Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, March 4, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0226-25** Table of Motions: Council Work Session, February 25, 2025

Attachments: TOM 022525

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

b **0227-25** Summary: General Government and Planning Committee, February 4, 2025

Attachments: 2.4.25 GGP Summary

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0175-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Lexipol, LLC., for the purchase of a Fire & EMS Learning Platform with Services, at a cost not to exceed $32,004. [Div. of Fire and Emergency Management, Wells]

Attachments:
25-Blue Sheet Memo - Lexipol
Lexipol Master Services Agreement_022025
BA 13529 to move funds
BA 13530 to move funds
BA 13531 to move funds
175-25 lexipol 4906-3991-4017 v.1.doc
Contract #066-2025
R-102-2025

b **0196-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, pursuant to the JOBS Fund Program, to execute a Ten (10) Year Loan Agreement and related documents with SIMPLYWORX LLC, in an amount not to exceed $250,000, for the creation and retention of at least ten (10) new jobs with an average hourly wage of at least $28.00, exclusive of benefits. [Mayor's Office, Glasscock]

Attachments:
SIMPLYWORX Bluesheet 2 2025
(RL) SIMPLYWORX LLC Loan Agreement 2025 .2 . 4920-1758-1850
EXHIBIT A (SIMPLYWORX LLC)
Exhibit D (SIMPLYWORX LLC)
Job Creation Details-2
SimplyWorx_Jobs Fund Application UPDATED 2025-2
Exhibit C (SIMPLYWORX LLC)
(Clean Copy) SIMPLYWORX LLC Loan Agreement 2025
RESO 0196-25 SIMPLYWORX Jobs Fund Agreement 4907-3182-7236 v.1.dc
R-103-2025
Contract #075-2025
Contract #075-2025 (2)

c **0197-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a License Agreement with the Cincinnati, New Orleans and Texas Pacific Railway Co. (Norfolk Southern Railway Co.) to permit the replacement of sanitary sewer infrastructure on railroad property, at a cost not to exceed $27,600. [Div. of Water Quality, Martin]

Attachments: Blue SheetRail Pros (Norfolk Southern Railroad)
License Agreement
RESO 197-25 License Agreement with Cincinnati, New Orleans and Texas Pa
R-104-2025
Contract #069-2025
Contract #069-2025
Contract #069-2025 -

d **0199-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Fayette County Board of Education for space to host Truck-a-Palooza, for the Div. of Environmental Services, at a cost not to exceed $555.59. [Div. of Environmental Services, Carey]

Attachments: bluesheet memo FCPS Facility Usage Contract for TaP at FDHS
2025 TaP facility terms of use amended
Frederick Douglass High School COI FY25 Truck a Palooza
RE_ ACTION REQUIRED_ Issues with your Certificate of Insurance (COI)
Your insurance has been verified for Truck-a-Palooza!
0199-25- FCPS Truckapalooza contract 4925-2846-4164 v.1.docx
R-105-2025

e **0206-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Consultant Services Agreement (awarded pursuant to RFP No. 56-2024) with Partners for Economic Solutions, LLC for the development of an Infrastructure Funding Plan, for the Dept. of Planning and Preservation, at a cost not to exceed $744,195. [Dept. of Planning and Preservation, Horn]

Attachments: Blue Sheet Memo PES IFP.docx
IFP RFP Consultant Agreement (signed)-2-19-25
RESO 206-25- Infrastructure Plan Agreement 4906-2615-0948 v.1.docx
R-106-2025
Contract #087-2025

f **0208-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Amendment No. 1 to the Agreement with the Lexington-Fayette County Health Dept. to accept an additional award of $78,000 in Federal funds from the State Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program for administrative expenses, also known as Ky. Health Access Nurturing Development Services (HANDS), at the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and

authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Attachments: 25-Bluesheet Memo FCC MIECHV
LFCHD FCC HANDS MIECHV Contract Amendment FFY25 - Unsigned
BA 13522
BA 13523 payroll recovery
RESO 0208-25 LFCHD FCC HANDS MIECHV Amend. 4912-8731-0372 v.1.c
R-107-2025
Contract #080-2025

g **0216-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement with EnergyCAP, LLC, for subscription services related to EnergyCAP Utility Management Software, at a cost not to exceed $14,406.63 in the first year (FY26), and to establish EnergyCAP, LLC, as a sole-source provider; all contingent upon budgeting of sufficient funds. [Div. of Environmental Services, Carey]

Attachments: bluesheet memo EnergyCAP 3yr price agreement
Quote+MSA_3yr_LexingtonFayette_ENC_7.1.2025
SOLE SOURCE CERTIFICATION
RESO 216-25 EnergyCAP Multi Year Agreement 4919-8343-2225 v.1.docx
R-108-2025
Contract #090-2025

h **0217-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 3 to the Agreement with Element Design, for the LFUCG Phoenix Reimagined, increasing the Contract price by the sum of $7,500, from $207,450 to $214,950. [Div. of Parks and Recreation, Conrad]

Attachments: Phoenix Design CO3 memo signed - corrected
Phoenix Design CO3 Form
RESO 217-25 Change Order 3 Element Design 4904-6082-6656 v.1.docx
R-091-2025
Contract #097-2025 - Change Order

i **0218-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Dept. of Environmental Protection - Div. of Waste Management in the amount of $110,000 for the support of a household hazardous waste collection event for Fayette County, and to accept this Grant, if awarded, to provide any additional information requested in connection with this Grant Application, the acceptance of which obligates the Urban County Government to the

expenditure of $27,500 as a local match, if the full Grant award is not utilized at a one-day event, authorizing requested to apply for supplemental, second event during FY26 to utilize any remaining funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Baldon]

Attachments:
25 - Blue Sheet Memo HHW
2025-26 HHW Grant Application - Lexington Fayette Co
DEP 7127 2025-2026 HHW Grant Application Packet
RFP Pkg 44-2022 HHW
RFP Pkg 44-2022 HHW Environmental Services Inc. Response 2022
218-25 environ protection grant 4924-3494-4289 v.1.docx
R-109-2025
Contract #071-2025
Contract #071-2025
Contract #071-2025 (2)

j **0219-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit various Grant Applications to the Ky. Transportation Cabinet, to provide any additional information requested in connection with these Grant Applications, and to accept these Grants if these Grants are awarded, which Grant funds are in the amount of $1,089,320 (($525,000 - FHWA Planning), ($108,000 - Federal Transit Administration Section 5303), ($456,320 - Surface Transportation Block Grant (SLX)) in Federal funds and $65,625 in Commonwealth of Ky. funds for FY 2026 transportation planning activities under the Unified Planning Work Program (UPWP), the acceptance of which obligates the Urban County Government to the expenditure of $206,705 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Planning, Duncan]

Attachments:
25-Bluesheet Memo - FY26 MPO Program
SFY2026 Local Share and Authorizing Resolution (July 2025 - June 2026)
SFY2026 Section 5303 - Application Checklist (July 2025 - June 2026)
SFY2026 Section 5303 - Certifications and Assurances (July 2025 - June 202
219-25- Transportation Planning Activities 4921-3882-7556 v.1.docx
R-110-2025
Contracts #106-2025

k **0220-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $109,350 in Federal funds to the Ky. Office of Homeland Security, under the Law Enforcement Protection

Program, for the Div. of Police, to purchase rifle kits for all sworn officers, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept this award, if offered, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

Attachments: 25-Blue Sheet Memo - LE Protection Program
220-25 homeland security grant 4937-4638-4673 v.1.docx
R-111-2025

I **0601-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Ky. House Bill (HB) 1 Project Grant Application and related documents for up to $10,000,000 in HB 1 funds with the Dept. for Local Government ("DLG") to support Lexington's Transformational Housing Affordability Partnership ("Project"), and to accept this Grant, if awarded; authorizing and directing the Mayor, on behalf of the Urban County Government to execute any documents which are deemed necessary by DLG to carry out this project; authorizing the Mayor to act as the authorized correspondent for this project; and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Housing Advocacy and Community Development, Lanter]

Attachments: Bluesheet DLG AH Award Memo for Council
Notice of Award DLG Letter
25-047 Project Scope Budget
BA 13526
25-047 Sample Resolution
601-24- Transylvania Grant 4904-5385-7572 v.1.docx
R-092-2025
Contract #057-2025
Contract #057-2025 (2)

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0226-25

File ID:	0226-25	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/27/2025
File Name:	Table of Motions: Council Work Session, February 25, 2025			**Final Action:**	03/04/2025
Title:	Table of Motions: Council Work Session, February 25, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 022525			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/04/2025	Approved				Pass

Text of Legislative File 0226-25

Title

Table of Motions: Council Work Session, February 25, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
February 25, 2025

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, J. Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Gray, Hale, Beasley, Baxter, Sevigny, and Boone were present. Council Member Jennifer Reynolds was absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

III. Approval of Summary

Motion by Gray to approve the February 18, 2025, Work Session Summary. Seconded by Curtis. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Ellinger II 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

Motion by Wu to approve Neighborhood Development Funds. Seconded by Curtis. Motion passed without dissent.

Council Member Baxter provided a summary of the January 28, 2025, Social Services and Public Safety Committee.

XI. Council Reports

LeGris, EQPW Chair, placed the following item in the Environmental Quality and Public Works Committee:

1. Haley Pike Solar Study

Motion by Beasley to place in the General Government and Planning Committee a review and analysis of all LFUCG operated community centers, for the purpose of making recommendations for improvements in all areas, including, but not limited to accessibility, operations, facilities, programming, staffing, budgeting, and special events. Seconded by Morton. Motion passed without dissent.

Motion by Sevigny to place in the Environmental Quality and Public Works Committee a review of the Stormwater Grant Program. Seconded by Gray. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Gray to adjourn at 3:16 p.m. Seconded by Sevigny. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0227-25

File ID:	0227-25	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/27/2025
File Name:	Summary: General Government and Planning Committee, February 4, 2025			**Final Action:**	03/04/2025
Title:	Summary: General Government and Planning Committee, February 4, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	2.4.25 GGP Summary			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/04/2025	Received and Filed				

Text of Legislative File 0227-25

Title

Summary: General Government and Planning Committee, February 4, 2025

General Government & Planning (GGP) Committee

February 4, 2025

Summary and Motions

Vice-Chair Shayla Lynch called the meeting to order at 1:00 p.m.

Committee members Dan Wu, James Brown, Chuck Ellinger II, Shayla Lynch, Hannah LeGris, Emma Curtis, Whitey Elliott Baxter, Dave Sevigny, and Jennifer Reynolds were present. Chair Liz Sheehan was absent. Councilmembers Tyler Morton, Denise Gray, Joseph Hale, and Hil Boone were present as non-voting members.

I. APPROVAL OF JANUARY 14, 2025 COMMITTEE SUMMARY

Ellinger motioned to approve the January 14, 2025 General Government and Planning Committee Summary. Seconded by Elliott Baxter. The motion passed without dissent.

II. BLUE SKY SMALL AREA PLAN

Eve Miller, Senior Planner in Long-Range Planning, presented the 2025 Blue Sky Small Area Plan to the committee. The Division of Planning is developing a Small Area Plan (SAP) for the Blue Sky industrial area, located off Athens Boonesboro Road. In 2023, the Planning Commission identified the Blue Sky Rural Activity Center for inclusion in the Urban Growth Area. In 2024, the Planning Commission recommended a separate SAP for the industrial area to investigate economic development opportunities and additional industrial land uses. The SAP will evaluate the existing infrastructure conditions, the constructed environment, and the natural features, resources, and physical constraints that affect the area. The SAP will specify future land-use designations, how to integrate and connect Blue Sky with other portions of the USA, and economic redevelopment opportunities. A map of the 301-acre site illustrating the primary zoning of I-1 for industrial use was reviewed. The surrounding areas are mainly zoned for business and professional use. An RFP was issued on January 24, 2025, and proposals are due on February 14. Award notifications will be made on February 28, with a notice to proceed on April 24. The project is expected to be completed by Spring 2026, as work will not likely exceed one year. Periodic updates will be given to the Planning Commission and the Council.

Planning anticipates the consultant completing an existing condition and market analysis report, allowing them to reevaluate the location and recommend adaptive reuse and future industrial opportunities. This plan provides the opportunity to address a long-standing goal of considering whether Blue Sky is meeting its potential and whether there are new opportunities.

The committee took no action.

III. A SENSE OF PLACE (Assessment of Lexington's African American Hamlets and Historic Preservation of Their Heritage)

Tiffany Brown, Chief Opportunity Officer in the Mayor's Office, provided an update on the A Sense of Place initiative. The presentation provided the history and significance of historic rural black hamlets in Lexington, Fayette County, Kentucky. Ms. Brown began with a brief overview of the steering committee members, including private and public representatives; a timeline of key events; and a list of the 20 rural hamlets with a summary of their historical and economic activities.

The group's current focus is the Cadentown community. LFUCG owns 705 Caden Lane, a historic site where Cadentown is located, which includes Cadentown Baptist Church, the Cadentown Rosenwald School, and a cemetery. This property will become a dedicated cultural heritage hub that houses the history and legacy of all the hamlets in Fayette County. Several components will complete the first phases of this initiative to dedicate a permanent space in Cadentown. Phase one repair includes wooden siding, envelope, windows, paint, and HVAC. The RFP for this work will go out in February 2025, with repairs to begin in March. The estimated completion date is June 2025, when their annual Juneteenth celebration is scheduled. The second phase will include the addition of an accessible bathroom to the church and an ADA pathway from the school to the church. The next phase is cemetery clean-up and site identification. Parks is overseeing this work and is in the process of completing the removal of invasive species to allow archaeologists to begin their work. Lastly, a site feasibility study is underway, providing recommendations for exhibit design with artifacts, oral histories, photos, and more from our hamlet communities. The original fundraising goal was $500,000; to date, they have raised $730,144.97. The Sense of Place Historic Marker Mini-Grant Program aims to support the installation of historical markers that highlight significant historic sites within our community and encourage local engagement in preserving and promoting our shared heritage. This grant funding will cover costs associated with design and production, installation, and educational or promotional materials.

Moving forward, the committee will continue to engage with the community, gather and utilize resources, target preservation and rehabilitation efforts, and empower community members to develop strategies that support the long-term vibrancy of our historic black hamlets.

A seminar on collecting oral history is planned for April 15, 2025, at 6 p.m. at the Lexington History Museum.

The committee took no action.

IV. LEXINGTON'S PRESERVATION AND GROWTH MANAGEMENT PROGRAM (LPGMP)

Vice Mayor Wu briefly updated the committee on public engagement as part of the LPGMP. The committee's staff and leadership are organizing public engagement opportunities that will be available throughout this process. These sessions will complement the ongoing feedback we plan to receive through the council's online engagement tool, Engage Lexington.

The committee took no action.

V. ITEM REFERRED TO COMMITTEE

The committee took no action.

Vice-Chair Lynch adjourned the meeting at 1:40 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1062-20

File ID:	1062-20	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	10/22/2020
File Name:	page break			**Final Action:**	

Title:

Notes:

Sponsors: **Enactment Date:**

Deed #: **Hearing Date:**

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1062-20

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0175-25

File ID:	0175-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	066-2025	**In Control:**	Urban County Council
				File Created:	02/12/2025
File Name:	Lexipol service Agreement			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Lexipol, LLC., for the purchase of a Fire & EMS Learning Platform with Services, at a cost not to exceed $32,004. [Div. of Fire and Emergency Management, Wells]

Notes: SAF in CCO 2 copies given to Rita in Fire 3.25.25 AA

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	25-Blue Sheet Memo - Lexipol, Lexipol Master Services Agreement_022025, BA 13529 to move funds, BA 13530 to move funds, BA 13531 to move funds, 175-25 lexipol 4906-3991-4017 v.1.doc, Contract #066-2025, R-102-2025	**Enactment Number:**	R-102-2025
Deed #:		**Hearing Date:**	
Drafter:	Tammy James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
1	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0175-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Lexipol, LLC., for the purchase of a Fire & EMS Learning Platform with Services, at a cost not to exceed $32,004. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to enter into a master services Agreement with Lexipol, LLC for the purchase

of a Fire & EMS Learning Platform with Services. The platform provides curriculum for Recruit education, paramedic education, and incumbent Firefighter continuing education. At an annual cost of $32,004.00. Budget amendment in process. (L0175-25)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: BAs in process

Account Number: 3400-505703-5731-75103

This Fiscal Year Impact: $32,004.00

Annual Impact: $32,004.00 (annual maintenance)

Project: FIREADMIN_2020 $2,981.29

FIREADMIN_2021 $13,426.47

FIREADMIN_2022 $15,596.24

Activity: STA_GRANT

Budget Reference: 2020, 2021, 2022

Current Balance: BA in process

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 25, 2025**

SUBJECT: **Lexipol Master Service Agreement**

Request: Council authorization to enter into a Master Services Agreement with Lexipol, LLC for the purchase of a Fire & EMS Learning Platform with Services for Division of Fire and Emergency Services.

The initial term of agreement is 12 months, with automatic renewals on the anniversary of the effective date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

Purpose of Request: The Lexipol Fire & EMS Learning Platform provides curriculum for recruit education, paramedic education and incumbent firefighter continuing education. The Learning Platform also provides the ability to track training hours and certification status for all sworn members. The curriculum is fully integrated with state firefighter and EMS training requirements.

This Agreement is entered into subject to the terms and conditions contained in Sourcewell Contract Number 011822-LXP (the Sourcewell Contract). In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

What is the cost in this budget year and future budget years? $32,004 is cost in FY2025. Future budget years annual maintenance of $32,004.

Are the funds budgeted? Budget amendments 13529, 13530 and 13531 are in process.

File Number: 0175-25

Director/Commissioner: Wells/Armstrong

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Lexington-Fayette Urban County Government 219 E 3rd St Lexington, Kentucky 40508
Agency's Sourcewell Member ID:	192043
Attention:	Jeremy Poynter
Sales Rep: Lexipol's Address:	Jeff Schneider 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Lexington-Fayette Urban County Government		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	Jan Roos
Title:	_____	Title:	Vice President & General Counsel
Date Signed:	_____	Date Signed:	1-30-2025

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
635	Fire & EMS Learning Platform With Services (12 Months)	USD 56.00	10%	USD 3,556.00	USD 32,004.00
	Subscription Line Items Total			**USD 3,556.00**	**USD 32,004.00**
				USD 3,556.00	**USD 32,004.00**
				Sourcewell Discount:	USD 3,556.00
				TOTAL:	USD 32,004.00

Discount Notes
Discount is based on the depts "Sourcewell membership"
No set up fee will be charged to the dept

Notes
Includes full EMS recert trainings for KY
Includes full OSHA & Compliance courses
Includes our "SOP/SOP" manager
Full Fire Trainings included

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Custom Agreement Terms" refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the "Effective Date."

1.6 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 "Services" means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: Online Services fees are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")[2], Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services**. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data**. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies[4], including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

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[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

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[4] NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

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7. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 02/25/2025 **Status:** Pending Approval **Amend Nbr:** 13529

Business Unit: LFUCG **Journal Date:** 02/25/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3400	505701	5701	71299	Prof Svc - Other	-2,981.29	WELLSJG	KARMSTRO	
2	3400	505703	5731	75103	Software - Operating	2,981.29	WELLSJG	KARMSTRO	

Revenue Accounts

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To move funds from Prof Svc-Other to Software-Operating on FIREADMIN_2020.

Net Amend Amt: 0.00

Submit for Approval

Save Add

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 02/25/2025 **Status:** Pending Approval **Amend Nbr:** 13530

Business Unit: LFUCG **Journal Date:** 02/25/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1-3 of 3 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3400	505701	5701	74102	Conferences and Other Training	-7,354.67	WELLSJG	KARMSTRO	
2	3400	505701	5701	75801	Equipment Under $5000	-6,208.03	WELLSJG	KARMSTRO	
3	3400	505703	5731	75103	Software - Operating	13,562.70	WELLSJG	KARMSTRO	

Revenue Accounts

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To move funds from Prof Svc-Other, Conference and Other Training to Software-Operating on FIREADMIN_2021.

Net Amend Amt: 0.00

Submit for Approval

Save Add

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 02/25/2025 **Status:** Pending Approval **Amend Nbr:** 13531

Business Unit: LFUCG **Journal Date:** 02/25/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1-3 of 3 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3400	505701	5701	71299	Prof Svc - Other	-2,700.24	WELLSJG	KARMSTRO	
2	3400	505701	5701	74102	Conferences and Other Training	-15,000.00	WELLSJG	KARMSTRO	
3	3400	505703	5731	75103	Software - Operating	17,700.24	WELLSJG	KARMSTRO	

Revenue Accounts

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To move funds from Prof Svc-Other, Conferences and Other Training to Software-Operating on FIREADMIN_2022

Net Amend Amt: 0.00

Submit for Approval

Save Add

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LEXIPOL, LLC., FOR THE PURCHASE OF A FIRE & EMS LEARNING PLATFORM WITH SERVICES, AT A COST NOT TO EXCEED $32,004.00.

_____
_

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 the Agreement, which is attached hereto and incorporated herein by reference, with Lexipol, LLC., for purchase of a Fire & EMS Learning Platform with Services.

Section 2 - That an amount, not to exceed the sum of $32,004.00, be and hereby is approved for payment to Lexipol, LLC., from account #3400-505703-75103.

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
175-25:MRS: 4906-3991-4017, v. 1

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Lexington-Fayette Urban County Government 219 E 3rd St Lexington, Kentucky 40508
Agency's Sourcewell Member ID:	192043
Attention:	Jeremy Poynter
Sales Rep: Lexipol's Address:	Jeff Schneider 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	_____ (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Lexington-Fayette Urban County Government		**Lexipol, LLC**	
Signature:	Linda Gorton	Signature:	
Print Name:	Linda Gorton	Print Name:	Jan Roos
Title:	Mayor	Title:	Vice President & General Counsel
Date Signed:	3/25/2025	Date Signed:	1-30-2025

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
635	Fire & EMS Learning Platform With Services (12 Months)	USD 56.00	10%	USD 3,556.00	USD 32,004.00
	Subscription Line Items Total			**USD 3,556.00**	**USD 32,004.00**
				USD 3,556.00	**USD 32,004.00**
				Sourcewell Discount:	USD 3,556.00
				TOTAL:	USD 32,004.00

Discount Notes
Discount is based on the depts "Sourcewell membership"
No set up fee will be charged to the dept

Notes
Includes full EMS recert trainings for KY
Includes full OSHA & Compliance courses
Includes our "SOP/SOP" manager
Full Fire Trainings included

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Custom Agreement Terms" refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the "Effective Date."

1.6 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 "Services" means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

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RESOLUTION NO. 102 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LEXIPOL, LLC., FOR THE PURCHASE OF A FIRE & EMS LEARNING PLATFORM WITH SERVICES, AT A COST NOT TO EXCEED $32,004.00.

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 the Agreement, which is attached hereto and incorporated herein by reference, with Lexipol, LLC., for purchase of a Fire & EMS Learning Platform with Services.

Section 2 - That an amount, not to exceed the sum of $32,004.00, be and hereby is approved for payment to Lexipol, LLC., from account #3400-505703-75103.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

175-25:MRS: 4906-3991-4017, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0196-25

File ID: 0196-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 075-2025 **In Control:** Urban County Council

File Created: 02/12/2025

File Name: JOBS Fund Incentive Agreement with SIMPLYWORX LLC **Final Action:** 03/20/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, pursuant to the JOBS Fund Program, to execute a Ten (10) Year Loan Agreement and related documents with SIMPLYWORX LLC, in an amount not to exceed $250,000, for the creation and retention of at least ten (10) new jobs with an average hourly wage of at least $28.00, exclusive of benefits. [Mayor's Office, Glasscock]

Notes: In office 3/19/2025. MS

SAF in the CCO. Returned to the Amy 3/21/2025. MS

Sponsors:

Enactment Date: 03/20/2025

Attachments: SIMPLYWORX Bluesheet 2 2025, (RL) SIMPLYWORX LLC Loan Agreement 2025 .2 . 4920-1758-1850, EXHIBIT A (SIMPLYWORX LLC), Exhibit D (SIMPLYWORX LLC), Job Creation Details-2, SimplyWorx_Jobs Fund Application UPDATED 2025-2, Exhibit C (SIMPLYWORX LLC), (Clean Copy) SIMPLYWORX LLC Loan Agreement 2025, RESO 0196-25 SIMPLYWORX Jobs Fund Agreement 4907-3182-7236 v.1.docx, R-103-2025, Contract #075-2025, Contract #075-2025 (2)

Enactment Number: R-103-2025

Deed #:

Hearing Date:

Drafter: Amy Glasscock

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
1	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0196-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, pursuant to the JOBS Fund Program, to execute a Ten (10) Year Loan Agreement and related documents with SIMPLYWORX LLC, in an amount not to exceed $250,000, for the creation and retention of at least ten (10) new jobs with an average hourly wage of at least $28.00, exclusive of benefits. [Mayor's Office, Glasscock]

Summary

Authorization to execute a Lexington JOBS Fund Incentive Agreement with SIMPLYWORX LLC in the amount of $250,000 for the creation of at least ten (10) new full-time jobs at a mean hourly wage of at least $28. The Lexington Economic Development Investment Board voted unanimously to approve. Funds are Budgeted. (L0196-25) (Glasscock/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Tiffany Holskey, 2/14/2025]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes

Account Number: 1144-136101-0001-78103

This Fiscal Year Impact: $250,000.00

Annual Impact: $N/A

Project:

Activity:

Budget Reference:

Current Balance: $1,058,985.36

TO: **Mayor Linda Gorton**
Urban County Council

FROM: **Amy Glasscock**
Director of Business Engagement

DATE: **February 14, 2025**

SUBJECT: **Lexington JOBS Fund Incentive for SIMPLYWORX LLC**

REQUEST:
Authorization to execute a Lexington JOBS Fund Incentive Agreement with SIMPLYWORX LLC in the amount of $250,000 for the creation of at least ten (10) new full-time jobs at a mean hourly wage of at least $28.

REASON FOR REQUEST:
The Lexington Economic Development Investment Board reviewed the application from SIMPLYWORX LLC at their February 4, 2025, meeting. The Board voted unanimously to approve an incentive in the amount of $250,000 to SIMPLYWORX LLC for the creation of ten (10) new full-time jobs as part of the company's expansion in Lexington.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?
The cost for this FY is: $250,000
The cost for future FY is: N/A

ARE THE FUNDS BUDGETED?
The funds are budgeted.
Account number: 1144-136101-0001-78103

DIRECTOR/COMMISSIONER: Amy Glasscock/Kevin Atkins

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Loan Agreement"), dated as of this _____ day of _____, 2025, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
("LFUCG")

And

SIMPLYWORX LLC
a Kentucky Limited Liability Company
938 Enterprise CT
STE 140
Lexington, KY 40510
("Borrower" or "Company")

And

Quentin Smith
3133 Cherry Meadow Path
Lexington, KY 40509
("Guarantor")

Recital

This Loan Agreement provides for a loan in the amount of two hundred fifty thousand dollars and zero cents (**$250,000.00)** from LFUCG to SIMPLYWORX LLC, (hereinafter the "Borrower" or the "Company") pursuant to Ordinance No. 153-2013 and its Jobs Fund Program as authorized by the Urban County Council in Resolution No. 745-2014. In order to induce LFUCG to enter into this Loan Agreement and to make the loan, the Borrower is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Company's accountant unless explicitly authorized by LFUCG.

An “Affiliate” of, or a Person “Affiliated” with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

“Activation Period” shall mean the date certain that the Company has met the requirements of and has executed Exhibit A, which is attached hereto and incorporated herein by reference.

“Application” shall mean the Borrower’s application for funding under LFUCG’s Job Funding Program, and the schedule for job creation, which is attached hereto as Exhibit B and incorporated herein by reference.

“Compliance” shall mean the Company maintains the Jobs Requirement and Wage Requirement and otherwise complies with the provisions of this Agreement.

“Disbursement” shall mean the distribution of proceeds of the Loan by LFUCG to Borrower.

“Employee” shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky, as opposed a part-time employee or independent contractor.

“Event of Default” shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

“Full Time Job” shall mean a job held by a person employed in the capacity provided in the Application (Exhibit B) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the local occupational license fee.

“Guarantor” shall meanQuentin Smith, who shall provide a personal guaranty for the outstanding principal of loan and note for a time period of ten year from the final disbursement of the loan proceeds.

“Guaranty” shall mean the guaranty agreement, signed by the Guarantor and attached as Exhibit E to this agreement, and shall include any renewal, replacement, extension, or notation thereof.

“Jobs Requirement” shall have the meaning set forth in Section 3.9 hereof;

“LFUCG” shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

“Loan” shall meant the loan in the principal amount of $250,000.00 from LFUCG to the Borrower as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit C to this Agreement.

"Loan Documents" shall mean this Loan Agreement, the Note, the Application, and all other instruments or agreements related there to.

"Note" shall mean the promissory note attached as Exhibit C to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability company, business organization, or other entity.

"Project" shall mean the certain project consisting of the Company's acquisition, construction, equipping, and staffing of a facility within Fayette County, Kentucky.

"Project Site" shall mean the facility located at 938 Enterprise CT in Lexington, Fayette County, Kentucky, together with all improvements and fixtures attached thereto.

"Repayment Penalty" shall mean the repayment required in the Event of a default as further defined in Section 3.9 of this Agreement.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

"Wage Requirement" shall have the meaning set forth in Section 3.9 hereof.

SECTION 2
The Loan

LFUCG agrees to provide a Loan to the Borrower in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of two hundred fifty thousand dollars and zero cents **($250,000.00)** as evidenced by the Note attached hereto and made a part hereof as Exhibit C.

2.2 Interest. Interest at the rate of three and twenty-six hundredths percent (3.26%) of the outstanding loan shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default may be assessed at the sole discretion of LFUCG.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Borrower in three draws. The first draw shall be one hundred twenty-five thousand dollars and zero cents ($125,000) upon activation of the incentive and the hiring the first four (4) employees. Failure to make the first draw within two (2) years after execution of this Agreement shall be an Event of Default and result in the ceasation of all future disbursements and automatic termination of the Loan Documents. The second draw shall be sixty-two thousand five hundred dollars and zero cents ($62,500) upon the receipt of a properly completed and executed Request for Disbursement, which shall be

submitted no less than ten (10) days prior to the date requested for the disbursement, and to which shall be attached documentation verifying that at least three (3) additional employees have been hired since the prior request for disbursement. The final draw of sixty-two thousand five hundred dollars and zero cents ($62,500) shall be made upon the receipt by LFUCG of a properly completed and executed Request for Disbursement, which shall be submitted no less than ten (10) days prior to the date requested for the disbursement, and to which shall be attached documentation verifying that at least three (3) additional employees have been hired since the prior request for disbursement. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, (iii) the Company has complied with the Jobs and Wage Requirements in accordance with job creation schedule outlined in Exhibit B to the date of the reimbursement request, and (iv) LFUCG has received properly completed and executed copies of Exhibits A and D not less than ten (10) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Installments of Principal and Interest. The Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest all of which shall be due on the fifteenth day of the second month of each quarter. The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due beginning three (3) months from the date of the initial disbursement of funds to Borrower. In the event of default, the balance due on the Note, together with accrued interest thereon shall be due and payable within ten (10) days of LFUCG providing Borrower with a written notice of demand of the balance owing. Borrower shall make all payments through LFUCG digital bill payment by credit card, debit card, or e-check. An additional small charge will be applied to the payment for processing fees.

2.5 Prepayment. The Borrower shall have the right at any time to prepay the Note in whole or in part. Prepayments shall be applied first to accrued but unpaid interest, and then to installments of principal of the Loan in reverse order of their maturity. Prepayments shall not relieve the Borrower from the duty to make consecutive payments in the amount provided in accordance with Section 2.4, but shall operate to discharge the Borrower's obligation at an earlier date.

Prepayment shall not relieve the Borrower from any Jobs and Wage Requirement provided herein. Rather, the Jobs and Wage Requirement provided herein shall continue after the loan has been repaid, until the Company has maintained said jobs for a period

of ten (10) years. If the Company fails to abide by this requirement after fully repaying the loan proceeds, LFUCG may require the Company to pay a monthly penalty, which shall be calculated individually for each job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

($28.00– Actual Hourly Wage) /$28.00)

x

($28.00 x Occupational License Fee Rate in Lexington-Fayette County x Hours Required to be "Full-Time" under the Loan Agreement x 4.34524 [weeks in a month, on average])

x

1.10

Beginning fifteen (15) days after any Full-Time Job required hereunder has been permitted to lapse, or has fallen below the wage requirement, LFUCG may elect to levy a monthly repayment penalty for any month in which the Company has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be made within ten (10) days of receipt of notice that a monthly repayment penalty is due. All monthly repayment penalty payments shall be credited to the Company's account and such amounts deducted from the principal and interest owed under this Loan Agreement. Borrower shall make all penalty payments through LFUCG digital bill payment by credit card, debit card, or e-check. A small fee will be applied to the payment.

2.6 Late Charges. If the Borrower fails to pay any installment of principal or interest require under the Note within ten (10) days after the date such a payment first becomes due, the Borrower shall pay to LFUCG a late charge equal to five percent (5%) of such payment, which amount shall be due at the time the late payment is made.

2.7 Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

2.8 Security. The Note and the Loan evidenced thereby are and shall be secured by the Guaranty, which is attached hereto and incorporated herein by reference as Exhibit E, which shall be delivered simultaneously with the execution of this Loan Agreement by the Guarantor.

SECTION 3
General Covenants

The Borrower agrees that, until it has fully repaid the Loan, plus all other interests, penalties, fees, or charges due and owing hereunder, it shall preform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Company shall not, without the prior written consent of LFUCG (which consent shall not be unreasonably withheld):

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site;

(c) Enter into any agreement for the assumption of the Loan by any other Person; or,

(d) Undertake a change in majority ownership, management, or control.

If Company intends to take part in a merger, Company shall, prior to merger:

(a) Provide notification of intent to merge to LFUCG Chief Development Officer no less than 30 days prior to merger;

(b) Obtain a new personal guarantee, unless each current guarantor provides written assurances, to the satisfaction of LFUCG, that it remains bound by the existing personal guarantee (including by signing a reaffirmation agreement); and,

(c) Receive the approval of the Economic Development Investment Board (EDIB) and the LFUCG City Council prior to merger.

Failure to follow the above-mentioned requirements shall be considered an Event of Default, entitling LFUCG to those remedies provided in Section 6 of this Agreement.

3.2 Financial Statements and Business Records. The Company shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Company shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Company shall furnish to LFUCG annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Company shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Company shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky,

to accept service of process. The Company shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Company shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Company's property, unless the Company is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the purposes described in the Application. It shall not be used to pay any prior obligation of the Company to the LFUCG, including previous loan agreements pursuant to the Jobs Fund Program.

3.6 Properties and Insurance. The Company shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Company shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Company shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Company's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Jobs and Wage Requirements. The Company shall create at least ten (10) new Full Time Jobs, as defined Section 1 of this Agreement, which shall have a mean hourly wage of at least $28.00, earned from work performed within Lexington-Fayette County, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, by no later than two (2) years following the date of this Loan Agreement pursuant to the job creation schedule outlined in Exhibit B, and further agrees to maintain said jobs for a period of ten (10) years, or until the entirety of the loan proceeds have been repaid, as further provided in Exhibit B and certified in the

Compliance Form, attached as Exhibit D, whichever occurs later. All jobs created pursuant to this Loan Agreement shall be subject to Lexington-Fayette County occupational license fees, including any jobs allowing remote work.

Should the Company fail to comply with the job creation schedule outlined in Exhibit B, or allow any required Full-Time Job to lapse for a period of more than fifteen (15) consecutive business days, LFUCG may elect either of the following remedies, which shall be in addition to any other remedies or damages LFUCG may be entitled to under law or equity:

(a) Repayment Penalty. LFUCG may require the Company to pay a monthly repayment penalty, which shall be calculated individually for each Full-Time Job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

Repayment

($28.00– Actual Hourly Wage) /$28.00)

x

($28.00 x Occupational License Fee Rate in Lexington-Fayette County x Hours Required to be “Full-Time” under the Loan Agreement x 4.34524 [weeks in a month, on average])

x

1.10

Beginning fifteen (15) days after any Full-Time Job required hereunder has not been hired, been permitted to lapse, or has fallen below the wage requirement, LFUCG may elect to levy a monthly repayment penalty for any month in which the Company has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be made within ten (10) days of receipt of notice that a monthly repayment penalty is due.

(b) Default. LFUCG may elect to treat the Company’s failure to create or maintain full-time jobs as required hereunder for a period of more than fifteen (15) consecutive business days as an event of default, as defined in Section 5 of this Agreement, entitling LFUCG to those remedies provided in Section 6 of this Agreement.

As evidence of its compliance with this Agreement, the Company agrees to provide, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG, and except as otherwise required by

law and specifically excluding any personally-identifiable information), a list of the new full time positions employed at the Project Site (Exhibit D) and a report of each such employee's hourly salary, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, upon request, and shall submit such documentation to LFUCG with or without request one year after executing the activation certificate attached hereto, and bi-annually thereafter.

The Company shall not count Full-Time Jobs or employees hired pursuant to another agreement with the LFUCG for the purposes of its Jobs and Wage Requirements under this Agreement.

3.10 Headquarters in Lexington-Fayette County. In addition to the Jobs and Wage Requirements set forth above, the headquarters of the Company, and Project Site, to the extent its headquarters and the Project Site differ, shall remain in Lexington-Fayette County for the entirety of the loan's term.

3.11 Indemnification. The Company shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Company's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Company acknowledges and agrees that this indemnity provision shall survive the termination of this agreement.

SECTION 4
Representations and Warranties

The Borrower hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Borrower is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Borrower's ability to meet its obligations hereunder. The Borrower shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Borrower shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Borrower has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the Borrower's execution or delivery of the Loan Documents nor the performance or

observance by the Borrower of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Borrower is a party on behalf of the Borrower has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Borrower enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Borrower is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Borrower's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Borrower is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Borrower's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the modified cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Borrower's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Borrower's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Borrower does represent and certify that the financial incentives being provided by the LFUCG are necessary for the expansion to occur and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.9, above.

SECTION 5
Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Borrower to make payments of principal or interest under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreement. If the Borrower violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Borrower. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Borrower is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Borrower, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Borrower from LFUCG.

5.5 Dissolution or Termination of Existence; Merger. If the Borrower or any person, firm, or corporation controlling the Borrower takes any action that is intended to result in the Company's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months. Failure to follow the requirements contained in Section 3.1 shall also be an Event of Default.

5.6 Solvency.

(a) If the Borrower shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Borrower in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator

of all or any material part of the Borrower's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Loan Documents. If, for any reason, any of the Loan Documents to which Borrower is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Borrower as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Borrower in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Borrower's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Borrower shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Borrower shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Borrower hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Borrower at the Project Site, and the number of hours worked by those employees. The Borrower hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement.

7.6 Corporate Existence and Authorization. The Company shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Company of any of their respective rights or duties under this Agreement or the other Loan Documents.

SECTION 8
Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Borrower's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Borrower and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Borrower of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Borrower is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Complete Agreement. This Loan Agreement and the other instruments referred to herein contain the entire agreement of the parties pertaining to its subject matter and supersede all prior written and oral agreements pertaining hereto.

8.8 Assignments or Modifications. The Borrower may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Borrower.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9
Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG: Chief Development Officer
Lexington-Fayette Urban County Government

200 East Main Street
Lexington, KY 40507
ATTN: Kevin Atkins

If to the Borrower: SIMPLYWORX LLC
938 Enterprise CT
STE 140
Lexington, KY 40510

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Borrower herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Borrower shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the Activation Date, and continue until the first date on which the Loan and all accrued interest thereon shall have been paid in full and the Borrower shall have paid and performed all its other obligations hereunder.

12.2 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.3 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.4 Waivers by the Borrower. The Borrower hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Borrower have executed this Loan Agreement as of the day, month and year first above written.

Printed Name: Linda Gorton

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Title: Mayor

ATTEST:

_____

Council Clerk

COMPANY:

SIMPLYWORX LLC

By: _____
Printed Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

The foregoing Loan Agreement was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025 by _____ of SIMPLYWORX LLC, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____
Notary # _____

_____
Quentin Smith,
Individually, and as personal
guarantor for SIMPLYWORX LLC

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

The foregoing Loan Agreement was subscribed, sworn to and acknowledged before me by Quentin Smith, individually and as a guarantor for SIMPLYWORX LLC, this the____day of _____, 2025.

_____
Notary Public
My commission expires: _____
Notary # _____

4920-1758-1850, v. 2

EXHIBIT A

Activation Certificate

The undersigned, _____, in his/her capacity as _____ of SIMPLYWORX LLC, a Kentucky Limited Liability Company, that is registered to do business in Kentucky (the "Borrower") hereby certifies that:

1. The Project at Project Site, as defined in the Loan Agreement has been facilitated in part by a Loan from the Lexington-Fayette Urban County Government (the "LFUCG") in the amount of two hundred fifty thousand dollars and zero cents ($250,000.00).
2. The Company will hire a minimum of ten (10) new permanent full-time jobs, as provided in the Loan Agreement entered by the Borrower, the Guarantor, and the LFUCG pursuant to the job creation schedule outlined in its Application (Exhibit B of the Loan Agreement) and its headquarters is, and shall continue to be located in Lexington, Kentucky.
3. The Company has hired at least four (4) new permanent full-time employees at the time of execution of this Activation Certificate.
4. The Company requests an initial disbursement of one hundred twenty-five thousand dollars and zero cents ($125,000.00) for expenses listed in the application.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of SIMPLYWORX LLC, a Kentucky Limited Liability Company, which is registered to do business in Kentucky on this _____ day of _____, 2025.

SIMPLYWORX LLC

By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF _____)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of SIMPLYWORX LLC, a Kentucky Limited Liability Company, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____
Notary # _____

Exhibit D

JOBS Fund Compliance Report

Date:	**Report _____ of year _____**
Company Name:	**Address:**
Project Location:	
Fund Program:	
Approved Length of Incentive (Years):	**Approved Dollar Amount:**

Minimum Number of Jobs to be Created by the Agreement:		**Median Hourly Wage:** **Mean Hourly Wage:**	
Total Number of Jobs Currently Created by the Agreement:		**Median Hourly Wage:** **Mean Hourly Wage:**	
Total Number of Jobs Currently at Project Location:		**Is SIMPLYWORX LLC headquartered in Lexington-Fayette County?**	
Total Payroll of New Jobs Created by the Agreement:			
Total Payroll in Lexington-Fayette Co.:			

I, _____, hereby attest to the accuracy of the information provided above in accordance with the Agreement and understand that the LFUCG retains the right to conduct an audit for purpose of verification.

Signature	**Title**
Print Name	**Date**

Schedule 1 to Exhibit D

	Employee Name	Employee Address	Date of Hire	Title	Hours Worked Per Week	Annual Wage
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						



Job Creation Details:

The 10 engineering/Technician jobs that will be created, will be full-time with a starting salary of $28 per hour and be based in Lexington, Kentucky. We do have plans to responsibly grow and offer benefits in the future.

SimplyWorx (Worx) is independent from all other companies. All positions and employees will be new and only employed by Worx.

APPLICATION FOR:

Rev 12/2014

JOBS Fund Incentives

INSTRUCTIONS

All applicants should familiarize themselves with the information regarding the incentive programs for which application is made as well as other applicable program statutory requirements.

Capital expenses shall be defined as an equipment or property acquisition, building expansion, or improvements. Operating expenses shall be defined as expenses necessary for the operation of the business and shall include utilities, rent, and payroll. If an applicant does not indicate the purpose of the expenses, then the application will not be considered.

The application, consisting of the Project Information, the individual program and Certification and Disclosure worksheets, should be completed and submitted, including the original signatures, and the required attachments, to the following address:

ATTN: Chief Development Officer
Office of the Mayor
200 E. Main Street
Lexington, KY 40507
(859)-258-3100

REQUIRED ATTACHMENTS

To ensure consideration, the following items must be submitted in addition to the completed application:

1) A non-refundable application fee payable to the Lexington-Fayette Urban County Government for

Incentive Program	Application Fee
Innovation Attraction and Support	$250
Local Business Expansion	$250

The application fee may be paid via check along with the application.
Check should be payable to: LFUCG Re: Jobs Fund Incentives Application

2) Company letter including a brief history of the business and description of the project.

3) Financial statements for the most recent fiscal year-end.

4) Monthly cash flow projections for the next two years of business operations

5) Description of current or expected customers (depending on proprietary nature)

6) Include three years reviewed and/or audited financials

Note Other items as described in the Policies and Guidelines may be requested by the committee. If all materials are not included, the application will be considered incomplete and will not be taken

approval.

APPLICATION FOR INCENTIVE PROGRAMS
PROJECT INFORMATION

Rev 2/2022

Date: January 13, 2025

Is this an amendment to the initial application for incentives? No

APPLICANT INFORMATION (Entity applying for incentives)

Company Name			
Simply Worx, LLC			
Street Address	**City**	**State**	**Zip Code**
3133 Cherry Meadow Path	Lexington	KY	40509
Federal Employer ID Number	**NAICS Code**	**Company Organization**	**State of Organization**
93-2155545		LLC	KY
Contact Person	**Title**	**Telephone**	**Fax**
Quentin Smith	Owner	501-952-3350	
Email Address		**Company Website**	
quentin@simplyworx.net		www.worxdtf.com	

Is the applicant registered and in good standing with the Kentucky Secretary of State?	Yes
Is the applicant registered and in good standing with the Kentucky Department of Revenue?	Yes
Is the applicant current on all local, state and federal taxes?	Yes

Has the applicant, or any owner or affiliate of the applicant, ever been convicted of any criminal offenses, been in receivership or adjudicated a bankruptcy, or been denied a business related license or had a business related license suspended or revoked by any administrative, governmental or regulatory agency?

	If yes, please list the violation and explain (attach additional explanation if needed):
No	

PROJECT LOCATION

Street Address	City	State	Zip Code
938 Enterprise Ct	Lexington	KY	40510
County	**Industry**	**Is location in a Tax Increment Financing District?**	
Fayette	Engineering/Printing		

a) Will the applicant provide a service to or use technology for customer or affiliate entities predominantly outside Lexington?	No
b) Is the applicant designed to serve a multistate, national or international market?	yes

Is the contact person for the project location the same as the person listed in the Applicant Information section? Yes *If no, then please complete the following:*

Contact Person	Email Address	Telephone	Fax

COMPANY OWNERSHIP

Please identify all owners of the company with 20% or more interest in the company, including parent companies for subsidiaries. If owners are legal entities, please identify the officers serving on the board of directors, management committee of the applicant or other governing body or appropriate principals with governing oversight of the applicant entity and provide the requested information. LFUCG may run a background check on any individuals identified. If necessary, please submit listing on a separate document.

Company or Individual Name	Birth	City	State	Security Number	Percent
Quentin Smith	4/22/1977	Lexington	KY	366-82-8864	100

Is the applicant or its owner publicly traded? no

EXISTING LEXINGTON LOCATIONS

Other than the proposed project, does the applicant have any existing Lexington locations? no

If yes, then please complete the following:

Company Name	Address	City	full-time positions

Please attach additional listing if more space is needed.

AFFILIATES WITH RELATION TO THE PROJECT

Will any affiliated entity be the owner or lessor of the project? No *If yes, please provide:*

Affiliate Name	Address	City, State	FEIN

Will any affiliated entity employ any employees at the site of the project? No *If yes, please provide:*

Affiliate Name	FEIN	resident positions at the project location

Please attach additional listing if more space is needed.

REQUIRED ATTACHMENT: If either affiliate question is answered "yes," then a disclosure statement will be required to be submitted for each affiliated entity along with the applicant.

PUBLIC INCENTIVES

LOCAL

Is the company receiving other local incentives? No

If yes, please list other local incentives

STATE

Is the company receiving other state incentives? No

If yes, please list other state incentives

FEDERAL

Is the company receiving other federal incentives? No

Is the company receiving an SBIR or STTR grant? No

If yes, which partner agency?	
If yes, which Phase?	

PRIVATE FINANCING

Is the company receiving private financing?	No
If yes, please list the financing entity	
Please indicate the ($) amount of financing for the project	

PROJECT COSTS

Fund Program (Grant, Loan, or Forgivable Loan)		Loan
Dollar Amount Requested		$ 250,000
Please provide the estimated expenses for the project		
Capital Expenses		$ -
Operating Expenses		
Land		
Building (new construction / acquisition / additions)		$ -
Improvements (existing buildings)		$40,000
Equipment (including installation costs)		$82,000
Employee Costs		$116,000
Facility Operating Costs		$12,000
Start-up Costs (excluding equipment)		$12,000
Rent (leased projects only):		$126,000
Estimated annual rent:	$ 42,000	
Number of years for rent:	3	
TOTAL PROJECT COST		$ 388,000

Start-up Costs include the costs incurred to furnish and equip a facility, such as computers, furnishings, office equipment, manufacturing equipment, fixtures, relocation of out-of-state equipment and nonrecurring costs of fixed telecommunication equipment.

EMPLOYMENT, WAGES & BENEFITS

Full-time, Lexington resident employees are persons who are subject to Kentucky income tax and are employed by the company (or affiliate) at the project located in Lexington for at least 35 hours per week. (Do not include contract employees)

	Resident Employees
Current number at the project location	0
Total number of new jobs to be created	20
Total jobs projected by the end of the project	20

Total annual payroll for the current number of full-time, Lexington resident employees	$0.00

Anticipated Wages for the New Jobs to be Created:

Hourly Wage	$28	Number of Jobs	10
Hourly Wage		Number of Jobs	

Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Unweighted Median Hourly Wage	$28.00	Total Number of Jobs	10
		Incentive Dollars per Job	*$ 38,800*

Mean Wages for the New Jobs Above the Program Minimum ($28.00):

Hourly Wage	$28	Number of Jobs	10
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Mean Hourly Wage	$28.00	Total Number of Jobs	10

Mean Wages for the New Jobs Below the Program Minimum ($28.00):

Hourly Wage	$23	Number of Jobs	1
Hourly Wage	$19	Number of Jobs	2
Hourly Wage	$18	Number of Jobs	7
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Mean Hourly Wage	$18.70	Total Number of Jobs	10

Employee Benefits are payments by the company for its full-time employees for health insurance, life insurance, dental insurance, vision insurance, defined benefit plans, 401(k) plans or similar plans.

Will new jobs created be offered at least some form of company paid employee benefit?	No
What is the value of the benefit package as a percent of wages or salary?	

Indicate which of the following employee benefits will be offered as a company-paid benefit:

	Life Insurance		Dental Insurance		Other Retirement
	Health Insurance		Stock Purchase		Profit Sharing
	Disability Insurance		401(k)		Other (list below)

TOTAL EMPLOYMENT AND PAYROLL PROJECTIONS

Please provide estimates for the cumulative new employment and new payroll to be created as a result of the project. Do not include employment or payroll information for existing employees at the site of the project. Minimum for compliance purposes is 5 years, or until the incentive is repaid.

	Full-time Lexington	Cumulative Total Payroll
As of Activation Date	0	$0
End of Fiscal Year 1	2	$116,000

End of Fiscal Year 2	4	$232,000
End of Fiscal Year 3	5	$290,000
End of Fiscal Year 4	7	$406,000
End of Fiscal Year 5	8	$464,000
End of Fiscal Year 6	10	$580,000
End of Fiscal Year 7		
End of Fiscal Year 8		
End of Fiscal Year 9		
End of Fiscal Year 10		

INCOME, SALES & PROFIT PROJECTIONS

Please provide estimates for the Kentucky taxable income (loss), Kentucky gross sales and Kentucky gross profits to be generated as a result of the project. If the project is an expansion, include only those estimates for the expansion portion of the project (not the existing operations).

	Income (Loss)	Sales	Profits
End of Fiscal Year 1	$122,000	$122,000	($33,833)
End of Fiscal Year 2	$263,000	$263,000	$49,500
End of Fiscal Year 3			
End of Fiscal Year 4			
End of Fiscal Year 5			
End of Fiscal Year 6			
End of Fiscal Year 7			
End of Fiscal Year 8			
End of Fiscal Year 9			
End of Fiscal Year 10			

INCENTIVE USAGE INFORMATION

NEW LOCATION

Will the project be a new location in Lexington?	Yes	*If no, skip to Expansion*	
Site Acreage		Building Square Footage	3,500
The facility will be:	Used		

New Constructions: Provide the Anticipated Construction Dates:

Start	
Completion	

Acquisitions: Answer the following:

Has the facility been unoccupied for more than 90 days? |

EXPANSION

Will the project be an expansion of an existing facility? No *If no, skip to New Equipment*

a) Does the project involve additions or renovations to existing buildings?	No
b) Does the project involve relocation from an existing facility?	No
c) If b) is yes, is real estate available at or adjacent to the existing facility?	
d) What is the total estimated cost of the expansion?	

Present Acreage		Present Square Footage	
Increased Acreage		Increased Square Footage	
Total Acreage	0.0	Total Square Footage	0

NEW EQUIPMENT

Will the incentive be for a purchase of new equipment?	yes	*If no, skip to Operating Expenses*
Does the facility currently own a similar piece of equpiment?	no	
Will the new equipment be used for expanded capacity?	no	
What is the total estimated cost of the new equipment?	82,000	

OPERATING EXPENSES

Will the incentive be for an operating subsidy? yes *If yes, please list monthly expenses*

Monthly Lease	3,500	Other	
Monthly Utilities	1,000	List Other Expenses	
Monthly Payroll	9,667		
Monthly Supplies	0		

If the incentive does not match any of the programs listed, please attach a document describing the proposed use of incentive funds with rationale.

COLLATERAL

Please indicate any collateral to secure incentives including serial numbers.	N/A
Cash Value of Collateral	N/A
Please list any lienholders on the existing collateral.	N/A

FOR OFFICE USE ONLY

Date Submitted	
CDO Review	

Board Review				**PROGRAM:**	
Council Review					Grant
					Loan
	Financial Statements		Application Fee	**INTEREST:**	
	Company Letter				Interest		Rate

APPLICATION FOR JOBS FUND INCENTIVES
CERTIFICATION OF APPLICATION Rev 5/2014

Company Name
Simply Worx, LLC

CERTIFICATION

Eligibility for financial assistance is determined by the information presented in this application and in the requ attachments. Any changes in the status of the proposed project from the facts presented herein, including but n to the commencement of construction, any public announcement or legal commitment (e.g., lease or contract) w contingency language, could jeopardize the project's eligibility for incentives. Please contact the staff of the LFU before taking any action which would change the status of the project as reported herein.

I, the undersigned, on behalf of the applicant, hereby represent and certify that the foregoing application infor including all attachments, to the best of my knowledge, is (a) true, complete and accurate with respect to the inf concerning the proposed project for which financial incentives are sought; and (b) does not contain any informat which any entity competing with the applicant may claim a proprietary interest.

Select which of the following is applicable:

[ ] For a new location project, I represent and certify that, but for the financial incentives being provided this application, the proposed project could not reasonably and efficiently locate in Lexington and wou locate outside of Lexington.

[X] For an expansion project, I represent and certify that the financial incentives being provided in this ap are necessary for the expansion to occur.

The undersigned, on behalf of the applicant, acknowledges that information contained within the application a

The undersigned, on behalf of the applicant, acknowledges that the applicant will be required to self-report ar

In addition, the undersigned, on behalf of the applicant, acknowledges and grants permission to the LFUCG

Quentin Smith
Signature

Owner
Title

Quentin Smith
Print Name

January 14, 2025
Date

For Electronic Signature: The person responsible for signing the document may type his/her name in the signat

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EXHIBIT C

PROMISSORY NOTE

Borrower: SIMPLYWORX LLC, of 938 Enterprise CT, STE 140, Lexington, KY 40510 (the "Borrower")

LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")

Principal Amount: $250,000.00 USD

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Loan Agreement entered into by the parties on _____, 2025, (the "Loan Agreement"), up to the maximum sum of $250,000.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.

2. Interest will be assessed at a rate of FOUR AND FIFTY-TWO HUNDREDTHS PERCENT (4.52%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.

3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of 12 percentage points (12%) per annum from the date of demand until paid.

4. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG.

5. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve percentage points (12%) per annum from the date of demand until paid.

6. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to

the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.

7. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of SIMPLYWORX LLC, a Kentucky Limited Liability Company, on this _____ day of _____, 2025.

SIMPLYWORX LLC

By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Promissory Note was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of SIMPLYWORX LLC, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Loan Agreement"), dated as of this _____ day of _____, 2025, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
("LFUCG")

And

SIMPLYWORX LLC
a Kentucky Limited Liability Company
938 Enterprise CT
STE 140
Lexington, KY 40510
("Borrower" or "Company")

And

Quentin Smith
3133 Cherry Meadow Path
Lexington, KY 40509
("Guarantor")

DRAFT

Recital

This Loan Agreement provides for a loan in the amount of two hundred fifty thousand dollars and zero cents (**$250,000.00)** from LFUCG to SIMPLYWORX LLC, (hereinafter the "Borrower" or the "Company") pursuant to Ordinance No. 153-2013 and its Jobs Fund Program as authorized by the Urban County Council in Resolution No. 745-2014. In order to induce LFUCG to enter into this Loan Agreement and to make the loan, the Borrower is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Company's accountant unless explicitly authorized by LFUCG.

An “Affiliate” of, or a Person “Affiliated” with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

“Activation Period” shall mean the date certain that the Company has met the requirements of and has executed Exhibit A, which is attached hereto and incorporated herein by reference.

“Application” shall mean the Borrower’s application for funding under LFUCG’s Job Funding Program, and the schedule for job creation, which is attached hereto as Exhibit B and incorporated herein by reference.

“Compliance” shall mean the Company maintains the Jobs Requirement and Wage Requirement and otherwise complies with the provisions of this Agreement.

“Disbursement” shall mean the distribution of proceeds of the Loan by LFUCG to Borrower.

“Employee” shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky, as opposed a part-time employee or independent contractor.

“Event of Default” shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

“Full Time Job” shall mean a job held by a person employed in the capacity provided in the Application (Exhibit B) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the local occupational license fee.

“Guarantor” shall meanQuentin Smith, who shall provide a personal guaranty for the outstanding principal of loan and note for a time period of ten year from the final disbursement of the loan proceeds.

“Guaranty” shall mean the guaranty agreement, signed by the Guarantor and attached as Exhibit E to this agreement, and shall include any renewal, replacement, extension, or notation thereof.

“Jobs Requirement” shall have the meaning set forth in Section 3.9 hereof;

“LFUCG” shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

“Loan” shall meant the loan in the principal amount of $250,000.00 from LFUCG to the Borrower as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit C to this Agreement.

"Loan Documents" shall mean this Loan Agreement, the Note, the Application, and all other instruments or agreements related there to.

"Note" shall mean the promissory note attached as Exhibit C to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability company, business organization, or other entity.

"Project" shall mean the certain project consisting of the Company's acquisition, construction, equipping, and staffing of a facility within Fayette County, Kentucky.

"Project Site" shall mean the facility located at 938 Enterprise CT in Lexington, Fayette County, Kentucky, together with all improvements and fixtures attached thereto.

"Repayment Penalty" shall mean the repayment required in the Event of a default as further defined in Section 3.9 of this Agreement.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

"Wage Requirement" shall have the meaning set forth in Section 3.9 hereof.

SECTION 2
The Loan

LFUCG agrees to provide a Loan to the Borrower in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of two hundred fifty thousand dollars and zero cents **($250,000.00)** as evidenced by the Note attached hereto and made a part hereof as Exhibit C.

2.2 Interest. Interest at the rate of four and fifty-two hundredths percent (4.52%) of the outstanding loan shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default may be assessed at the sole discretion of LFUCG.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Borrower in three draws. The first draw shall be one hundred twenty-five thousand dollars and zero cents ($125,000) upon activation of the incentive and the hiring the first four (4) employees. Failure to make the first draw within two (2) years after execution of this Agreement shall be an Event of Default and result in the ceasation of all future disbursements and automatic termination of the Loan Documents. The second draw shall be sixty-two thousand five hundred dollars and zero cents ($62,500) upon the receipt of a properly completed and executed Request for Disbursement, which shall be

submitted no less than ten (10) days prior to the date requested for the disbursement, and to which shall be attached documentation verifying that at least three (3) additional employees have been hired since the prior request for disbursement. The final draw of sixty-two thousand five hundred dollars and zero cents ($62,500) shall be made upon the receipt by LFUCG of a properly completed and executed Request for Disbursement, which shall be submitted no less than ten (10) days prior to the date requested for the disbursement, and to which shall be attached documentation verifying that at least three (3) additional employees have been hired since the prior request for disbursement. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, (iii) the Company has complied with the Jobs and Wage Requirements in accordance with job creation schedule outlined in Exhibit B to the date of the reimbursement request, and (iv) LFUCG has received properly completed and executed copies of Exhibits A and D not less than ten (10) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Installments of Principal and Interest. The Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest all of which shall be due on the fifteenth day of the second month of each quarter. The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due beginning three (3) months from the date of the initial disbursement of funds to Borrower. In the event of default, the balance due on the Note, together with accrued interest thereon shall be due and payable within ten (10) days of LFUCG providing Borrower with a written notice of demand of the balance owing. Borrower shall make all payments through LFUCG digital bill payment by credit card, debit card, or e-check. An additional small charge will be applied to the payment for processing fees.

2.5 Prepayment. The Borrower shall have the right at any time to prepay the Note in whole or in part. Prepayments shall be applied first to accrued but unpaid interest, and then to installments of principal of the Loan in reverse order of their maturity. Prepayments shall not relieve the Borrower from the duty to make consecutive payments in the amount provided in accordance with Section 2.4, but shall operate to discharge the Borrower's obligation at an earlier date.

Prepayment shall not relieve the Borrower from any Jobs and Wage Requirement provided herein. Rather, the Jobs and Wage Requirement provided herein shall continue after the loan has been repaid, until the Company has maintained said jobs for a period

of ten (10) years. If the Company fails to abide by this requirement after fully repaying the loan proceeds, LFUCG may require the Company to pay a monthly penalty, which shall be calculated individually for each job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

($28.00– Actual Hourly Wage) /$28.00)

x

($28.00 x Occupational License Fee Rate in Lexington-Fayette County x Hours Required to be "Full-Time" under the Loan Agreement x 4.34524 [weeks in a month, on average])

x

1.10

Beginning fifteen (15) days after any Full-Time Job required hereunder has been permitted to lapse, or has fallen below the wage requirement, LFUCG may elect to levy a monthly repayment penalty for any month in which the Company has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be made within ten (10) days of receipt of notice that a monthly repayment penalty is due. All monthly repayment penalty payments shall be credited to the Company's account and such amounts deducted from the principal and interest owed under this Loan Agreement. Borrower shall make all penalty payments through LFUCG digital bill payment by credit card, debit card, or e-check. A small fee will be applied to the payment.

2.6 Late Charges. If the Borrower fails to pay any installment of principal or interest require under the Note within ten (10) days after the date such a payment first becomes due, the Borrower shall pay to LFUCG a late charge equal to five percent (5%) of such payment, which amount shall be due at the time the late payment is made.

2.7 Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

2.8 Security. The Note and the Loan evidenced thereby are and shall be secured by the Guaranty, which is attached hereto and incorporated herein by reference as Exhibit E, which shall be delivered simultaneously with the execution of this Loan Agreement by the Guarantor.

SECTION 3
General Covenants

The Borrower agrees that, until it has fully repaid the Loan, plus all other interests, penalties, fees, or charges due and owing hereunder, it shall preform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Company shall not, without the prior written consent of LFUCG (which consent shall not be unreasonably withheld):

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site;

(c) Enter into any agreement for the assumption of the Loan by any other Person; or,

(d) Undertake a change in majority ownership, management, or control.

If Company intends to take part in a merger, Company shall, prior to merger:

(a) Provide notification of intent to merge to LFUCG Chief Development Officer no less than 30 days prior to merger;

(b) Obtain a new personal guarantee, unless each current guarantor provides written assurances, to the satisfaction of LFUCG, that it remains bound by the existing personal guarantee (including by signing a reaffirmation agreement); and,

(c) Receive the approval of the Economic Development Investment Board (EDIB) and the LFUCG City Council prior to merger.

Failure to follow the above-mentioned requirements shall be considered an Event of Default, entitling LFUCG to those remedies provided in Section 6 of this Agreement.

3.2 Financial Statements and Business Records. The Company shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Company shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Company shall furnish to LFUCG annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Company shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Company shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky,

to accept service of process. The Company shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Company shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Company's property, unless the Company is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the purposes described in the Application. It shall not be used to pay any prior obligation of the Company to the LFUCG, including previous loan agreements pursuant to the Jobs Fund Program.

3.6 Properties and Insurance. The Company shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Company shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Company shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Company's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Jobs and Wage Requirements. The Company shall create at least ten (10) new Full Time Jobs, as defined Section 1 of this Agreement, which shall have a mean hourly wage of at least $28.00, earned from work performed within Lexington-Fayette County, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, by no later than two (2) years following the date of this Loan Agreement pursuant to the job creation schedule outlined in Exhibit B, and further agrees to maintain said jobs for a period of ten (10) years, or until the entirety of the loan proceeds have been repaid, as further provided in Exhibit B and certified in the

Compliance Form, attached as Exhibit D, whichever occurs later. All jobs created pursuant to this Loan Agreement shall be subject to Lexington-Fayette County occupational license fees, including any jobs allowing remote work.

Should the Company fail to comply with the job creation schedule outlined in Exhibit B, or allow any required Full-Time Job to lapse for a period of more than fifteen (15) consecutive business days, LFUCG may elect either of the following remedies, which shall be in addition to any other remedies or damages LFUCG may be entitled to under law or equity:

(a) Repayment Penalty. LFUCG may require the Company to pay a monthly repayment penalty, which shall be calculated individually for each Full-Time Job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

Repayment

($28.00– Actual Hourly Wage) /$28.00)

x

($28.00 x Occupational License Fee Rate in Lexington-Fayette County x Hours Required to be “Full-Time” under the Loan Agreement x 4.34524 [weeks in a month, on average])

x

1.10

Beginning fifteen (15) days after any Full-Time Job required hereunder has not been hired, been permitted to lapse, or has fallen below the wage requirement, LFUCG may elect to levy a monthly repayment penalty for any month in which the Company has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be made within ten (10) days of receipt of notice that a monthly repayment penalty is due.

(b) Default. LFUCG may elect to treat the Company’s failure to create or maintain full-time jobs as required hereunder for a period of more than fifteen (15) consecutive business days as an event of default, as defined in Section 5 of this Agreement, entitling LFUCG to those remedies provided in Section 6 of this Agreement.

As evidence of its compliance with this Agreement, the Company agrees to provide, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG, and except as otherwise required by

law and specifically excluding any personally-identifiable information), a list of the new full time positions employed at the Project Site (Exhibit D) and a report of each such employee's hourly salary, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, upon request, and shall submit such documentation to LFUCG with or without request one year after executing the activation certificate attached hereto, and bi-annually thereafter.

The Company shall not count Full-Time Jobs or employees hired pursuant to another agreement with the LFUCG for the purposes of its Jobs and Wage Requirements under this Agreement.

3.10 Headquarters in Lexington-Fayette County. In addition to the Jobs and Wage Requirements set forth above, the headquarters of the Company, and Project Site, to the extent its headquarters and the Project Site differ, shall remain in Lexington-Fayette County for the entirety of the loan's term.

3.11 Indemnification. The Company shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Company's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Company acknowledges and agrees that this indemnity provision shall survive the termination of this agreement.

SECTION 4
Representations and Warranties

The Borrower hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Borrower is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Borrower's ability to meet its obligations hereunder. The Borrower shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Borrower shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Borrower has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the Borrower's execution or delivery of the Loan Documents nor the performance or

observance by the Borrower of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Borrower is a party on behalf of the Borrower has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Borrower enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Borrower is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Borrower's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Borrower is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Borrower's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the modified cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Borrower's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Borrower's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Borrower does represent and certify that the financial incentives being provided by the LFUCG are necessary for the expansion to occur and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.9, above.

SECTION 5
Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Borrower to make payments of principal or interest under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreement. If the Borrower violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Borrower. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Borrower is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Borrower, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Borrower from LFUCG.

5.5 Dissolution or Termination of Existence; Merger. If the Borrower or any person, firm, or corporation controlling the Borrower takes any action that is intended to result in the Company's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months. Failure to follow the requirements contained in Section 3.1 shall also be an Event of Default.

5.6 Solvency.

(a) If the Borrower shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Borrower in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator

of all or any material part of the Borrower's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Loan Documents. If, for any reason, any of the Loan Documents to which Borrower is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Borrower as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Borrower in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Borrower's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Borrower shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Borrower shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Borrower hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Borrower at the Project Site, and the number of hours worked by those employees. The Borrower hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement.

7.6 Corporate Existence and Authorization. The Company shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Company of any of their respective rights or duties under this Agreement or the other Loan Documents.

SECTION 8
Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Borrower's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Borrower and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Borrower of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Borrower is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Complete Agreement. This Loan Agreement and the other instruments referred to herein contain the entire agreement of the parties pertaining to its subject matter and supersede all prior written and oral agreements pertaining hereto.

8.8 Assignments or Modifications. The Borrower may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Borrower.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9
Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG: Chief Development Officer
Lexington-Fayette Urban County Government

200 East Main Street
Lexington, KY 40507
ATTN: Kevin Atkins

If to the Borrower: SIMPLYWORX LLC
938 Enterprise CT
STE 140
Lexington, KY 40510

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Borrower herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Borrower shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the Activation Date, and continue until the first date on which the Loan and all accrued interest thereon shall have been paid in full and the Borrower shall have paid and performed all its other obligations hereunder.

12.2 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.3 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.4 Waivers by the Borrower. The Borrower hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Borrower have executed this Loan Agreement as of the day, month and year first above written.

Printed Name: Linda Gorton

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Title: Mayor

ATTEST:

_____

Council Clerk

COMPANY:

SIMPLYWORX LLC

By: _____
Printed Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

The foregoing Loan Agreement was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025 by _____ of SIMPLYWORX LLC, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____
Notary # _____

_____
Quentin Smith,
Individually, and as personal
guarantor for SIMPLYWORX LLC

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

The foregoing Loan Agreement was subscribed, sworn to and acknowledged before me by Quentin Smith, individually and as a guarantor for SIMPLYWORX LLC, this the____day of _____, 2025.

_____
Notary Public
My commission expires: _____
Notary # _____

4920-1758-1850, v. 2

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, PURSUANT TO THE JOBS FUND PROGRAM, TO EXECUTE A TEN (10) YEAR LOAN AGREEMENT AND RELATED DOCUMENTS WITH SIMPLYWORX LLC, IN AN AMOUNT NOT TO EXCEED $250,000.00, FOR THE CREATION AND RETENTION OF AT LEAST TEN (10) NEW JOBS WITH AN AVERAGE HOURLY WAGE OF AT LEAST $28.00, EXCLUSIVE OF BENEFITS.

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, pursuant to the Jobs Fund Program, be and hereby is authorized to execute a ten (10) year Loan Agreement, which is attached hereto and incorporated by reference, and any related documents, with SIMPLYWORX LLC, in an amount not to exceed $250,000.00, for the creation and retention of at least ten (10) new jobs with an average hourly wage of at least $28.00, exclusive of benefits.

Section 2 – That an amount, not to exceed the sum of $250,000.00, be and hereby is approved for payment to SIMPLYWORX LLC, from account # 1144-136101-0001-78103, pursuant to the terms of the Loan Agreement and any related documents.

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
0196-25:TAH:4907-3182-7236, v. 1

RESOLUTION NO. 103 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, PURSUANT TO THE JOBS FUND PROGRAM, TO EXECUTE A TEN (10) YEAR LOAN AGREEMENT AND RELATED DOCUMENTS WITH SIMPLYWORX LLC, IN AN AMOUNT NOT TO EXCEED $250,000.00, FOR THE CREATION AND RETENTION OF AT LEAST TEN (10) NEW JOBS WITH AN AVERAGE HOURLY WAGE OF AT LEAST $28.00, EXCLUSIVE OF BENEFITS.

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, pursuant to the Jobs Fund Program, be and hereby is authorized to execute a ten (10) year Loan Agreement, which is attached hereto and incorporated by reference, and any related documents, with SIMPLYWORX LLC, in an amount not to exceed $250,000.00, for the creation and retention of at least ten (10) new jobs with an average hourly wage of at least $28.00, exclusive of benefits.

Section 2 – That an amount, not to exceed the sum of $250,000.00, be and hereby is approved for payment to SIMPLYWORX LLC, from account # 1144-136101-0001-78103, pursuant to the terms of the Loan Agreement and any related documents.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0196-25:TAH:4907-3182-7236, v. 1

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Loan Agreement"), dated as of this 21 day of March, 2025, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
("LFUCG")

And

SIMPLYWORX LLC
a Kentucky Limited Liability Company
938 Enterprise CT
STE 140
Lexington, KY 40510
("Borrower" or "Company")

And

Quentin Smith
3133 Cherry Meadow Path
Lexington, KY 40509
("Guarantor")

Recital

This Loan Agreement provides for a loan in the amount of two hundred fifty thousand dollars and zero cents (**$250,000.00**) from LFUCG to SIMPLYWORX LLC, (hereinafter the "Borrower" or the "Company") pursuant to Ordinance No. 153-2013 and its Jobs Fund Program as authorized by the Urban County Council in Resolution No. 745-2014. In order to induce LFUCG to enter into this Loan Agreement and to make the loan, the Borrower is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Company's accountant unless explicitly authorized by LFUCG.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Activation Period" shall mean the date certain that the Company has met the requirements of and has executed Exhibit A, which is attached hereto and incorporated herein by reference.

"Application" shall mean the Borrower's application for funding under LFUCG's Job Funding Program, and the schedule for job creation, which is attached hereto as Exhibit B and incorporated herein by reference.

"Compliance" shall mean the Company maintains the Jobs Requirement and Wage Requirement and otherwise complies with the provisions of this Agreement.

"Disbursement" shall mean the distribution of proceeds of the Loan by LFUCG to Borrower.

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky, as opposed a part-time employee or independent contractor.

"Event of Default" shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

"Full Time Job" shall mean a job held by a person employed in the capacity provided in the Application (Exhibit B) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the local occupational license fee.

"Guarantor" shall meanQuentin Smith, who shall provide a personal guaranty for the outstanding principal of loan and note for a time period of ten year from the final disbursement of the loan proceeds.

"Guaranty" shall mean the guaranty agreement, signed by the Guarantor and attached as Exhibit E to this agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Jobs Requirement" shall have the meaning set forth in Section 3.9 hereof;

"LFUCG" shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

"Loan" shall meant the loan in the principal amount of $250,000.00 from LFUCG to the Borrower as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit C to this Agreement.

"Loan Documents" shall mean this Loan Agreement, the Note, the Application, and all other instruments or agreements related there to.

"Note" shall mean the promissory note attached as Exhibit C to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability company, business organization, or other entity.

"Project" shall mean the certain project consisting of the Company's acquisition, construction, equipping, and staffing of a facility within Fayette County, Kentucky.

"Project Site" shall mean the facility located at 938 Enterprise CT in Lexington, Fayette County, Kentucky, together with all improvements and fixtures attached thereto.

"Repayment Penalty" shall mean the repayment required in the Event of a default as further defined in Section 3.9 of this Agreement.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

"Wage Requirement" shall have the meaning set forth in Section 3.9 hereof.

SECTION 2
The Loan

LFUCG agrees to provide a Loan to the Borrower in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of two hundred fifty thousand dollars and zero cents **($250,000.00)** as evidenced by the Note attached hereto and made a part hereof as Exhibit C.

2.2 Interest. Interest at the rate of four and fifty-two hundredths percent (4.52%) of the outstanding loan shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default may be assessed at the sole discretion of LFUCG.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Borrower in three draws. The first draw shall be one hundred twenty-five thousand dollars and zero cents ($125,000) upon activation of the incentive and the hiring the first two (2) employees. Failure to make the first draw within one (1) year after execution of this Agreement shall be an Event of Default and result in the ceasation of all future disbursements and automatic termination of the Loan Documents. The second draw shall be sixty-two thousand five hundred dollars and zero cents ($62,500) upon the receipt of a properly completed and executed Request for Disbursement, which shall be

submitted no less than ten (10) days prior to the date requested for the disbursement, and to which shall be attached documentation verifying that at least five (5) additional employees have been hired since the prior request for disbursement. The final draw of sixty-two thousand five hundred dollars and zero cents ($62,500) shall be made upon the receipt by LFUCG of a properly completed and executed Request for Disbursement, which shall be submitted no less than ten (10) days prior to the date requested for the disbursement, and to which shall be attached documentation verifying that at least three (3) additional employees have been hired since the prior request for disbursement. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, (iii) the Company has complied with the Jobs and Wage Requirements in accordance with job creation schedule outlined in Exhibit B to the date of the reimbursement request, and (iv) LFUCG has received properly completed and executed copies of Exhibits A and D not less than ten (10) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Installments of Principal and Interest. The Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest all of which shall be due on the fifteenth day of the second month of each quarter. The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due beginning three (3) months from the date of the initial disbursement of funds to Borrower. In the event of default, the balance due on the Note, together with accrued interest thereon shall be due and payable within ten (10) days of LFUCG providing Borrower with a written notice of demand of the balance owing. Borrower shall make all payments through LFUCG digital bill payment by credit card, debit card, or e-check. An additional small charge will be applied to the payment for processing fees.

2.5 Prepayment. The Borrower shall have the right at any time to prepay the Note in whole or in part. Prepayments shall be applied first to accrued but unpaid interest, and then to installments of principal of the Loan in reverse order of their maturity. Prepayments shall not relieve the Borrower from the duty to make consecutive payments in the amount provided in accordance with Section 2.4, but shall operate to discharge the Borrower's obligation at an earlier date.

Prepayment shall not relieve the Borrower from any Jobs and Wage Requirement provided herein. Rather, the Jobs and Wage Requirement provided herein shall continue after the loan has been repaid, until the Company has maintained said jobs for a period

of ten (10) years. If the Company fails to abide by this requirement after fully repaying the loan proceeds, LFUCG may require the Company to pay a monthly penalty, which shall be calculated individually for each job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

($28.00– Actual Hourly Wage) /$28.00)

x

($28.00 x Occupational License Fee Rate in Lexington-Fayette County x Hours Required to be "Full-Time" under the Loan Agreement x 4.34524 [weeks in a month, on average])

x

1.10

Beginning fifteen (15) days after any Full-Time Job required hereunder has been permitted to lapse, or has fallen below the wage requirement, LFUCG may elect to levy a monthly repayment penalty for any month in which the Company has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be made within ten (10) days of receipt of notice that a monthly repayment penalty is due. All monthly repayment penalty payments shall be credited to the Company's account and such amounts deducted from the principal and interest owed under this Loan Agreement. Borrower shall make all penalty payments through LFUCG digital bill payment by credit card, debit card, or e-check. A small fee will be applied to the payment.

2.6 Late Charges. If the Borrower fails to pay any installment of principal or interest require under the Note within ten (10) days after the date such a payment first becomes due, the Borrower shall pay to LFUCG a late charge equal to five percent (5%) of such payment, which amount shall be due at the time the late payment is made.

2.7 Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

2.8 Security. The Note and the Loan evidenced thereby are and shall be secured by the Guaranty, which is attached hereto and incorporated herein by reference as Exhibit E, which shall be delivered simultaneously with the execution of this Loan Agreement by the Guarantor.

SECTION 3
General Covenants

The Borrower agrees that, until it has fully repaid the Loan, plus all other interests, penalties, fees, or charges due and owing hereunder, it shall preform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Company shall not, without the prior written consent of LFUCG (which consent shall not be unreasonably withheld):

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site;

(c) Enter into any agreement for the assumption of the Loan by any other Person; or,

(d) Undertake a change in majority ownership, management, or control.

If Company intends to take part in a merger, Company shall, prior to merger:

(a) Provide notification of intent to merge to LFUCG Chief Development Officer no less than 30 days prior to merger;

(b) Obtain a new personal guarantee, unless each current guarantor provides written assurances, to the satisfaction of LFUCG, that it remains bound by the existing personal guarantee (including by signing a reaffirmation agreement); and,

(c) Receive the approval of the Economic Development Investment Board (EDIB) and the LFUCG City Council prior to merger.

Failure to follow the above-mentioned requirements shall be considered an Event of Default, entitling LFUCG to those remedies provided in Section 6 of this Agreement.

3.2 Financial Statements and Business Records. The Company shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Company shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Company shall furnish to LFUCG annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Company shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Company shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky,

to accept service of process. The Company shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Company shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Company's property, unless the Company is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the purposes described in the Application. It shall not be used to pay any prior obligation of the Company to the LFUCG, including previous loan agreements pursuant to the Jobs Fund Program.

3.6 Properties and Insurance. The Company shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Company shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Company shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Company's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Jobs and Wage Requirements. Except as otherwise provided herein, the Company shall create at least ten (10) new Full Time Jobs, as defined Section 1 of this Agreement, which shall have a mean hourly wage of at least $28.00, earned from work performed within Lexington-Fayette County, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, in accordance with the job creation schedule outlined in Exhibit B, and further agrees to maintain each job for a period of ten (10) years, or until the entirety of the loan proceeds have been repaid, as further provided in Exhibit B and certified in the Compliance Form, attached as Exhibit

D, whichever occurs later. Notwithstanding Exhibit B, Company shall create four (4) new Full Time Jobs within one (1) year after execution of this Agreement. All jobs created pursuant to this Loan Agreement shall be subject to Lexington-Fayette County occupational license fees, including any jobs allowing remote work.

Should the Company fail to comply with the job creation schedule outlined in Exhibit B and in this Loan Agreement, or allow any required Full-Time Job to lapse for a period of more than fifteen (15) consecutive business days, LFUCG may elect either of the following remedies, which shall be in addition to any other remedies or damages LFUCG may be entitled to under law or equity:

(a) Repayment Penalty. LFUCG may require the Company to pay a monthly repayment penalty, which shall be calculated individually for each Full-Time Job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

Repayment

($28.00– Actual Hourly Wage) /$28.00)

x

($28.00 x Occupational License Fee Rate in Lexington-Fayette County x Hours Required to be "Full-Time" under the Loan Agreement x 4.34524 [weeks in a month, on average])

x

1.10

Beginning fifteen (15) days after any Full-Time Job required hereunder has not been hired, been permitted to lapse, or has fallen below the wage requirement, LFUCG may elect to levy a monthly repayment penalty for any month in which the Company has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be made within ten (10) days of receipt of notice that a monthly repayment penalty is due.

(b) Default. LFUCG may elect to treat the Company's failure to create or maintain full-time jobs as required hereunder for a period of more than fifteen (15) consecutive business days as an event of default, as defined in Section 5 of this Agreement, entitling LFUCG to those remedies provided in Section 6 of this Agreement.

As evidence of its compliance with this Agreement, the Company agrees to provide, on a confidential basis (except as to information disclosed on the public website

of LFUCG as to all projects approved by LFUCG, and except as otherwise required by law and specifically excluding any personally-identifiable information), a list of the new full time positions employed at the Project Site (Exhibit D) and a report of each such employee's hourly salary, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, upon request, and shall submit such documentation to LFUCG with or without request one year after executing the activation certificate attached hereto, and bi-annually thereafter.

The Company shall not count Full-Time Jobs or employees hired pursuant to another agreement with the LFUCG for the purposes of its Jobs and Wage Requirements under this Agreement.

3.10 Headquarters in Lexington-Fayette County. In addition to the Jobs and Wage Requirements set forth above, the headquarters of the Company, and Project Site, to the extent its headquarters and the Project Site differ, shall remain in Lexington-Fayette County for the entirety of the loan's term.

3.11 Indemnification. The Company shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Company's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Company acknowledges and agrees that this indemnity provision shall survive the termination of this agreement.

SECTION 4
Representations and Warranties

The Borrower hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Borrower is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Borrower's ability to meet its obligations hereunder. The Borrower shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Borrower shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Borrower has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the

Borrower's execution or delivery of the Loan Documents nor the performance or observance by the Borrower of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Borrower is a party on behalf of the Borrower has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Borrower enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Borrower is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Borrower's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Borrower is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Borrower's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the modified cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Borrower's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Borrower's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Borrower does represent and certify that the financial incentives being provided by the LFUCG are necessary for the expansion to occur and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.9, above.

SECTION 5
Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Borrower to make payments of principal or interest under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreement. If the Borrower violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Borrower. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Borrower is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Borrower, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Borrower from LFUCG.

5.5 Dissolution or Termination of Existence; Merger. If the Borrower or any person, firm, or corporation controlling the Borrower takes any action that is intended to result in the Company's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months. Failure to follow the requirements contained in Section 3.1 shall also be an Event of Default.

5.6 Solvency.

(a) If the Borrower shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Borrower in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator

of all or any material part of the Borrower's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Loan Documents. If, for any reason, any of the Loan Documents to which Borrower is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Borrower as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Borrower in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Borrower's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Borrower shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Borrower shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Borrower hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Borrower at the Project Site, and the number of hours worked by those employees. The Borrower hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement.

7.6 Corporate Existence and Authorization. The Company shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Company of any of their respective rights or duties under this Agreement or the other Loan Documents.

SECTION 8
Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Borrower's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Borrower and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Borrower of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Borrower is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Complete Agreement. This Loan Agreement and the other instruments referred to herein contain the entire agreement of the parties pertaining to its subject matter and supersede all prior written and oral agreements pertaining hereto.

8.8 Assignments or Modifications. The Borrower may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Borrower.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9
Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG: Chief Development Officer
Lexington-Fayette Urban County Government

200 East Main Street
Lexington, KY 40507
ATTN: Kevin Atkins

If to the Borrower: SIMPLYWORX LLC
938 Enterprise CT
STE 140
Lexington, KY 40510

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Borrower herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Borrower shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the Activation Date, and continue until the first date on which the Loan and all accrued interest thereon shall have been paid in full and the Borrower shall have paid and performed all its other obligations hereunder.

12.2 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.3 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.4 Waivers by the Borrower. The Borrower hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Borrower have executed this Loan Agreement as of the day, month and year first above written.

Printed Name: Linda Gorton

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Title: Mayor

ATTEST:

Deputy MacKenzie Stark

Council Clerk

COMPANY:

SIMPLYWORX LLC

By: _____

Printed Name: Quentin Smith

Title: Owner

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Fayette)

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Loan Agreement"), dated as of this 21 day of March, 2025, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
("LFUCG")

And

SIMPLYWORX LLC
a Kentucky Limited Liability Company
938 Enterprise CT
STE 140
Lexington, KY 40510
("Borrower" or "Company")

And

Quentin Smith
3133 Cherry Meadow Path
Lexington, KY 40509
("Guarantor")

Recital

This Loan Agreement provides for a loan in the amount of two hundred fifty thousand dollars and zero cents (**$250,000.00**) from LFUCG to SIMPLYWORX LLC, (hereinafter the "Borrower" or the "Company") pursuant to Ordinance No. 153-2013 and its Jobs Fund Program as authorized by the Urban County Council in Resolution No. 745-2014. In order to induce LFUCG to enter into this Loan Agreement and to make the loan, the Borrower is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Company's accountant unless explicitly authorized by LFUCG.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Activation Period" shall mean the date certain that the Company has met the requirements of and has executed Exhibit A, which is attached hereto and incorporated herein by reference.

"Application" shall mean the Borrower's application for funding under LFUCG's Job Funding Program, and the schedule for job creation, which is attached hereto as Exhibit B and incorporated herein by reference.

"Compliance" shall mean the Company maintains the Jobs Requirement and Wage Requirement and otherwise complies with the provisions of this Agreement.

"Disbursement" shall mean the distribution of proceeds of the Loan by LFUCG to Borrower.

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky, as opposed a part-time employee or independent contractor.

"Event of Default" shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

"Full Time Job" shall mean a job held by a person employed in the capacity provided in the Application (Exhibit B) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the local occupational license fee.

"Guarantor" shall meanQuentin Smith, who shall provide a personal guaranty for the outstanding principal of loan and note for a time period of ten year from the final disbursement of the loan proceeds.

"Guaranty" shall mean the guaranty agreement, signed by the Guarantor and attached as Exhibit E to this agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Jobs Requirement" shall have the meaning set forth in Section 3.9 hereof;

"LFUCG" shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

"Loan" shall meant the loan in the principal amount of $250,000.00 from LFUCG to the Borrower as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit C to this Agreement.

"Loan Documents" shall mean this Loan Agreement, the Note, the Application, and all other instruments or agreements related there to.

"Note" shall mean the promissory note attached as Exhibit C to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability company, business organization, or other entity.

"Project" shall mean the certain project consisting of the Company's acquisition, construction, equipping, and staffing of a facility within Fayette County, Kentucky.

"Project Site" shall mean the facility located at 938 Enterprise CT in Lexington, Fayette County, Kentucky, together with all improvements and fixtures attached thereto.

"Repayment Penalty" shall mean the repayment required in the Event of a default as further defined in Section 3.9 of this Agreement.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

"Wage Requirement" shall have the meaning set forth in Section 3.9 hereof.

SECTION 2
The Loan

LFUCG agrees to provide a Loan to the Borrower in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of two hundred fifty thousand dollars and zero cents **($250,000.00)** as evidenced by the Note attached hereto and made a part hereof as Exhibit C.

2.2 Interest. Interest at the rate of four and fifty-two hundredths percent (4.52%) of the outstanding loan shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default may be assessed at the sole discretion of LFUCG.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Borrower in three draws. The first draw shall be one hundred twenty-five thousand dollars and zero cents ($125,000) upon activation of the incentive and the hiring the first two (2) employees. Failure to make the first draw within one (1) year after execution of this Agreement shall be an Event of Default and result in the ceasation of all future disbursements and automatic termination of the Loan Documents. The second draw shall be sixty-two thousand five hundred dollars and zero cents ($62,500) upon the receipt of a properly completed and executed Request for Disbursement, which shall be

submitted no less than ten (10) days prior to the date requested for the disbursement, and to which shall be attached documentation verifying that at least five (5) additional employees have been hired since the prior request for disbursement. The final draw of sixty-two thousand five hundred dollars and zero cents ($62,500) shall be made upon the receipt by LFUCG of a properly completed and executed Request for Disbursement, which shall be submitted no less than ten (10) days prior to the date requested for the disbursement, and to which shall be attached documentation verifying that at least three (3) additional employees have been hired since the prior request for disbursement. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, (iii) the Company has complied with the Jobs and Wage Requirements in accordance with job creation schedule outlined in Exhibit B to the date of the reimbursement request, and (iv) LFUCG has received properly completed and executed copies of Exhibits A and D not less than ten (10) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Installments of Principal and Interest. The Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest all of which shall be due on the fifteenth day of the second month of each quarter. The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due beginning three (3) months from the date of the initial disbursement of funds to Borrower. In the event of default, the balance due on the Note, together with accrued interest thereon shall be due and payable within ten (10) days of LFUCG providing Borrower with a written notice of demand of the balance owing. Borrower shall make all payments through LFUCG digital bill payment by credit card, debit card, or e-check. An additional small charge will be applied to the payment for processing fees.

2.5 Prepayment. The Borrower shall have the right at any time to prepay the Note in whole or in part. Prepayments shall be applied first to accrued but unpaid interest, and then to installments of principal of the Loan in reverse order of their maturity. Prepayments shall not relieve the Borrower from the duty to make consecutive payments in the amount provided in accordance with Section 2.4, but shall operate to discharge the Borrower's obligation at an earlier date.

Prepayment shall not relieve the Borrower from any Jobs and Wage Requirement provided herein. Rather, the Jobs and Wage Requirement provided herein shall continue after the loan has been repaid, until the Company has maintained said jobs for a period

of ten (10) years. If the Company fails to abide by this requirement after fully repaying the loan proceeds, LFUCG may require the Company to pay a monthly penalty, which shall be calculated individually for each job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

($28.00– Actual Hourly Wage) /$28.00)

x

($28.00 x Occupational License Fee Rate in Lexington-Fayette County x Hours Required to be "Full-Time" under the Loan Agreement x 4.34524 [weeks in a month, on average])

x

1.10

Beginning fifteen (15) days after any Full-Time Job required hereunder has been permitted to lapse, or has fallen below the wage requirement, LFUCG may elect to levy a monthly repayment penalty for any month in which the Company has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be made within ten (10) days of receipt of notice that a monthly repayment penalty is due. All monthly repayment penalty payments shall be credited to the Company's account and such amounts deducted from the principal and interest owed under this Loan Agreement. Borrower shall make all penalty payments through LFUCG digital bill payment by credit card, debit card, or e-check. A small fee will be applied to the payment.

2.6 Late Charges. If the Borrower fails to pay any installment of principal or interest require under the Note within ten (10) days after the date such a payment first becomes due, the Borrower shall pay to LFUCG a late charge equal to five percent (5%) of such payment, which amount shall be due at the time the late payment is made.

2.7 Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

2.8 Security. The Note and the Loan evidenced thereby are and shall be secured by the Guaranty, which is attached hereto and incorporated herein by reference as Exhibit E, which shall be delivered simultaneously with the execution of this Loan Agreement by the Guarantor.

SECTION 3
General Covenants

The Borrower agrees that, until it has fully repaid the Loan, plus all other interests, penalties, fees, or charges due and owing hereunder, it shall preform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Company shall not, without the prior written consent of LFUCG (which consent shall not be unreasonably withheld):

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site;

(c) Enter into any agreement for the assumption of the Loan by any other Person; or,

(d) Undertake a change in majority ownership, management, or control.

If Company intends to take part in a merger, Company shall, prior to merger:

(a) Provide notification of intent to merge to LFUCG Chief Development Officer no less than 30 days prior to merger;

(b) Obtain a new personal guarantee, unless each current guarantor provides written assurances, to the satisfaction of LFUCG, that it remains bound by the existing personal guarantee (including by signing a reaffirmation agreement); and,

(c) Receive the approval of the Economic Development Investment Board (EDIB) and the LFUCG City Council prior to merger.

Failure to follow the above-mentioned requirements shall be considered an Event of Default, entitling LFUCG to those remedies provided in Section 6 of this Agreement.

3.2 Financial Statements and Business Records. The Company shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Company shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Company shall furnish to LFUCG annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Company shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Company shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky,

to accept service of process. The Company shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Company shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Company's property, unless the Company is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the purposes described in the Application. It shall not be used to pay any prior obligation of the Company to the LFUCG, including previous loan agreements pursuant to the Jobs Fund Program.

3.6 Properties and Insurance. The Company shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Company shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Company shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Company's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Jobs and Wage Requirements. Except as otherwise provided herein, the Company shall create at least ten (10) new Full Time Jobs, as defined Section 1 of this Agreement, which shall have a mean hourly wage of at least $28.00, earned from work performed within Lexington-Fayette County, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, in accordance with the job creation schedule outlined in Exhibit B, and further agrees to maintain each job for a period of ten (10) years, or until the entirety of the loan proceeds have been repaid, as further provided in Exhibit B and certified in the Compliance Form, attached as Exhibit

D, whichever occurs later. Notwithstanding Exhibit B, Company shall create four (4) new Full Time Jobs within one (1) year after execution of this Agreement. All jobs created pursuant to this Loan Agreement shall be subject to Lexington-Fayette County occupational license fees, including any jobs allowing remote work.

Should the Company fail to comply with the job creation schedule outlined in Exhibit B and in this Loan Agreement, or allow any required Full-Time Job to lapse for a period of more than fifteen (15) consecutive business days, LFUCG may elect either of the following remedies, which shall be in addition to any other remedies or damages LFUCG may be entitled to under law or equity:

(a) Repayment Penalty. LFUCG may require the Company to pay a monthly repayment penalty, which shall be calculated individually for each Full-Time Job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

Repayment

($28.00– Actual Hourly Wage) /$28.00)

x

($28.00 x Occupational License Fee Rate in Lexington-Fayette County x Hours Required to be "Full-Time" under the Loan Agreement x 4.34524 [weeks in a month, on average])

x

1.10

Beginning fifteen (15) days after any Full-Time Job required hereunder has not been hired, been permitted to lapse, or has fallen below the wage requirement, LFUCG may elect to levy a monthly repayment penalty for any month in which the Company has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be made within ten (10) days of receipt of notice that a monthly repayment penalty is due.

(b) Default. LFUCG may elect to treat the Company's failure to create or maintain full-time jobs as required hereunder for a period of more than fifteen (15) consecutive business days as an event of default, as defined in Section 5 of this Agreement, entitling LFUCG to those remedies provided in Section 6 of this Agreement.

As evidence of its compliance with this Agreement, the Company agrees to provide, on a confidential basis (except as to information disclosed on the public website

of LFUCG as to all projects approved by LFUCG, and except as otherwise required by law and specifically excluding any personally-identifiable information), a list of the new full time positions employed at the Project Site (Exhibit D) and a report of each such employee's hourly salary, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, upon request, and shall submit such documentation to LFUCG with or without request one year after executing the activation certificate attached hereto, and bi-annually thereafter.

The Company shall not count Full-Time Jobs or employees hired pursuant to another agreement with the LFUCG for the purposes of its Jobs and Wage Requirements under this Agreement.

3.10 Headquarters in Lexington-Fayette County. In addition to the Jobs and Wage Requirements set forth above, the headquarters of the Company, and Project Site, to the extent its headquarters and the Project Site differ, shall remain in Lexington-Fayette County for the entirety of the loan's term.

3.11 Indemnification. The Company shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Company's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Company acknowledges and agrees that this indemnity provision shall survive the termination of this agreement.

SECTION 4
Representations and Warranties

The Borrower hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Borrower is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Borrower's ability to meet its obligations hereunder. The Borrower shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Borrower shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Borrower has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the

Borrower's execution or delivery of the Loan Documents nor the performance or observance by the Borrower of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Borrower is a party on behalf of the Borrower has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Borrower enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Borrower is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Borrower's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Borrower is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Borrower's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the modified cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Borrower's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Borrower's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Borrower does represent and certify that the financial incentives being provided by the LFUCG are necessary for the expansion to occur and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.9, above.

SECTION 5
Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Borrower to make payments of principal or interest under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreement. If the Borrower violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Borrower. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Borrower is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Borrower, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Borrower from LFUCG.

5.5 Dissolution or Termination of Existence; Merger. If the Borrower or any person, firm, or corporation controlling the Borrower takes any action that is intended to result in the Company's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months. Failure to follow the requirements contained in Section 3.1 shall also be an Event of Default.

5.6 Solvency.

(a) If the Borrower shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Borrower in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator

of all or any material part of the Borrower's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Loan Documents. If, for any reason, any of the Loan Documents to which Borrower is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Borrower as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Borrower in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Borrower's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Borrower shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Borrower shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Borrower hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Borrower at the Project Site, and the number of hours worked by those employees. The Borrower hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement.

7.6 Corporate Existence and Authorization. The Company shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Company of any of their respective rights or duties under this Agreement or the other Loan Documents.

SECTION 8
Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Borrower's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Borrower and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Borrower of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Borrower is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Complete Agreement. This Loan Agreement and the other instruments referred to herein contain the entire agreement of the parties pertaining to its subject matter and supersede all prior written and oral agreements pertaining hereto.

8.8 Assignments or Modifications. The Borrower may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Borrower.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9
Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG: Chief Development Officer
Lexington-Fayette Urban County Government

200 East Main Street
Lexington, KY 40507
ATTN: Kevin Atkins

If to the Borrower: SIMPLYWORX LLC
938 Enterprise CT
STE 140
Lexington, KY 40510

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Borrower herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Borrower shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the Activation Date, and continue until the first date on which the Loan and all accrued interest thereon shall have been paid in full and the Borrower shall have paid and performed all its other obligations hereunder.

12.2 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.3 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.4 Waivers by the Borrower. The Borrower hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Borrower have executed this Loan Agreement as of the day, month and year first above written.

Printed Name: Linda Gorton

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Title: Mayor

ATTEST:

MacKenzie Stark

Deputy **Council Clerk**

COMPANY:

SIMPLYWORX LLC

By: _____

Printed Name: Quentin Smith

Title: Owner

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Fayette)

The foregoing Loan Agreement was sworn to, subscribed and acknowledged before me on this 14th day of March, 2025 by Quentin Smith of SIMPLYWORX LLC, for and on behalf of said company, which is registered to do business in Kentucky.

SEAN MICHAEL HUGHES
Notary Public
Commonwealth of Kentucky
Commission Number KYNP95621
My Commission Expires Jan 3, 2029

Notary Public
My commission expires: 1/3/2029
Notary # KyNp 95621

Quentin Smith,
Individually, and as personal guarantor for SIMPLYWORX LLC

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Fayette)

The foregoing Loan Agreement was subscribed, sworn to and acknowledged before me by Quentin Smith, individually and as a guarantor for SIMPLYWORX LLC, this the 14 day of March, 2025.

SEAN MICHAEL HUGHES
Notary Public
Commonwealth of Kentucky
Commission Number KYNP95621
My Commission Expires Jan 3, 2029

Notary Public
My commission expires: 1/3/2029
Notary # KyNp 95621

4920-1758-1850, v. 2

EXHIBIT A

Activation Certificate

The undersigned, Quentin Smith, in his/her capacity as Owner of SIMPLYWORX LLC, a Kentucky Limited Liability Company, that is registered to do business in Kentucky (the "Borrower") hereby certifies that:

1. The Project at Project Site, as defined in the Loan Agreement has been facilitated in part by a Loan from the Lexington-Fayette Urban County Government (the "LFUCG") in the amount of two hundred fifty thousand dollars and zero cents ($250,000.00).
2. The Company will hire a minimum of ten (10) new permanent full-time jobs, as provided in the Loan Agreement entered by the Borrower, the Guarantor, and the LFUCG pursuant to the job creation schedule outlined in its Application (Exhibit B of the Loan Agreement) and the Loan Agreement, and its headquarters is, and shall continue to be located in Lexington, Kentucky.
3. The Company has hired at least two (2) new permanent full-time employees at the time of execution of this Activation Certificate.
4. The Company requests an initial disbursement of one hundred twenty-five thousand dollars and zero cents ($125,000.00) for expenses listed in the application.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as Owner of SIMPLYWORX LLC, a Kentucky Limited Liability Company, which is registered to do business in Kentucky on this 14 day of March, 2025.

SIMPLYWORX LLC

By: Quentin Smith
Printed Name: Quentin Smith
Title: owner

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF Fayette)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this 14th day of March, 2025, by Quentin Smith of SIMPLYWORX LLC, a Kentucky Limited Liability Company, for and on behalf of said company, which is registered to do business in Kentucky.

SEAN MICHAEL HUGHES
Notary Public
Commonwealth of Kentucky
Commission Number KYNP95621
My Commission Expires Jan 3, 2029

Notary Public
My commission expires: 1/3/2029
Notary # KyNp 95621

EXHIBIT B
APPLICATION

APPLICATION FOR:

Rev 12/2014

JOBS Fund Incentives

INSTRUCTIONS

All applicants should familiarize themselves with the information regarding the incentive programs for which application is made as well as other applicable program statutory requirements.

Capital expenses shall be defined as an equipment or property acquisition, building expansion, or improvements. Operating expenses shall be defined as expenses necessary for the operation of the business and shall include utilities, rent, and payroll. If an applicant does not indicate the purpose of the expenses, then the application will not be considered.

The application, consisting of the Project Information, the individual program and Certification and Disclosure worksheets, should be completed and submitted, including the original signatures, and the required attachments, to the following address:

ATTN: Chief Development Officer
Office of the Mayor
200 E. Main Street
Lexington, KY 40507
(859)-258-3100

REQUIRED ATTACHMENTS

To ensure consideration, the following items must be submitted in addition to the completed application:

1) A non-refundable application fee payable to the Lexington-Fayette Urban County Government for

Incentive Program	Application Fee
Innovation Attraction and Support	$250
Local Business Expansion	$250

The application fee may be paid via check along with the application.
Check should be payable to: LFUCG Re: Jobs Fund Incentives Application

2) Company letter including a brief history of the business and description of the project.

3) Financial statements for the most recent fiscal year-end.

4) Monthly cash flow projections for the next two years of business operations

5) Description of current or expected customers (depending on proprietary nature)

6) Include three years reviewed and/or audited financials

Note Other items as described in the Policies and Guidelines may be requested by the committee. If all materials are not included, the application will be considered incomplete and will not be taken

APPLICATION FOR INCENTIVE PROGRAMS
PROJECT INFORMATION

Rev 2/2022

Date: January 13, 2025

Is this an amendment to the initial application for incentives? No

APPLICANT INFORMATION (Entity applying for incentives)

Company Name			
Simply Worx, LLC			
Street Address	**City**	**State**	**Zip Code**
3133 Cherry Meadow Path	Lexington	KY	40509
Federal Employer ID Number	**NAICS Code**	**Company Organization**	**State of Organization**
93-2155545		LLC	KY
Contact Person	**Title**	**Telephone**	**Fax**
Quentin Smith	Owner	501-952-3350	
Email Address		**Company Website**	
quentin@simplyworx.net		www.worxdtf.com	

Is the applicant registered and in good standing with the Kentucky Secretary of State?	Yes
Is the applicant registered and in good standing with the Kentucky Department of Revenue?	Yes
Is the applicant current on all local, state and federal taxes?	Yes

Has the applicant, or any owner or affiliate of the applicant, ever been convicted of any criminal offenses, been in receivership or adjudicated a bankruptcy, or been denied a business related license or had a business related license suspended or revoked by any administrative, governmental or regulatory agency?

If yes, please list the violation and explain (attach additional explanation if needed):

No

PROJECT LOCATION

Street Address	City	State	Zip Code
938 Enterprise Ct	Lexington	KY	40510
County	**Industry**	**Is location in a Tax Increment Financing District?**	
Fayette	Engineering/Printing		

a) Will the applicant provide a service to or use technology for customer or affiliate entities predominantly outside Lexington?	No
b) Is the applicant designed to serve a multistate, national or international market?	yes

Is the contact person for the project location the same as the person listed in the Applicant Information section? Yes *If no, then please complete the following:*

Contact Person	Email Address	Telephone	Fax

COMPANY OWNERSHIP

Please identify all owners of the company with 20% or more interest in the company, including parent companies for subsidiaries. If owners are legal entities, please identify the officers serving on the board of directors, management committee of the applicant or other governing body or appropriate principals with governing oversight of the applicant entity and provide the requested information. LFUCG may run a background check on any individuals identified. If necessary, please submit listing on a separate document.

Company or Individual Name	Birth	City	State	Security Number	Percent
Quentin Smith					100
Is the applicant or its owner publicly traded?			no		

EXISTING LEXINGTON LOCATIONS

Other than the proposed project, does the applicant have any existing Lexington locations? no

If yes, then please complete the following:

Company Name	Address	City	full-time positions

Please attach additional listing if more space is needed.

AFFILIATES WITH RELATION TO THE PROJECT

Will any affiliated entity be the owner or lessor of the project? No *If yes, please provide:*

Affiliate Name	Address	City, State	FEIN

Will any affiliated entity employ any employees at the site of the project? No *If yes, please provide:*

Affiliate Name	FEIN	resident positions at the project location

Please attach additional listing if more space is needed.

REQUIRED ATTACHMENT: If either affiliate question is answered "yes," then a disclosure statement will be required to be submitted for each affiliated entity along with the applicant.

PUBLIC INCENTIVES

LOCAL

Is the company receiving other local incentives?	No
If yes, please list other local incentives	

STATE

Is the company receiving other state incentives?	No
If yes, please list other state incentives	

FEDERAL

Is the company receiving other federal incentives?	No
Is the company receiving an SBIR or STTR grant?	No

If yes, which partner agency?	
If yes, which Phase?	

PRIVATE FINANCING

Is the company receiving private financing?	No
If yes, please list the financing entity	
Please indicate the ($) amount of financing for the project	

PROJECT COSTS

Fund Program (Grant, Loan, or Forgivable Loan)		Loan
Dollar Amount Requested		$ 250,000
Please provide the estimated expenses for the project		
Capital Expenses		$ -
Operating Expenses		
Land		
Building (new construction / acquisition / additions)		$ -
Improvements (existing buildings)		$40,000
Equipment (including installation costs)		$82,000
Employee Costs		$116,000
Facility Operating Costs		$12,000
Start-up Costs (excluding equipment)		$12,000
Rent (leased projects only):		$126,000
Estimated annual rent:	$ 42,000	
Number of years for rent:	3	
TOTAL PROJECT COST		$ 388,000

Start-up Costs include the costs incurred to furnish and equip a facility, such as computers, furnishings, office equipment, manufacturing equipment, fixtures, relocation of out-of-state equipment and nonrecurring costs of fixed telecommunication equipment.

EMPLOYMENT, WAGES & BENEFITS

Full-time, Lexington resident employees are persons who are subject to Kentucky income tax and are employed by the company (or affiliate) at the project located in Lexington for at least 35 hours per week. (Do not include contract employees)

	Resident Employees
Current number at the project location	0
Total number of new jobs to be created	20
Total jobs projected by the end of the project	20

Total annual payroll for the current number of full-time, Lexington resident employees	$0.00

Anticipated Wages for the New Jobs to be Created:

Hourly Wage	$28	Number of Jobs	10
Hourly Wage		Number of Jobs	

Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Unweighted Median Hourly Wage	$28.00	Total Number of Jobs	10
		Incentive Dollars per Job	*$ 38,800*

Mean Wages for the New Jobs Above the Program Minimum ($28.00):

Hourly Wage	$28	Number of Jobs	10
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Mean Hourly Wage	$28.00	Total Number of Jobs	10

Mean Wages for the New Jobs Below the Program Minimum ($28.00):

Hourly Wage	$23	Number of Jobs	1
Hourly Wage	$19	Number of Jobs	2
Hourly Wage	$18	Number of Jobs	7
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Hourly Wage		Number of Jobs	
Mean Hourly Wage	$18.70	Total Number of Jobs	10

Employee Benefits are payments by the company for its full-time employees for health insurance, life insurance, dental insurance, vision insurance, defined benefit plans, 401(k) plans or similar plans.

Will new jobs created be offered at least some form of company paid employee benefit?	No
What is the value of the benefit package as a percent of wages or salary?	

Indicate which of the following employee benefits will be offered as a company-paid benefit:

	Life Insurance		Dental Insurance		Other Retirement
	Health Insurance		Stock Purchase		Profit Sharing
	Disability Insurance		401(k)		Other (list below)

TOTAL EMPLOYMENT AND PAYROLL PROJECTIONS

Please provide estimates for the cumulative new employment and new payroll to be created as a result of the project. Do not include employment or payroll information for existing employees at the site of the project. Minimum for compliance purposes is 5 years, or until the incentive is repaid.

	Full-time Lexington	Cumulative Total Payroll
As of Activation Date	0	$0
End of Fiscal Year 1	2	$116,000

End of Fiscal Year 2	4	$232,000
End of Fiscal Year 3	5	$290,000
End of Fiscal Year 4	7	$406,000
End of Fiscal Year 5	8	$464,000
End of Fiscal Year 6	10	$580,000
End of Fiscal Year 7		
End of Fiscal Year 8		
End of Fiscal Year 9		
End of Fiscal Year 10		

INCOME, SALES & PROFIT PROJECTIONS

Please provide estimates for the Kentucky taxable income (loss), Kentucky gross sales and Kentucky gross profits to be generated as a result of the project. If the project is an expansion, include only those estimates for the expansion portion of the project (not the existing operations).

	Income (Loss)	Sales	Profits
End of Fiscal Year 1	$122,000	$122,000	($33,833)
End of Fiscal Year 2	$263,000	$263,000	$49,500
End of Fiscal Year 3			
End of Fiscal Year 4			
End of Fiscal Year 5			
End of Fiscal Year 6			
End of Fiscal Year 7			
End of Fiscal Year 8			
End of Fiscal Year 9			
End of Fiscal Year 10			

INCENTIVE USAGE INFORMATION

NEW LOCATION

Will the project be a new location in Lexington?	Yes	*If no, skip to Expansion*	
Site Acreage		Building Square Footage	3,500
The facility will be:	Used		

New Constructions: Provide the Anticipated Construction Dates:

Start	
Completion	

Acquisitions: Answer the following:

Has the facility been unoccupied for more than 90 days? [ ]

EXPANSION

Will the project be an expansion of an existing facility? No *If no, skip to New Equipment*

a) Does the project involve additions or renovations to existing buildings?	No
b) Does the project involve relocation from an existing facility?	No
c) If b) is yes, is real estate available at or adjacent to the existing facility?	
d) What is the total estimated cost of the expansion?	

Present Acreage		Present Square Footage	
Increased Acreage		Increased Square Footage	
Total Acreage	0.0	Total Square Footage	0

NEW EQUIPMENT

Will the incentive be for a purchase of new equipment?	yes *If no, skip to Operating Expenses*
Does the facility currently own a similar piece of equpiment?	no
Will the new equipment be used for expanded capacity?	no
What is the total estimated cost of the new equipment?	82,000

OPERATING EXPENSES

Will the incentive be for an operating subsidy? yes *If yes, please list monthly expenses*

Monthly Lease	3,500	Other	
Monthly Utilities	1,000	List Other Expenses	
Monthly Payroll	9,667		
Monthly Supplies	0		

If the incentive does not match any of the programs listed, please attach a document describing the proposed use of incentive funds with rationale.

COLLATERAL

Please indicate any collateral to secure incentives including serial numbers.	N/A
Cash Value of Collateral	N/A
Please list any lienholders on the existing collateral.	N/A

FOR OFFICE USE ONLY

Date Submitted	
CDO Review	

Board Review
Council Review

PROGRAM:
Grant
Loan

Financial Statements
Company Letter

Application Fee

INTEREST:
Interest
Rate

APPLICATION FOR JOBS FUND INCENTIVES
CERTIFICATION OF APPLICATION

Rev 5/2014

Company Name
Simply Worx, LLC

CERTIFICATION

Eligibility for financial assistance is determined by the information presented in this application and in the required attachments. Any changes in the status of the proposed project from the facts presented herein, including but not limited to the commencement of construction, any public announcement or legal commitment (e.g., lease or contract) without contingency language, could jeopardize the project's eligibility for incentives. Please contact the staff of the LFUCG before taking any action which would change the status of the project as reported herein.

I, the undersigned, on behalf of the applicant, hereby represent and certify that the foregoing application information, including all attachments, to the best of my knowledge, is (a) true, complete and accurate with respect to the information concerning the proposed project for which financial incentives are sought; and (b) does not contain any information for which any entity competing with the applicant may claim a proprietary interest.

Select which of the following is applicable:

[ ] For a new location project, I represent and certify that, but for the financial incentives being provided through this application, the proposed project could not reasonably and efficiently locate in Lexington and would likely locate outside of Lexington.

[X] For an expansion project, I represent and certify that the financial incentives being provided in this application are necessary for the expansion to occur.

The undersigned, on behalf of the applicant, acknowledges that information contained within the application and its

The undersigned, on behalf of the applicant, acknowledges that the applicant will be required to self-report annually

In addition, the undersigned, on behalf of the applicant, acknowledges and grants permission to the LFUCG to share

Quentin Smith
Signature

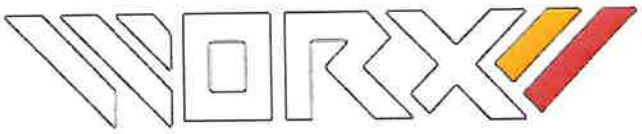
Owner
Title

Quentin Smith
Print Name

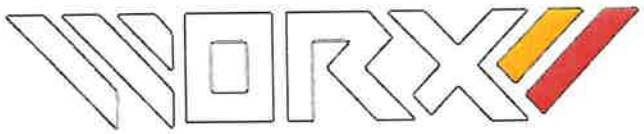
January 14, 2025
Date

For Electronic Signature: The person responsible for signing the document may type his/her name in the signature

					Capital Expenses		Operating Expenses							
Month	Beginning Cash	Projected Sales/Revenue	LFUCG Additional Funding	Total Inflows	Building Improvements	Equipment	Rent	Utilities	Payroll	Marketing	Loan Payback	Total Outflows	Net Cash Flow (Inflows - Outflows)	Ending Cash
	$0	$0	$150,000	$150,000	$40,000	$62,000								
Feb 2025	$33,833	$5,000	$0	$38,833			$3,500	$1,000	$9,667	$0	$0	$14,167	$33,833	$33,833
Mar 2025	$24,667	$12,000	$0	$36,667			$3,500	$1,000	$9,667	$0	$2,200	$16,367	$20,300	$24,667
Apr 2025	$20,300	$12,000	$0	$32,300			$3,500	$1,000	$9,667	$1,000	$2,200	$17,367	$14,933	$20,300
May 2025	$14,933	$12,000	$50,000	$76,933			$3,500	$1,000	$9,667	$1,500	$2,200	$17,867	$59,067	$14,933
Jun 2025	$59,067	$12,000	$0	$71,067			$3,500	$1,000	$9,667	$1,500	$2,200	$17,867	$53,200	$59,067
Jul 2025	$53,200	$12,000	$0	$65,200			$3,500	$1,000	$9,667	$2,000	$2,200	$18,367	$46,833	$53,200
Aug 2025	$46,833	$12,000	$0	$58,833			$3,500	$1,000	$9,667	$2,000	$2,200	$18,367	$40,467	$46,833
Sep 2025	$40,467	$19,000	$0	$59,467			$3,500	$1,000	$9,667	$2,000	$2,200	$18,367	$41,100	$40,467
Oct 2025	$41,100	$19,000	$50,000	$110,100		$20,000	$3,500	$1,000	$9,667	$2,000	$2,200	$38,367	$71,733	$41,100
Nov 2025	$71,733	$7,000	$0	$78,733			$3,500	$1,000	$9,667	$2,000	$2,200	$18,367	$60,367	$71,733
Dec 2025	$60,367	$7,000	$0	$67,367			$3,500	$1,000	$9,667	$2,000	$2,200	$18,367	$49,000	$60,367
Jan 2026	$49,000	$24,000	$0	$73,000			$3,500	$1,000	$9,667	$2,000	$2,200	$18,367	$54,633	$49,000
Feb 2026	$54,633	$24,000	$0	$78,633			$3,500	$1,000	$9,667	$2,000	$2,200	$18,367	$60,267	$54,633
Mar 2026	$60,267	$24,000	$0	$84,267			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$61,067	$60,267
Apr 2026	$61,067	$24,000	$0	$85,067			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$61,867	$61,067
May 2026	$61,867	$24,000	$0	$85,867			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$62,667	$61,867
Jun 2026	$62,667	$24,000	$0	$86,667			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$63,467	$62,667
Jul 2026	$63,467	$24,000	$0	$87,467			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$64,267	$63,467
Aug 2026	$64,267	$24,000	$0	$88,267			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$65,067	$64,267
Sep 2026	$65,067	$27,000	$0	$92,067			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$68,867	$65,067
Oct 2026	$68,867	$27,000	$0	$95,867			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$72,667	$68,867
Nov 2026	$72,667	$10,000	$0	$82,667			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$59,467	$72,667
Dec 2026	$59,467	$10,000	$0	$69,467			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$46,267	$59,467
January 2027	$46,267	27,000	$0	$73,267			$3,500	$1,000	$14,500	$2,000	$2,200	$23,200	$50,067	$46,267
February 2027	$50,067													$50,067
Total														



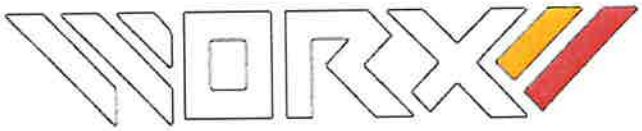
Simply Worx, LLC ("Worx") is a newly formed company that has not yet commenced revenue-generating operations. As such, Worx has not produced financial statements. Although basic banking accounts have been established, no funds have been collected or recorded under the company's name at this time. Worx will prepare and provide financial statements once it begins business activities and revenue generation.



Simply Worx, LLC ("Worx") Target customer is anyone purchasing new equipment or whom already operate equipment manufactured by Po-Try, Audley, Enjoy Print, Grando or FullColor (Chinese Manufacturers). As we grow, we will add other brands, such as Mimaki, Epson and other White Labeled equipment from reputable US Dealers.

All customers we plan to service at least twice in one year (Initial Set Up and Year End Maintenance).

These customers will be in the Custom Apparel Business or operate printing operations, ranging from one printer to 15+. As more technicians are hired, we will form service agreements with larger companies who need engineering solutions on a more consistent basis.



Simply Worx, LLC (WORX)—a premier provider of engineering solutions and support for cutting-edge Direct-to-Film (DTF) printing technology. Our team of certified engineers and technicians is dedicated to delivering unparalleled expertise and ensuring optimal performance for advanced printing systems.

Since our official formation on June 30, 2023, Simply Worx, LLC has been singularly focused on meeting the growing demand for high-performance DTF printers in the United States. Our journey, however, began well before our incorporation. By November 2021, we had already immersed ourselves in the DTF landscape—conducting market analyses, refining proof-of-concept ideas, and visiting factories in China every quarter to understand the intricacies of individual printers and software. These firsthand experiences allowed us to purchase, study, and perfect various printer models in the U.S., positioning us for immediate and sustained growth.

Our comprehensive services include seamless installation, hands-on training, expert repairs, and precision assembly for businesses and institutions seeking to maximize productivity and operational efficiency. The DTF industry reached an estimated value of over $2.72 billion in 2024 and is projected to grow at rates of 6.5% or higher. With over 10,000 printers sold annually in the U.S.—and virtually no local companies offering professional servicing—Simply Worx, LLC is poised to bridge this critical gap.

We have already partnered with three of the largest exporters in China, focusing on servicing their printer lines. By October 2025, we will expand our offerings to include major brands like Epson, Mimaki, and Roland. In anticipation of our rapid growth, we plan to hire between five and ten full-time engineers and technicians by the end of 2025. Through our commitment to innovation, reliability, and industry-leading customer care, Simply Worx, LLC aims to be the trusted leader for DTF printing solutions in the U.S. market.



Additional Funding:

The loan requested is for $250,000 and will allow Simply Worx to be fully operational requiring no additional funds for start-up. Worx will be in a position to immediately start generating revenue by providing the assembly, manufacturing, installation, training and servicing of Direct to Film Printers. These printers can be entering or existing in the market already.

Alliances have been made with the largest exporters of Direct To Film printers made in China and Worx engineers will be able to begin working immediately.

In light of the recent exhibition attended January 22-25, we anticipate the assembly, installation and training of NEW Direct to Film Printers in the market to reach 60-80 units. That is between $240,000 - $320,000 in year 1.

These revenues will allow for additional engineers to be hired and the 2nd phase of our operational plan to be fully engaged, which is the servicing of printers that need repair.

Companies currently importing printers in the US do not have state-side support. That is where Worx will offer servicing and servicing plans.



Ownership Information :

Quentin Smith owns 100% of Simply Worx, LLC (EIN: 93-2155545)



Company Relationship:

I Quentin Smith, owner of Simply Worx, LLC (EIN: 93-2155545) certify that Worx has no affiliation with any other company. Simply Worx has no retail functions and only provides the services listed in the job description at this time.

Choose2B Inspirational Apparel, LLC is a separate entity. This company is where textiles are decorated and has a separate team.

When I initially learned about the Jobs Fund program, I created a job description and had the header as Choose2B. This may be where the confusion is coming from



Job Creation Details:

The 10 engineering/Technician jobs that will be created, will be full-time with a starting salary of $28 per hour and be based in Lexington, Kentucky. We do have plans to responsibly grow and offer benefits in the future.

SimplyWorx (Worx) is independent from all other companies. All positions and employees will be new and only employed by Worx.



Job Title:

Engineer/Technician - Direct To Film Printers

Job Description:

Position Overview: The Engineer/Technician at SimplyWorx (Worx) plays a critical role in the assembly, manufacturing, installation, training, and repair of Direct To Film (DTF) printers. This position is responsible for finalizing the assembly of printers in our Kentucky facility and field, ensuring they meet the highest standards of quality before being delivered. In addition, Engineers must be proficient and meet minimum operational hours for all equipment.

The Engineer/Technician will also install these printers at customer locations across the United States, provide hands-on training to customers, and offer ongoing repair and maintenance services. Additionally, this role involves collaboration with our overseas partners to continuously improve the design and functionality of printers and dryers.

Key Responsibilities:

- Printer Manufacturing: Complete the assembly and final testing of Direct To Film printers in our Kentucky facility, ensuring all units meet our strict quality standards before shipping to customers.
- Installation Services: Travel to customer locations across the United States to install DTF printers, ensuring proper setup and integration with existing systems.
- Training: Provide comprehensive training to customers on the operation, maintenance, and troubleshooting of DTF printers,



enabling them to maximize the efficiency and productivity of their equipment.

- Repair and Maintenance: Diagnose and repair any issues with DTF printers, both on-site and remotely, to minimize downtime and ensure customer satisfaction.
- Product Development Collaboration: Work closely with our overseas partners, particularly in China, to provide feedback and suggestions for improving the design and functionality of printers and dryers. Participate in the development of new features and enhancements based on customer feedback and market demands.
- Technical Support: Offer ongoing technical support to customers in person or remotely. Addressing any questions or concerns they may have about their equipment and ensuring long-term satisfaction with products we assemble, manufacturer, service and/or install.

Qualifications preferred not required:

- Proven experience in mechanical or electrical engineering, with a focus on printer technology preferred.
- Strong technical skills in the assembly, installation, and repair of complex machinery.
- Excellent problem-solving abilities and attention to detail.
- Ability to travel frequently across the United States for installations, training, service and repairs.
- Strong communication skills, with the ability to train and support customers effectively either in person or remotely.
- Experience working with international teams, particularly in product development, is a plus but not required.



Compensation:

- $28-$45 per hour, based on experience and expertise, with opportunities for growth and advancement within the company.

Location:

- Based in Kentucky with frequent travel across the U.S. Potential for International travel.

This role offers a unique opportunity to be directly involved in both the hands-on technical aspects and the strategic development of cutting-edge printing technology, making a significant impact on our customers' success and the evolution of our product line.



Financing and Tax Returns:

Simply Worx, LLC has received no payments or any other forms of income since its inception. This will not start until February of 2025. So at present, there are is no financial information to provide.

Attached you will find 2021 and 2022 tax returns. We have an extension on our 2023 returns and they are being prepared now by our CPA.

EXHIBIT C

PROMISSORY NOTE

Borrower: SIMPLYWORX LLC, of 938 Enterprise CT, STE 140, Lexington, KY 40510 (the "Borrower")

LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")

Principal Amount: $250,000.00 USD

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Loan Agreement entered into by the parties on March 18, 2025, (the "Loan Agreement"), up to the maximum sum of $250,000.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.

2. Interest will be assessed at a rate of FOUR AND FIFTY-TWO HUNDREDTHS PERCENT (4.52%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.

3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of 12 percentage points (12%) per annum from the date of demand until paid.

4. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG.

5. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve percentage points (12%) per annum from the date of demand until paid.

6. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to

the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.

7. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as Owner of SIMPLYWORX LLC, a Kentucky Limited Liability Company, on this 18 day of March, 2025.

SIMPLYWORX LLC

By: _____
Printed Name: Quentin Smith
Title: Owner

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Promissory Note was sworn to, subscribed and acknowledged before me on this 18 day of March, 2025, by Quentin Smith of SIMPLYWORX LLC, for and on behalf of said company, which is registered to do business in Kentucky.

MELISSA MCCARTT-SMYTH
NOTARY PUBLIC
Comm. Number
KYNP67329
My Comm. Exp.
Feb 20, 2027
COMMONWEALTH OF KENTUCKY

_____
Notary Public
My commission expires: 2/20/2027

Exhibit D

JOBS Fund Compliance Report

Date:	**Report _____ of year _____**
Company Name:	**Address:**
Project Location:	
Fund Program:	
Approved Length of Incentive (Years):	**Approved Dollar Amount:**

Minimum Number of Jobs to be Created by the Agreement:		**Median Hourly Wage:** **Mean Hourly Wage:**	
Total Number of Jobs Currently Created by the Agreement:		**Median Hourly Wage:** **Mean Hourly Wage:**	
Total Number of Jobs Currently at Project Location:		**Is SIMPLYWORX LLC headquartered in Lexington-Fayette County?**	
Total Payroll of New Jobs Created by the Agreement:			
Total Payroll in Lexington-Fayette Co.:			

I, _____, hereby attest to the accuracy of the information provided above in accordance with the Agreement and understand that the LFUCG retains the right to conduct an audit for purpose of verification.

Signature	**Title**
Print Name	**Date**

Schedule 1 to Exhibit D

	Employee Name	Employee Address	Date of Hire	Title	Hours Worked Per Week	Annual Wage
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0197-25

File ID:	0197-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	069-2025	**In Control:**	Urban County Council
				File Created:	02/18/2025
File Name:	Rail Pros (Norfolk Southern Railroads) Agreement			**Final Action:**	03/20/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a License Agreement with the Cincinnati, New Orleans and Texas Pacific Railway Co. (Norfolk Southern Railway Co.) to permit the replacement of sanitary sewer infrastructure on railroad property, at a cost not to exceed $27,600. [Div. of Water Quality, Martin]

Notes: down to MO 3/24/2025. MS

SAF in the MO/CCO. Returned to Jody Scrivner 3/24/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Blue SheetRail Pros (Norfolk Southern Railroad), License Agreement, RESO 197-25 License Agreement with Cincinnati, New Orleans and Texas Pacific Railway Company for Replacement of Sewer Infrastructure 4902-2953-9106 v.1.docx, R-104-2025, Contract #069-2025, Contract #069-2025, Contract #069-2025 -	**Enactment Number:**	R-104-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King / Robert Peterson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
1	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0197-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a License Agreement with the Cincinnati, New Orleans and Texas Pacific Railway Co.

(Norfolk Southern Railway Co.) to permit the replacement of sanitary sewer infrastructure on railroad property, at a cost not to exceed $27,600. [Div. of Water Quality, Martin]

Summary

Authorization to approve an Agreement between LFUCG and Rail Pros (Norfolk Southern RailRd.) for the replacement of a carrier pipe being upgraded by the Wolf Run G Sanitary Sewer Replacement Project at a cost of $27,600. Funds are Budgeted. (L0197-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Michael Cravens 2/14/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303408-3466-92811

This Fiscal Year Impact: $27,600.00

Annual Impact: $

Project: WRTRUNKFG_2021

Activity: CONSENT_DE

Budget Reference:

Current Balance: $533,857.42

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: February 14, 2025

SUBJECT: Agreement between LFUCG and Rail Pros (Norfolk Southern Railroad) for the replacement of the carrier pipe of an existing gravity sewer that is being upgraded by the Wolf Run G Sanitary Sewer Replacement project

---

Request

The purpose of this memorandum is to request a resolution authorizing the mayor to execute an agreement between Norfolk Southern Railroad and LFUCG to replace the carrier pipe of the existing sanitary sewer located behind 299 Southland Drive. This agreement is necessary to facilitate the completion of the Wolf Run Trunk G Remedial Measures Plan (RMP) project.

Purpose of Request

The requested resolution will authorize acceptance of the agreement between LFUCG and Norfolk Southern Railroad permit # 1320712 to replace an existing carrier pipe. A carrier pipe is used to facilitate underground utility crossing where conventional excavation is not feasible (railroad tracks, interstate highways, etc.). The new carrier pipe will be a 48-inch diameter steel pipe,

Project Cost in FY25

The cost to execute the agreement is **$27,600.00**

Are the funds budgeted?

The funds are budgeted in: 4003-303408-3466-92811 2021 LFUCG WRTRUNKFG_2021 CONSENT_DE

Director/Commissioner
Martin/Albright

RAILPROS

February 10, 2025

Robert Peterson
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
125 Lisle Industrial Ave
Lexington, Kentucky, 40511

RE: proposed replacement of the carrier pipe of an existing underground transverse pipeline crossing consisting of 48-inch steel casing pipe now containing an 18-inch PVC sewer pipeline

Midwest Division, at Mile Post 83.46
Lexington, Fayette, Kentucky
Latitude 38.01583, Longitude -84.52293
NS Activity No. 1320712

Dear Robert Peterson:

RailPros, as consultant for **The Cincinnati, New Orleans and Texas Pacific Railway, LLC** c/o Norfolk Southern Railway Company ("Railway"), has reviewed the above-referenced request. Based on the information and documentation presented, Railway has no objections to the proposed work.

Attached you will find the requested offer of agreement for execution, by an official authorized to execute contract agreements on behalf of the Licensee. Please have the agreement executed via DocuSign. Note, however, that the attached offer of agreement does not constitute a binding contract, unless or until it is executed by both the Licensee and Railway.

In order for Railway to countersign the document, the following items are needed for review:

1. **Payment of the License Fee** in the amount of **$25,000.00** within the Application System;
2. **Payment of the Protection Services Coordination Fee** in the amount of **$700.00**;
3. **A Certificate of Insurance** as required in the agreement, is to be submitted within the Application System.
4. The submission of the **Risk Management Fee** of **$1,900.00** adds the specific project/activity to the Norfolk Southern Master Railroad Protective insurance policy, and as such no further railroad protective liability insurance coverage is necessary or requested.

NOTE: **No work shall be permitted on or about the Railway's property until the agreement becomes binding, and the Division Engineer or their authorized representative has reviewed and approved field services** for the project, such as *flagging protection*, *construction monitoring*, and *post-construction inspection services*. Once the above items are received, the fully executed agreement will be sent, along with the name and contact information for field service coordination.

If we have not received the executed agreement and corresponding payments and/or documents within sixty (60) days from the date of this letter, we reserve the right to cancel this request.

If you have any questions, please contact me within the messages tab of the application portal or by calling the number listed below.

Sincerely,

Betsy Williams

Betsy Williams
Real Estate Manager

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____ (the "Effective Date") is made and entered into by and between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY LLC, an Ohio limited liability company, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, a Kentucky Government Entity, whose mailing address is 125 Lisle Industrial Ave Ste 250, Lexington, KY 40511 (hereinafter called "Licensee").

W I T N E S S E T H

WHEREAS, Licensee entered into an agreement with Railway, The Cincinnati, New Orleans and Texas Pacific Railway Company, dated May 4, 1961, Railway Custodian number 229129, (hereinafter called the "Original Agreement") to construct and maintain a 12 inch cast iron sewer pipe line, encased in a 48 inch corrugated metal tunnel liner,

WHEREAS, Licensee has submitted to Railway an Application (as defined herein) related to the proposed replacement of the existing underground transverse pipeline crossing with 48 inch existing casing with new 18 inch carrier pipe with section of new 36 inch casing tying to end manhole (inside RR ROW but outside of tracks) (hereinafter called the "Facilities") located in, under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost 83.46, Midwest Division
- Latitude 38.01583000, Longitude -84.52293000
- Lexington, Fayette County, Kentucky

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **Exhibit A,** dated July 15, 2024, attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the "Premises"); and

WHEREAS, Railway has approved the Application to replace the Facilities; and

WHEREAS, Licensee and Railway desire to supersede and cancel the Original Agreement between the parties hereto and to enter into a new agreement covering the 48 inch existing casing with new 18 inch carrier pipe with section of new 36 inch casing tying to end manhole; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

NOW, THEREFORE, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all

encumbrances, covenants and easements to which the Railway's title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, "Operate" or "Operations"). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Licensee shall, at the sole expense of Licensee, contract with one or more vendors approved by Railway for the provision of Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be

provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of personnel being assigned and present to monitor construction activities of Licensee on behalf of Railway, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, and to the extent permitted by law, without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and, to the extent permitted by law, without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Except as otherwise provided in this Agreement, Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the Authorized Representative for the evaluation of the need for Support Services pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Authorized Representative shall review the necessity of flagmen for the proposed work and advise Licensee of such matters. In the event of an emergency, Licensee shall call the

Railway police emergency line at (800) 453-2530. Except as otherwise provided in this Agreement, no work shall be permitted on or about the Premises without the presence of flagging protection or Railway's waiver of the requirement for flagging protection. Entry on or about the Premises or any other Railway right-of-way other than in compliance with this Agreement shall be deemed trespassing.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. To the extent permitted by law, and without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of $1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway

with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of $2,000,000 each occurrence and $6,000,000 aggregate, or (2) if the value of a given operations project exceeds $350,000, not less than a combined single limit of $5,000,000 per occurrence and $10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Licensee shall maintain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than $2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providingannual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Licensee shall maintain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers' Liability Insurance with limits of not less than $1,000,000 eachaccident $1,000,000 policy limit for disease, and $1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Intentionally Deleted.

(ii) Licensee's Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise (1) are intended to take priorityin responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from

any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions arepermitted that would apply to the additional insureds, and there may not be any restrictionsin any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement.

(vii) Any deductibles or self-insured retentions of Licensee over $50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. To the extent permitted by law, and without waiving the defense of sovereign immunity to claims by third parties, Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to

any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. In case of the facilities previously described in the Original Agreement under Custodian Number 229129, this Agreement does hereby cancel and supersede that Original Agreement.

21. Intentionally Deleted.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver

shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
650 West Peachtree Street, Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Licensee:
Lexington Fayette Urban County Government
125 Lisle Industrial Ave Ste 250
Lexington, KY 40511

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record

and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY LLC

By: _____
Real Estate Manager

_____
As to Railway

Witness:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: _____

_____
As to Licensee

Title: _____

Activity Number: 1320712
NJR: 12/17/2024

EXHIBIT A

1 Page

The Cincinnati, New Orleans and Texas Pacific Railway Company

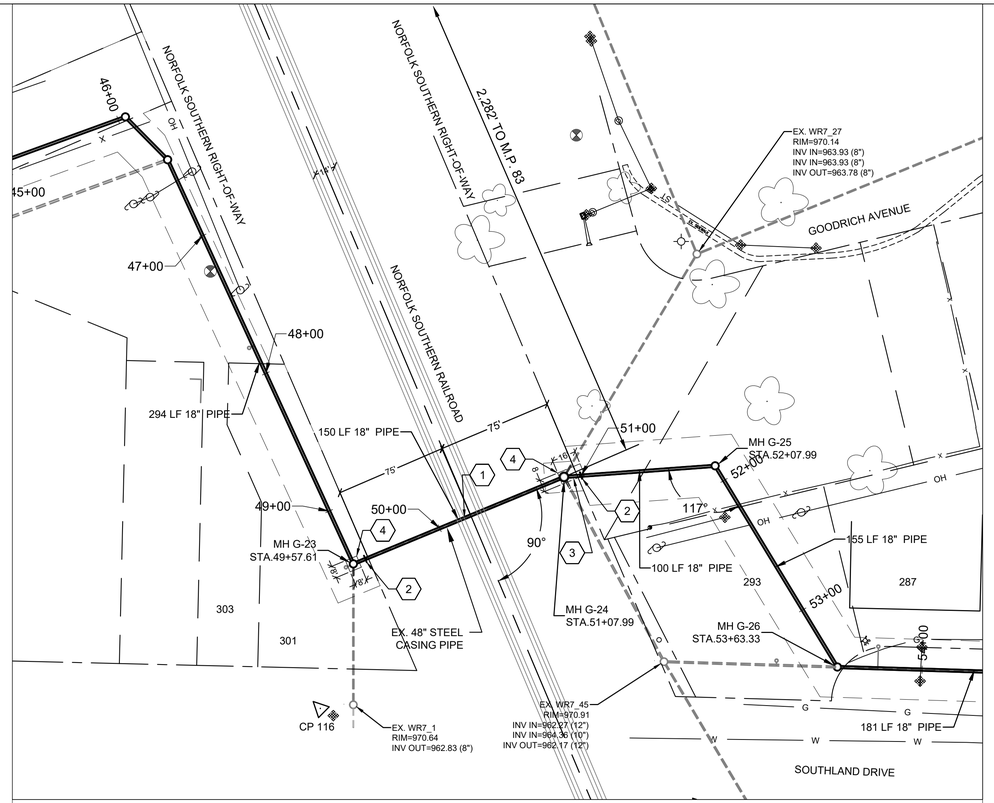
Accompanying Agreement With

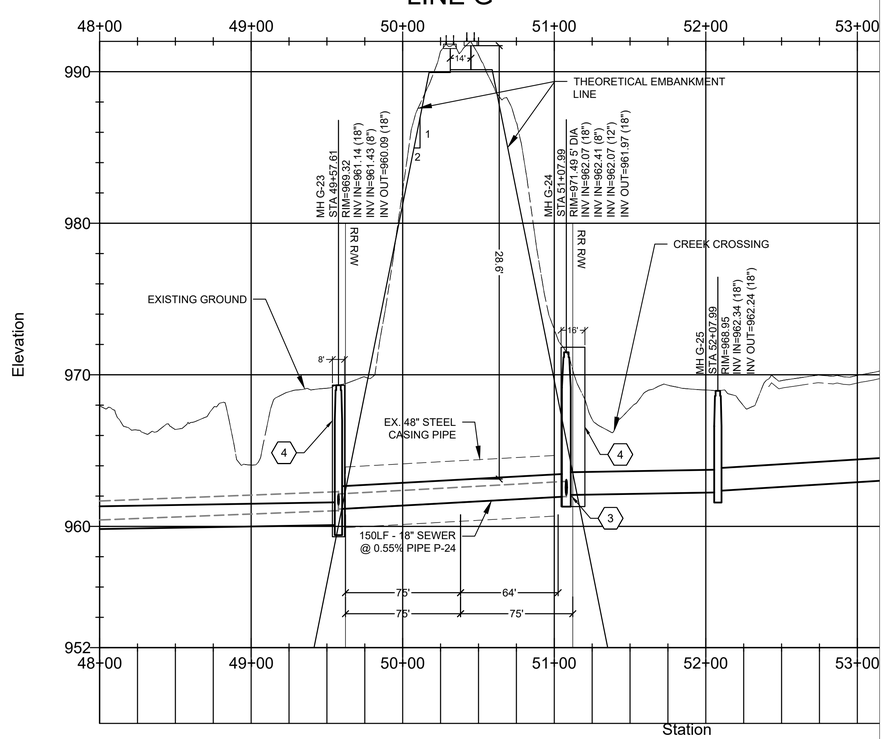
Lexington Fayette Urban County Government

Activity No.:	1320712	**E.S.:**	3112+27
Division:	Midwest	**Mile Post:**	83.46
Val Sec:	1	**Map No.:**	41
City:	Lexington	**County:**	Fayette
State:	Kentucky		
Lat:	38.01583	**Long:**	-84.52293

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED **DATED 7/15/2024**





KEY NOTES:

1. EXISTING BORE UNDER RAILROAD. PULL EXISTING CARRIER PIPE OUT AND REUSE CASING FOR NEW CARRIER PIPE.
2. PLACE DURABLE, WEATHERPROOF SIGN AT NORFOLK SOUTH R/W IMMEDIATELY OVER TOP OF THE SEWER LINE, SHOWING:

   LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, 125 LISLE INDUSTRIAL AVENUE, SUITE 180.

   CONTENTS: SEWAGE

   PRESSURE IN PIPE: NONE

   EMERGENCY TELEPHONE: (859) 425-2400
3. PLACE SECTION OF 36" CASING PIPE FROM MH G-24 TO RR R/W.
4. EXCAVATION LIMITS

GENERAL NOTES

LATITUDE: 38° 0'56.85"N
LONGITUDE: 84°31'22.74"W

DATE	REVISION DESCRIPTION

RAILROAD EXHIBIT

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
WOLF RUN TRUNK SEWER LINE G
LFUCG BID No. XX-2024; RMP ID No. WR-07

GRAPHIC SCALE 0 25' 50' 100' 200'

DRAWN: JLS
DATE: JUNE 18, 2024
Scale: 1"=50'
CHECKED: EAD

JOB: 2815.297
SHEET:

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Sewage	
MAX. ALLOWABLE OPERATING PRESSURE	46 PSI	
NOMINAL SIZE OF PIPE	18 in	48 in
OUTSIDE DIAMETER	18.701	
INSIDE DIAMETER	17.644	
WALL THICKNESS	0.499	
WEIGHT PER FOOT	21.93	
MATERIAL	PVC	Corr. Metal Pipe
PROCESS OF MANUFACTURE		
SPECIFICATION	ASTM D3034/F679	
GRADE OR CLASS (Specified Minimum Yield Strength)	SDR 35	
TEST PRESSURE	Between 3.5 to 4.0 psig	
TYPE OF JOINT	Bell and spigot	Bolted Plates
TYPE OF COATING		Existing
DETAILS OF CATHODIC PROTECTION		Existing
DETAILS OF SEALS OR PROTECTION AT END OF CASING	Concrete brick or cap block and mortar.	
CHARACTER OF SUBSURFACE MATERIAL		
APPROXIMATE GROUND WATER LEVEL	None encountered	
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	Geo-Tech Report	

Proposed method of installation (refer to NSCE-8 Specification):

- ☐ Bore & Jack
- ☐ Jacking
- ☐ Tunneling (with Tunnel Liner Plate)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A
- ☐ Directional Bore/Horizontal Direction Drilling – Method B
- ☐ Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☒ Other – Please Specify: Existing casing pipe will be utilized.

MIDWEST

CNO&TP NORTH

CINCINNATI-DANVILLE

02/28/2024

80 — 5,223' — 81 — 5,308' — 82 — 5,328' — 83 — 5,223' — 84 — 5,308' — 85

TIMBER & SURFACING
#1 T&S-05/17 S-11/20
#2 T&S-06/17 S-10/21

RAIL
#1 14NW136I 14NW136I
#2 85NWF132S 13NW136P 85NWF132S 85NWF132S 85NWF132S
85NWF132S 20NW136P 85NWF132S 11NW136P 85NWF132S

TRAFFIC DENSITY MGT
→ 39.9(33.7 #1) ← 27.5(33.7 #2)
→ 39.3(33.2 #1) ← 27.1(33.2 #2)

(NORTH LEXINGTON) A77
LEXINGTON A79
ROSEMONT A81

V-1-KY(CNOTP)

E N S W

080.14 080.50-1BSB-42' 080.60-1DGO-82'(13)(13) 080.90 081.50-1DGB-102' 081.93 083.50-1DGO-60'(16)(16) 084.20 084.70-2DGB-137'

TRACK LAYOUT #1 #2

LINE SEGMENT 724522Y 724523F 80.9+23.9-LL 724524M 724525J 724526B 724527H 724528P 724529W 724530R 724531X

0255 W MAIN ST - US 421 | CSXT-2 TRACKS MANCHESTER ST | W HIGH ST | S BROADWAY (US 68) PEDESTRIAN OVERPASS | VIRGINIA AVE | WALLER AVE | ROSEMONT GDN-SR 913 | SOUTHLAND DRIVE | PASADENA DR | NEW CIRCLE ROAD SR4

CURVATURE ALIGNMENT ELEVATION

#1 1.8L 2.00 1.1L 1.00 1.0R 1.00 5.9R 3.50 0.7L 1.00 1.0L 1.00 1.2R 1.00

#2 2.0L 2.50 1.1L 1.00 0.8R 1.00 5.5R 3.00 0.7L 1.00 1.0L 1.00 1.2R 1.00

MAINTENANCE SPEED (CURVE)
60
(35) (40)
(35) (40)
60

GRADE
-0.37 +0.52 -0.50 +0.36 +0.56 +0.33 0.00 +0.56 +0.10 +0.50 +0.56 +0.60

Sheet 94_80_85

General Reference Only - Not for Operational Purposes

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LICENSE AGREEMENT WITH THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY (NORFOLK SOUTHERN RAILWAY COMPANY) TO PERMIT THE REPLACEMENT OF SANITARY SEWER INFRASTRUCTURE ON RAILROAD PROPERTY, AT A COST NOT TO EXCEED $27,600.00.

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 to execute the License Agreement, which is attached hereto and incorporated herein by reference, with the Cincinnati, New Orleans and Texas Pacific Railway Company (Norfolk Southern Railway Company) to permit the replacement of sanitary sewer infrastructure on railroad property.

Section 2 – That an amount, not to exceed the sum of $27,600.00, be and hereby is approved for payment to the Cincinnati, New Orleans and Texas Pacific Railway Company (Norfolk Southern Railway Company), from account #4003 – 303408 – 92811, 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
197-25:MSC:4902-2953-9106, v. 1

RESOLUTION NO. 104 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LICENSE AGREEMENT WITH THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY (NORFOLK SOUTHERN RAILWAY COMPANY) TO PERMIT THE REPLACEMENT OF SANITARY SEWER INFRASTRUCTURE ON RAILROAD PROPERTY, AT A COST NOT TO EXCEED $27,600.00.

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 to execute the License Agreement, which is attached hereto and incorporated herein by reference, with the Cincinnati, New Orleans and Texas Pacific Railway Company (Norfolk Southern Railway Company) to permit the replacement of sanitary sewer infrastructure on railroad property.

Section 2 – That an amount, not to exceed the sum of $27,600.00, be and hereby is approved for payment to the Cincinnati, New Orleans and Texas Pacific Railway Company (Norfolk Southern Railway Company), from account #4003 – 303408 – 92811, 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: March 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

197-25:MSC:4902-2953-9106, v. 1

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of March 28, 2025 (the "Effective Date") is made and entered into by and between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY LLC, an Ohio limited liability company, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, a Kentucky Government Entity, whose mailing address is 125 Lisle Industrial Ave Ste 250, Lexington, KY 40511 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee entered into an agreement with Railway, The Cincinnati, New Orleans and Texas Pacific Railway Company, dated May 4, 1961, Railway Custodian number 229129, (hereinafter called the "Original Agreement") to construct and maintain a 12 inch cast iron sewer pipe line, encased in a 48 inch corrugated metal tunnel liner,

WHEREAS, Licensee has submitted to Railway an Application (as defined herein) related to the proposed replacement of the existing underground transverse pipeline crossing with 48 inch existing casing with new 18 inch carrier pipe with section of new 36 inch casing tying to end manhole (inside RR ROW but outside of tracks) (hereinafter called the "Facilities") located in, under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost 83.46, Midwest Division
- Latitude 38.01583000, Longitude -84.52293000
- Lexington, Fayette County, Kentucky

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **Exhibit A,** dated July 15, 2024, attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the "Premises"); and

WHEREAS, Railway has approved the Application to replace the Facilities; and

WHEREAS, Licensee and Railway desire to supersede and cancel the Original Agreement between the parties hereto and to enter into a new agreement covering the 48 inch existing casing with new 18 inch carrier pipe with section of new 36 inch casing tying to end manhole; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

NOW, THEREFORE, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all

encumbrances, covenants and easements to which the Railway's title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, "Operate" or "Operations"). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Licensee shall, at the sole expense of Licensee, contract with one or more vendors approved by Railway for the provision of Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be

provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of personnel being assigned and present to monitor construction activities of Licensee on behalf of Railway, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, and to the extent permitted by law, without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and, to the extent permitted by law, without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Except as otherwise provided in this Agreement, Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the Authorized Representative for the evaluation of the need for Support Services pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Authorized Representative shall review the necessity of flagmen for the proposed work and advise Licensee of such matters. In the event of an emergency, Licensee shall call the

Railway police emergency line at (800) 453-2530. Except as otherwise provided in this Agreement, no work shall be permitted on or about the Premises without the presence of flagging protection or Railway's waiver of the requirement for flagging protection. Entry on or about the Premises or any other Railway right-of-way other than in compliance with this Agreement shall be deemed trespassing.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. To the extent permitted by law, and without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of $1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway

with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of $2,000,000 each occurrence and $6,000,000 aggregate, or (2) if the value of a given operations project exceeds $350,000, not less than a combined single limit of $5,000,000 per occurrence and $10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Licensee shall maintain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than $2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providingannual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Licensee shall maintain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers' Liability Insurance with limits of not less than $1,000,000 eachaccident $1,000,000 policy limit for disease, and $1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Intentionally Deleted.

(ii) Licensee's Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise (1) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from

any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions arepermitted that would apply to the additional insureds, and there may not be any restrictionsin any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement.

(vii) Any deductibles or self-insured retentions of Licensee over $50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. To the extent permitted by law, and without waiving the defense of sovereign immunity to claims by third parties, Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to

any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. In case of the facilities previously described in the Original Agreement under Custodian Number 229129, this Agreement does hereby cancel and supersede that Original Agreement.

21. Intentionally Deleted.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver

shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
650 West Peachtree Street, Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Licensee:
Lexington Fayette Urban County Government
125 Lisle Industrial Ave Ste 250
Lexington, KY 40511

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record

and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY LLC

By: _____
Real Estate Manager

_____
As to Railway

Witness:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Mackenzie Stark
As to Licensee
Deputy Council Clerk

By: Linda Gorton

Title: Mayor

Activity Number: 1320712
NJR: 12/17/2024

EXHIBIT A

1 Page

The Cincinnati, New Orleans and Texas Pacific Railway Company

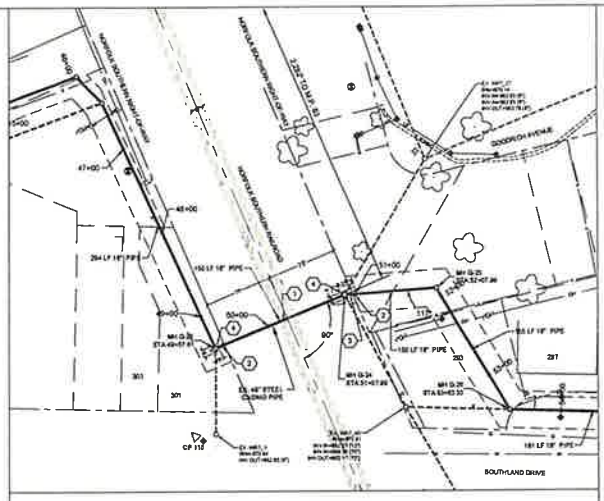
Accompanying Agreement With

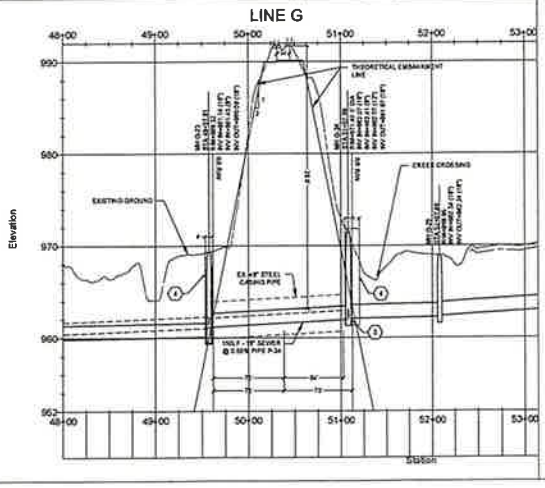
Lexington Fayette Urban County Government

Activity No.:	1320712	**E.S.:**	3112+27
Division:	Midwest	**Mile Post:**	83.46
Val Sec:	1	**Map No.:**	41
City:	Lexington	**County:**	Fayette
State:	Kentucky		
Lat:	38.01583	**Long:**	-84.52293

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED **DATED 7/15/2024**





SET NOTES

1. EXISTING BORE UNDER RAILROAD: PULL EXISTING CARRIER PIPE OUT AND REUSE CASING FOR NEW CARRIER PIPE.
2. PLACE DURABLE, WEATHERPROOF SIGN AT NORFOLK SOUTH R/W IMMEDIATELY OVER TOP OF THE SEWER LINE. SIGNING:
   LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, 125 LISLE INDUSTRIAL AVENUE, SUITE 180
   CONTENTS: SEWAGE
   PRESSURE IN PIPE: NONE
   EMERGENCY TELEPHONE: (859) 425-2400
3. PLACE SECTION OF 36" CASING PIPE FROM MH G-24 TO R/W
4. EXCAVATION LIMITS

GENERAL NOTES

LATITUDE 38° 0'56.80"N
LONGITUDE 84°31'22.74"W

REVISION DESCRIPTION | DATE

RAILROAD EXHIBIT

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
WOLF RUN TRUNK SEWER LINE G
LFUCG BID No. XX-2024; RMP ID No. WR-07

GRAPHIC SCALE

JOB: 2015.797 | DRAWN: J.E.S.
SHEET: | DATE: JUNE 19, 2024 | CHECKED: EAB
Date: 7/15/2024

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Sewage	
MAX. ALLOWABLE OPERATING PRESSURE	46 PSI	
NOMINAL SIZE OF PIPE	18 in	48 in
OUTSIDE DIAMETER	18.701	
INSIDE DIAMETER	17.644	
WALL THICKNESS	0.499	
WEIGHT PER FOOT	21.93	
MATERIAL	PVC	Corr. Metal Pipe
PROCESS OF MANUFACTURE		
SPECIFICATION	ASTM D3034/F679	
GRADE OR CLASS (Specified Minimum Yield Strength)	SDR 35	
TEST PRESSURE	Between 3.5 to 4.0 psig	
TYPE OF JOINT	Bell and spigot	Bolted Plates
TYPE OF COATING		Existing
DETAILS OF CATHODIC PROTECTION		Existing
DETAILS OF SEALS OR PROTECTION AT END OF CASING	Concrete brick or cap block and mortar.	
CHARACTER OF SUBSURFACE MATERIAL		
APPROXIMATE GROUND WATER LEVEL	None encountered	
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	Geo-Tech Report	

Proposed method of installation (refer to NSCE-8 Specification):

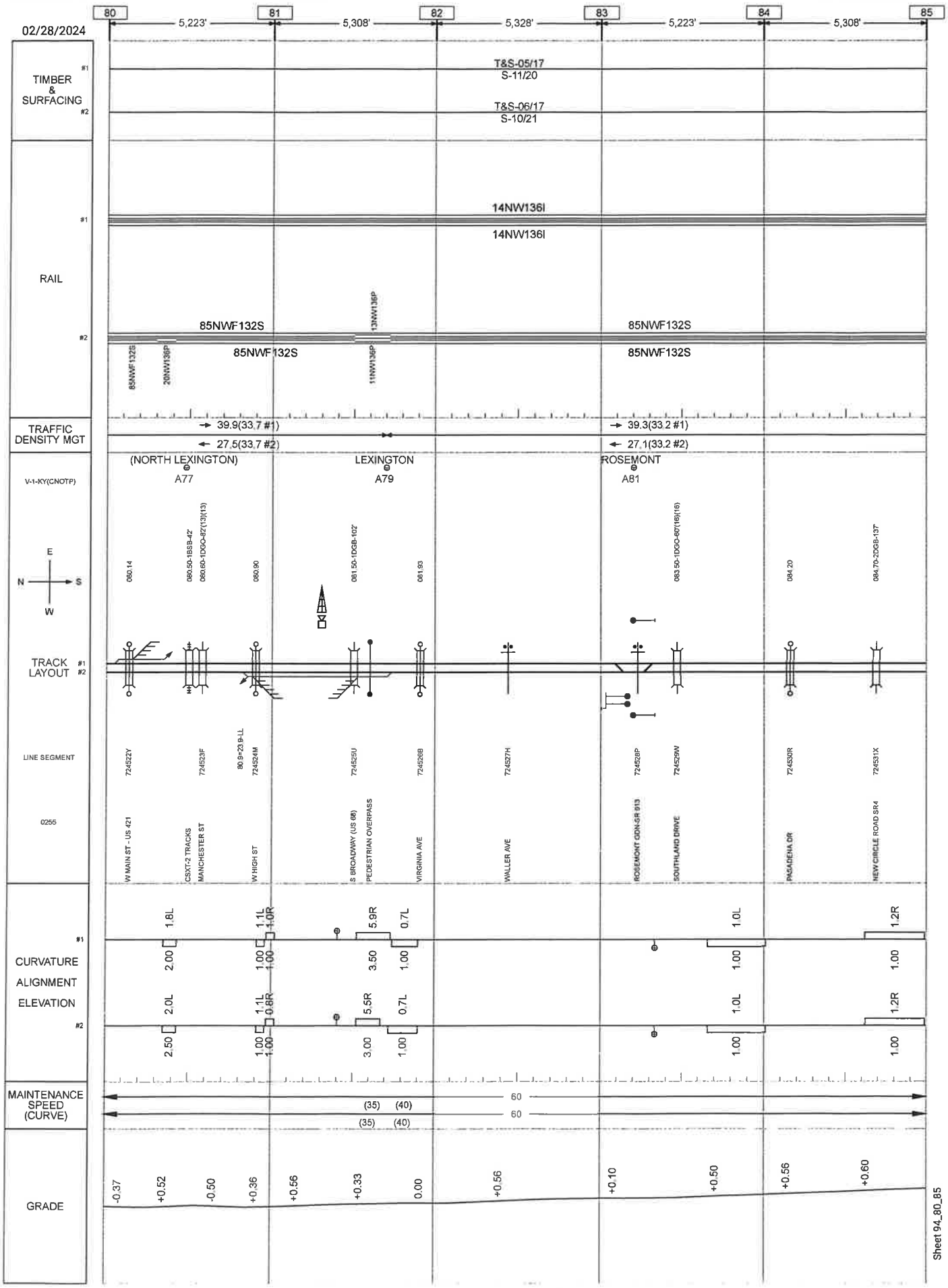
- ☐ Bore & Jack
- ☐ Jacking
- ☐ Tunneling (with Tunnel Liner Plate)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A
- ☐ Directional Bore/Horizontal Direction Drilling – Method B
- ☐ Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☒ Other – Please Specify: Existing casing pipe will be utilized.

MIDWEST

CNO&TP NORTH

CINCINNATI-DANVILLE

02/28/2024



Copy in lieu of original

R-104-2025
Contract #069-2025

212

RAILPROS

February 10, 2025

Robert Peterson
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
125 Lisle Industrial Ave
Lexington, Kentucky, 40511

RE: proposed replacement of the carrier pipe of an existing underground transverse pipeline crossing consisting of 48-inch steel casing pipe now containing an 18-inch PVC sewer pipeline

Midwest Division, at Mile Post 83.46
Lexington, Fayette, Kentucky
Latitude 38.01583, Longitude -84.52293
NS Activity No. 1320712

Dear Robert Peterson:

RailPros, as consultant for The Cincinnati, New Orleans and Texas Pacific Railway, LLC c/o Norfolk Southern Railway Company ("Railway"), has reviewed the above-referenced request. Based on the information and documentation presented, Railway has no objections to the proposed work.

Attached you will find the requested offer of agreement for execution, by an official authorized to execute contract agreements on behalf of the Licensee. Please have the agreement executed via DocuSign. Note, however, that the attached offer of agreement does not constitute a binding contract, unless or until it is executed by both the Licensee and Railway.

In order for Railway to countersign the document, the following items are needed for review:

1. **Payment of the License Fee** in the amount of **$25,000.00** within the Application System;
2. **Payment of the Protection Services Coordination Fee** in the amount of **$700.00**;
3. **A Certificate of Insurance** as required in the agreement, is to be submitted within the Application System.
4. The submission of the **Risk Management Fee** of **$1,900.00** adds the specific project/activity to the Norfolk Southern Master Railroad Protective insurance policy, and as such no further railroad protective liability insurance coverage is necessary or requested.

NOTE: **No work shall be permitted on or about the Railway's property until the agreement becomes binding, and the Division Engineer or their authorized representative has reviewed and approved field services** for the project, such as *flagging protection*, *construction monitoring*, and *post-construction inspection services*. Once the above items are received, the fully executed agreement will be sent, along with the name and contact information for field service coordination.

If we have not received the executed agreement and corresponding payments and/or documents within sixty (60) days from the date of this letter, we reserve the right to cancel this request.

If you have any questions, please contact me within the messages tab of the application portal or by calling the number listed below.

Sincerely,

Betsy Williams

Betsy Williams
Real Estate Manager

11819 Miracle Hills Dr. Ste, 102
PO Box 642270
Omaha, NE 68164

P: (402) 965-0539 **F**: (866) 762 - 7619
www.railpros.com

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____ (the "Effective Date") is made and entered into by and between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY LLC, an Ohio limited liability company, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, a Kentucky Government Entity, whose mailing address is 125 Lisle Industrial Ave Ste 250, Lexington, KY 40511 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee entered into an agreement with Railway, The Cincinnati, New Orleans and Texas Pacific Railway Company, dated May 4, 1961, Railway Custodian number 229129, (hereinafter called the "Original Agreement") to construct and maintain a 12 inch cast iron sewer pipe line, encased in a 48 inch corrugated metal tunnel liner,

WHEREAS, Licensee has submitted to Railway an Application (as defined herein) related to the proposed replacement of the existing underground transverse pipeline crossing with 48 inch existing casing with new 18 inch carrier pipe with section of new 36 inch casing tying to end manhole (inside RR ROW but outside of tracks) (hereinafter called the "Facilities") located in, under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost 83.46, Midwest Division
- Latitude 38.01583000, Longitude -84.52293000
- Lexington, Fayette County, Kentucky

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **Exhibit A,** dated July 15, 2024, attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the "Premises"); and

WHEREAS, Railway has approved the Application to replace the Facilities; and

WHEREAS, Licensee and Railway desire to supersede and cancel the Original Agreement between the parties hereto and to enter into a new agreement covering the 48 inch existing casing with new 18 inch carrier pipe with section of new 36 inch casing tying to end manhole; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

NOW, THEREFORE, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all

encumbrances, covenants and easements to which the Railway's title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, "Operate" or "Operations"). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Licensee shall, at the sole expense of Licensee, contract with one or more vendors approved by Railway for the provision of Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be

provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of personnel being assigned and present to monitor construction activities of Licensee on behalf of Railway, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, and to the extent permitted by law, without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and, to the extent permitted by law, without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Except as otherwise provided in this Agreement, Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the Authorized Representative for the evaluation of the need for Support Services pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Authorized Representative shall review the necessity of flagmen for the proposed work and advise Licensee of such matters. In the event of an emergency, Licensee shall call the

Railway police emergency line at (800) 453-2530. Except as otherwise provided in this Agreement, no work shall be permitted on or about the Premises without the presence of flagging protection or Railway's waiver of the requirement for flagging protection. Entry on or about the Premises or any other Railway right-of-way other than in compliance with this Agreement shall be deemed trespassing.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. To the extent permitted by law, and without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of $1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway

with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of $2,000,000 each occurrence and $6,000,000 aggregate, or (2) if the value of a given operations project exceeds $350,000, not less than a combined single limit of $5,000,000 per occurrence and $10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Licensee shall maintain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than $2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providingannual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Licensee shall maintain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers' Liability Insurance with limits of not less than $1,000,000 eachaccident $1,000,000 policy limit for disease, and $1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Intentionally Deleted.

(ii) Licensee's Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise (1) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from

any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions arepermitted that would apply to the additional insureds, and there may not be any restrictionsin any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement.

(vii) Any deductibles or self-insured retentions of Licensee over $50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. To the extent permitted by law, and without waiving the defense of sovereign immunity to claims by third parties, Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to

any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. In case of the facilities previously described in the Original Agreement under Custodian Number 229129, this Agreement does hereby cancel and supersede that Original Agreement.

21. Intentionally Deleted.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver

shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
650 West Peachtree Street, Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Licensee:
Lexington Fayette Urban County Government
125 Lisle Industrial Ave Ste 250
Lexington, KY 40511

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record

and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY LLC

By: _____
Real Estate Manager

_____
As to Railway

Witness:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Mackenzie Stock
As to Licensee
Deputy Council Clerk

By: Linda Gorton

Title: Mayor

Activity Number: 1320712
NJR: 12/17/2024

EXHIBIT A

1 Page

The Cincinnati, New Orleans and Texas Pacific Railway Company

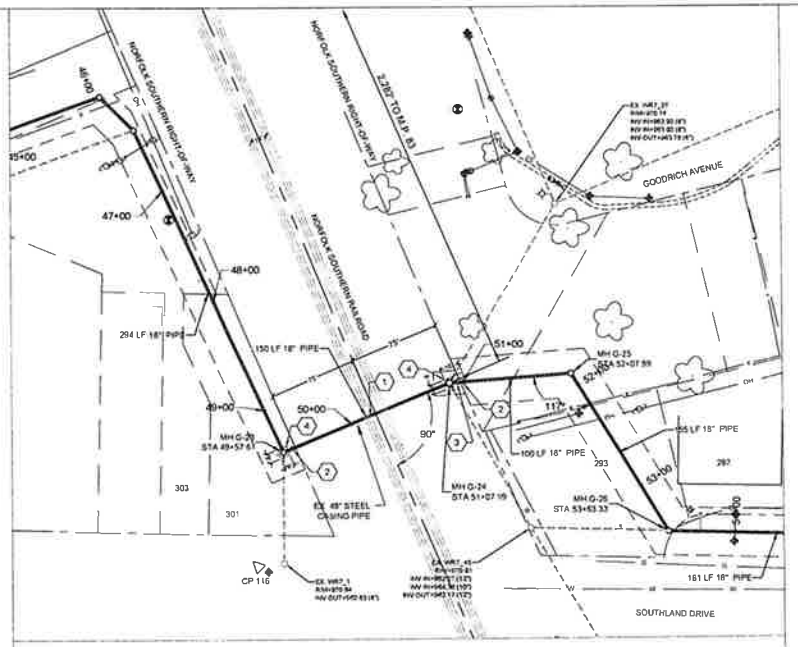
Accompanying Agreement With

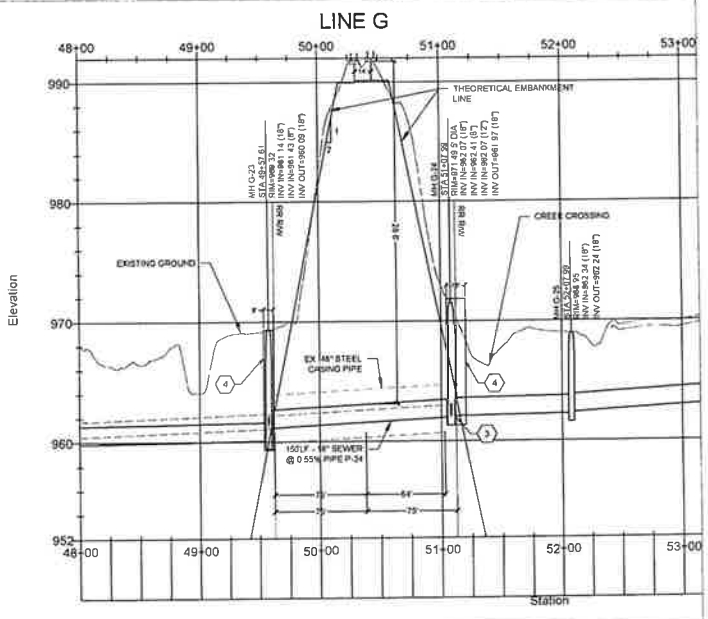
Lexington Fayette Urban County Government

Activity No.:	1320712	**E.S.:**	3112+27
Division:	Midwest	**Mile Post:**	83.46
Val Sec:	1	**Map No.:**	41
City:	Lexington	**County:**	Fayette
State:	Kentucky		
Lat:	38.01583	**Long:**	-84.52293

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED **DATED 7/15/2024**





KEY NOTES

1. EXISTING BORE UNDER RAILROAD PULL EXISTING CARRIER PIPE OUT AND REUSE CASING FOR NEW CARRIER PIPE.
2. PLACE DURABLE, WEATHERPROOF SIGN AT NORFOLK SOUTH R/W IMMEDIATELY OVER TOP OF THE SEWER LINE, SHOWING
   LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, 125 LISLE INDUSTRIAL AVENUE, SUITE 180
   CONTENTS SEWAGE
   PRESSURE IN PIPE NONE
   EMERGENCY TELEPHONE (859) 425-2400
3. PLACE SECTION OF 36" CASING PIPE FROM MH G-24 TO BB R/W
4. EXCAVATION LIMITS

GENERAL NOTES

LATITUDE 38° 0'58.85"N
LONGITUDE 84°31'22.74"W

DATE	REVISION DESCRIPTION

RAILROAD EXHIBIT

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
WOLF RUN TRUNK SEWER LINE G
LFUCG BID No. XX-2024; RMP ID No. WR-07

GRAPHIC SCALE 0 25' 50' 100' 200'

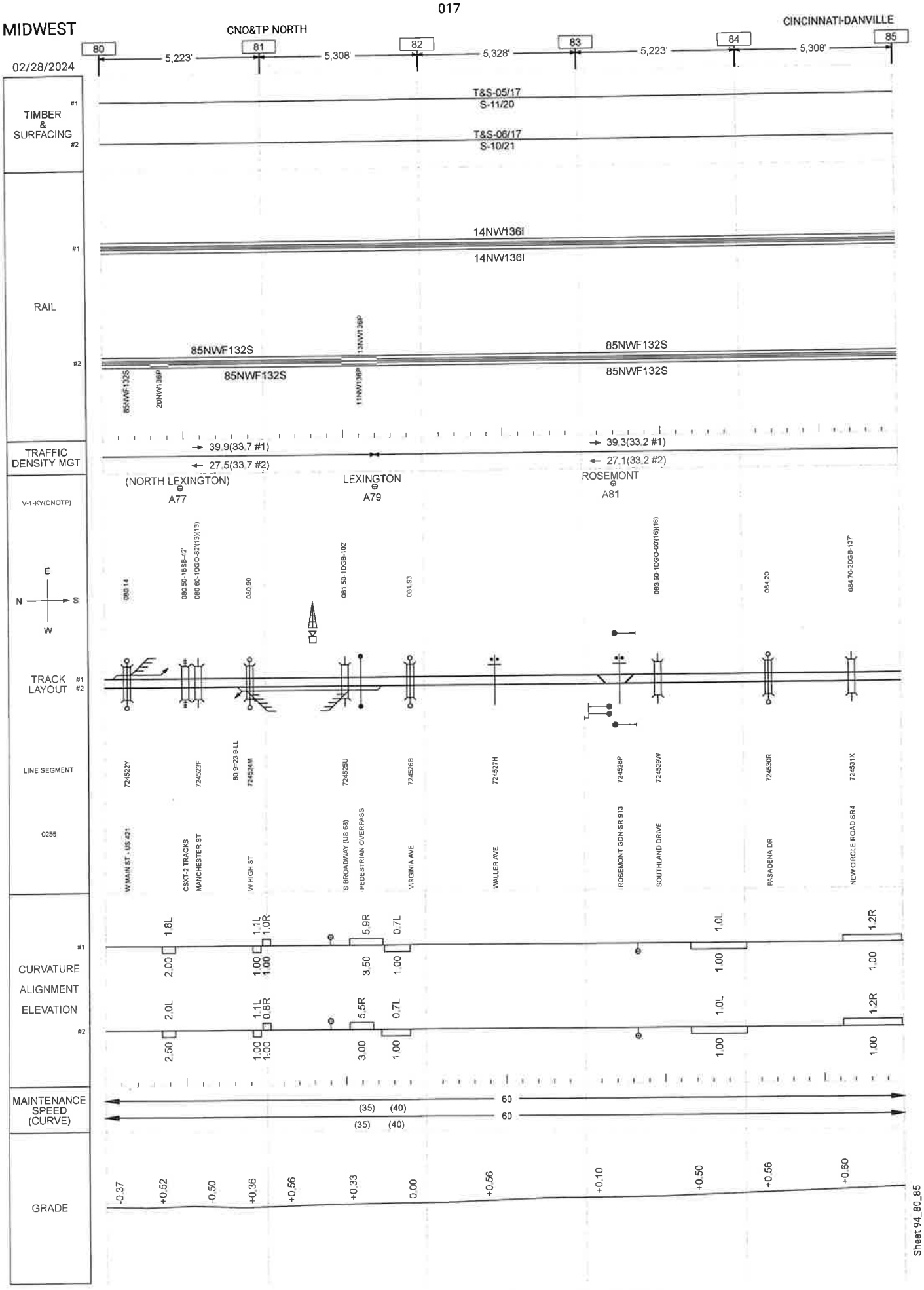
JOB 7815.297 | DATE JUNE 18, 2024 | DRAWN JLS | CHECKED EAD | SHEET | Scale 1"=50'

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Sewage	
MAX. ALLOWABLE OPERATING PRESSURE	46 PSI	
NOMINAL SIZE OF PIPE	18 in	48 in
OUTSIDE DIAMETER	18.701	
INSIDE DIAMETER	17.644	
WALL THICKNESS	0.499	
WEIGHT PER FOOT	21.93 #	
MATERIAL	PVC	Corr. Metal Pipe
PROCESS OF MANUFACTURE		
SPECIFICATION	ASTM D3034/F679	
GRADE OR CLASS (Specified Minimum Yield Strength)	SDR 35	
TEST PRESSURE	Between 3.5 to 4.0 psig	
TYPE OF JOINT	Bell and spigot	Bolted Plates
TYPE OF COATING		Existing
DETAILS OF CATHODIC PROTECTION		Existing
DETAILS OF SEALS OR PROTECTION AT END OF CASING	Concrete brick or cap block and mortar.	
CHARACTER OF SUBSURFACE MATERIAL		
APPROXIMATE GROUND WATER LEVEL	None encountered	
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	Geo-Tech Report	

Proposed method of installation (refer to NSCE-8 Specification):

- ☐ Bore & Jack
- ☐ Jacking
- ☐ Tunneling (with Tunnel Liner Plate)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A
- ☐ Directional Bore/Horizontal Direction Drilling – Method B
- ☐ Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☒ Other – Please Specify: Existing casing pipe will be utilized.



General Reference Only - Not for Operational Purposes

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of March 04, 2024 (the "Effective Date") is made and entered into by and between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY LLC, an Ohio limited liability company, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, a Kentucky Government Entity, whose mailing address is 125 Lisle Industrial Ave Ste 250, Lexington, KY 40511 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee entered into an agreement with Railway, The Cincinnati, New Orleans and Texas Pacific Railway Company, dated May 4, 1961, Railway Custodian number 229129, (hereinafter called the "Original Agreement") to construct and maintain a 12 inch cast iron sewer pipe line, encased in a 48 inch corrugated metal tunnel liner,

WHEREAS, Licensee has submitted to Railway an Application (as defined herein) related to the proposed replacement of the existing underground transverse pipeline crossing with 48 inch existing casing with new 18 inch carrier pipe with section of new 36 inch casing tying to end manhole (inside RR ROW but outside of tracks) (hereinafter called the "Facilities") located in, under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost 83.46, Midwest Division
- Latitude 38.01583000, Longitude -84.52293000
- Lexington, Fayette County, Kentucky

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **Exhibit A,** dated July 15, 2024, attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the "Premises"); and

WHEREAS, Railway has approved the Application to replace the Facilities; and

WHEREAS, Licensee and Railway desire to supersede and cancel the Original Agreement between the parties hereto and to enter into a new agreement covering the 48 inch existing casing with new 18 inch carrier pipe with section of new 36 inch casing tying to end manhole; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

NOW, THEREFORE, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all

encumbrances, covenants and easements to which the Railway's title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, "Operate" or "Operations"). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Licensee shall, at the sole expense of Licensee, contract with one or more vendors approved by Railway for the provision of Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be

provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of personnel being assigned and present to monitor construction activities of Licensee on behalf of Railway, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, and to the extent permitted by law, without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and, to the extent permitted by law, without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Except as otherwise provided in this Agreement, Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the Authorized Representative for the evaluation of the need for Support Services pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Authorized Representative shall review the necessity of flagmen for the proposed work and advise Licensee of such matters. In the event of an emergency, Licensee shall call the

Railway police emergency line at (800) 453-2530. Except as otherwise provided in this Agreement, no work shall be permitted on or about the Premises without the presence of flagging protection or Railway's waiver of the requirement for flagging protection. Entry on or about the Premises or any other Railway right-of-way other than in compliance with this Agreement shall be deemed trespassing.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. To the extent permitted by law, and without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of $1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway

with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of $2,000,000 each occurrence and $6,000,000 aggregate, or (2) if the value of a given operations project exceeds $350,000, not less than a combined single limit of $5,000,000 per occurrence and $10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Licensee shall maintain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than $2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providingannual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Licensee shall maintain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers' Liability Insurance with limits of not less than $1,000,000 eachaccident $1,000,000 policy limit for disease, and $1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Intentionally Deleted.

(ii) Licensee's Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise (1) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from

any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions arepermitted that would apply to the additional insureds, and there may not be any restrictionsin any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement.

(vii) Any deductibles or self-insured retentions of Licensee over $50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. To the extent permitted by law, and without waiving the defense of sovereign immunity to claims by third parties, Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to

any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect. In case of the facilities previously described in the Original Agreement under Custodian Number 229129, this Agreement does hereby cancel and supersede that Original Agreement.

21. Intentionally Deleted.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver

shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
650 West Peachtree Street, Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Licensee:
Lexington Fayette Urban County Government
125 Lisle Industrial Ave Ste 250
Lexington, KY 40511

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record

and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY LLC

By: _____
Real Estate Manager

_____
As to Railway

Witness:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Mackenzie Stack
As to Licensee
Deputy Council Clerk

By: Linda Gorton

Title: Mayor

Activity Number: 1320712
NJR: 12/17/2024

EXHIBIT A

1 Page

The Cincinnati, New Orleans and Texas Pacific Railway Company

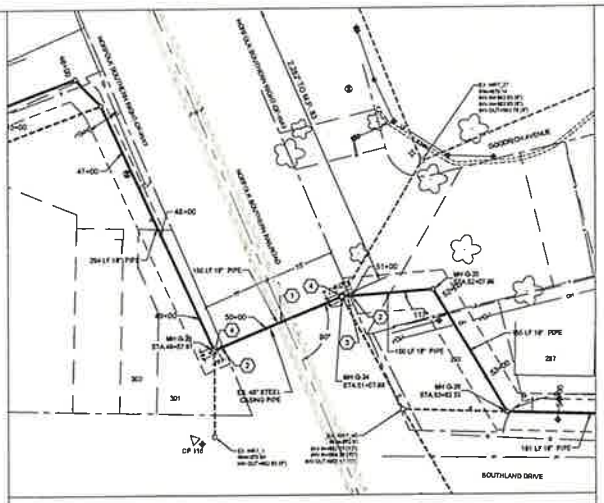
Accompanying Agreement With

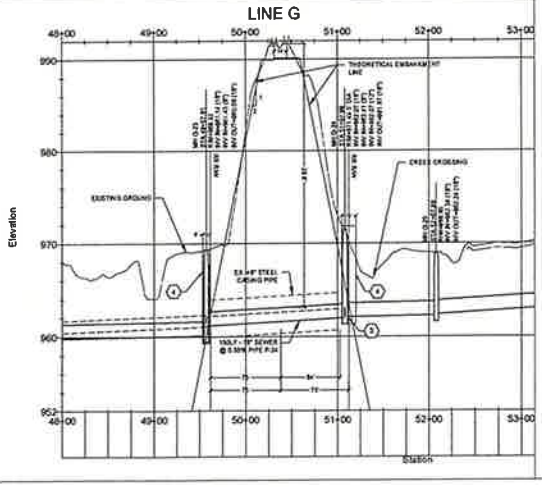
Lexington Fayette Urban County Government

Activity No.:	1320712	**E.S.:**	3112+27
Division:	Midwest	**Mile Post:**	83.46
Val Sec:	1	**Map No.:**	41
City:	Lexington	**County:**	Fayette
State:	Kentucky		
Lat:	38.01583	**Long:**	-84.52293

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications

BLASTING NOT PERMITTED **DATED 7/15/2024**





KEY NOTES

1. EXISTING BORE UNDER RAILROAD. PULL EXISTING CARRIER PIPE OUT AND REUSE CASING FOR NEW CARRIER PIPE.
2. PLACE DURABLE, WEATHERPROOF SIGN AT NORFOLK SOUTH R/W IMMEDIATELY OVER TOP OF THE SEWER LINE. SHOWING:
   LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, 125 LISLE INDUSTRIAL AVENUE, SUITE 180
   CONTENTS: SEWAGE
   PRESSURE IN PIPE: NONE
   EMERGENCY TELEPHONE: (859) 425-2400
3. PLACE SECTION OF 36" CASING PIPE FROM MH G-34 TO RR R/W.
4. EXCAVATION LIMITS

GENERAL NOTES

LATITUDE 38° 0'54.65"N
LONGITUDE 84°51'23.74"W

RAILROAD EXHIBIT

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
WOLF RUN TRUNK SEWER LINE G
UFUGD BID No. XX-2024, RMP ID No. WR-07

GRAPHIC SCALE

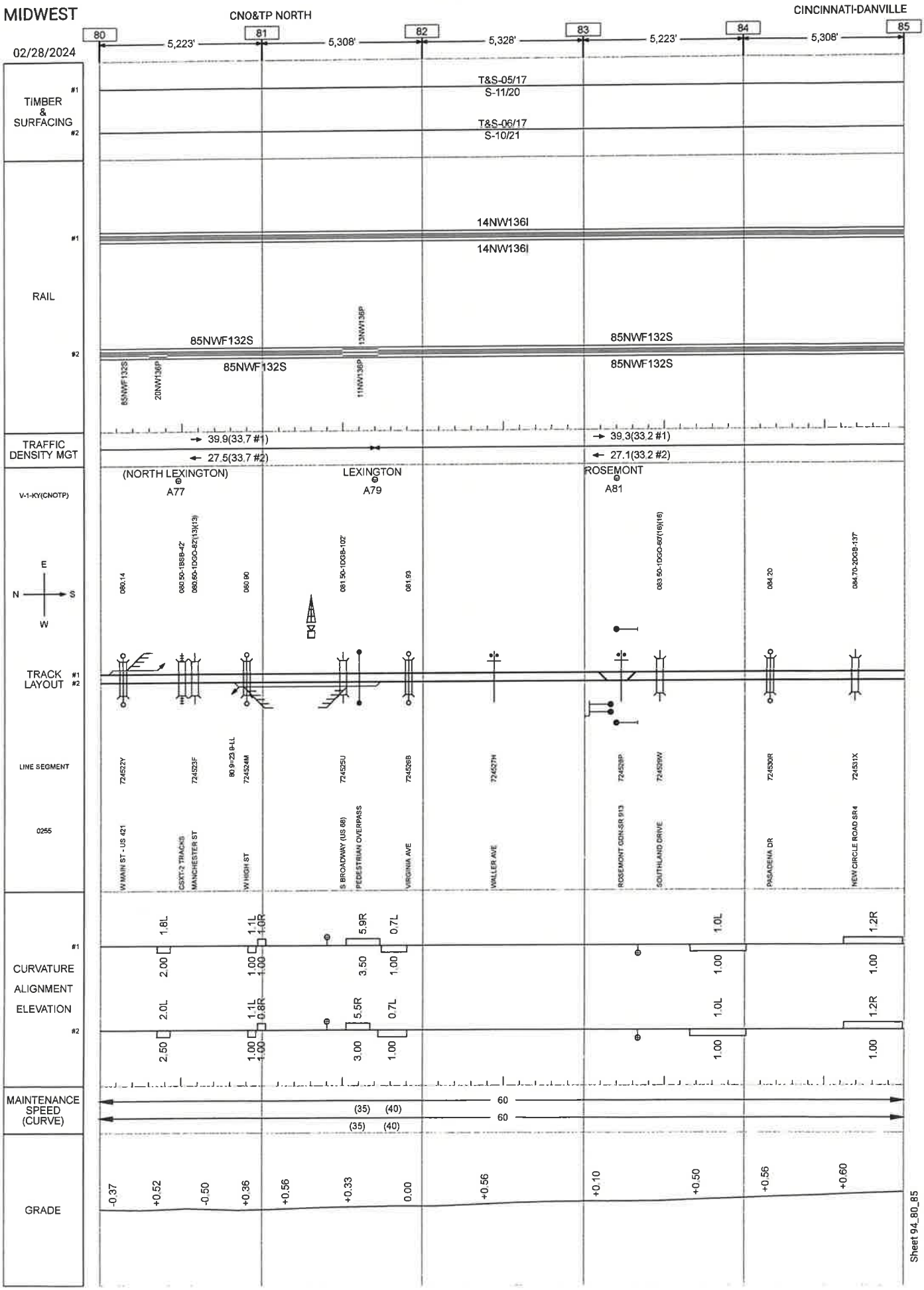
DATE | REVISION DESCRIPTION

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Sewage	
MAX. ALLOWABLE OPERATING PRESSURE	46 PSI	
NOMINAL SIZE OF PIPE	18 in	48 in
OUTSIDE DIAMETER	18.701	
INSIDE DIAMETER	17.644	
WALL THICKNESS	0.499	
WEIGHT PER FOOT	21.93	
MATERIAL	PVC	Corr. Metal Pipe
PROCESS OF MANUFACTURE		
SPECIFICATION	ASTM D3034/F679	
GRADE OR CLASS (Specified Minimum Yield Strength)	SDR 35	
TEST PRESSURE	Between 3.5 to 4.0 psig	
TYPE OF JOINT	Bell and spigot	Bolted Plates
TYPE OF COATING		Existing
DETAILS OF CATHODIC PROTECTION		Existing
DETAILS OF SEALS OR PROTECTION AT END OF CASING	Concrete brick or cap block and mortar.	
CHARACTER OF SUBSURFACE MATERIAL		
APPROXIMATE GROUND WATER LEVEL	None encountered	
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	Geo-Tech Report	

Proposed method of installation (refer to NSCE-8 Specification):

- ☐ Bore & Jack
- ☐ Jacking
- ☐ Tunneling (with Tunnel Liner Plate)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A
- ☐ Directional Bore/Horizontal Direction Drilling – Method B
- ☐ Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☒ Other – Please Specify: Existing casing pipe will be utilized.



General Reference Only - Not for Operational Purposes

March 21, 2025

Friday

March 2025

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	**4**	5	**6**	7	8
9	10	**11**	12	**13**	14	15
16	17	**18**	19	**20**	**21**	22
23	24	25	26	**27**	28	29
30	31					

April 2025

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	**28**	29	30			

	FRIDAY
	21
7 AM	
8	
9	
10	
11	
12 PM	
1	
2	
3	**1521 Green Hills Rd.**
4	
5	
6	

Daily Task List

Arrange by: Due Date

Fri 3/21/2025

- ☐ Scan from WQ copier Tate 1
- ☐ Scan from WQ Tate2 copier
- ☐ Excused Absence for Jury Duty on 4/3...
- ☐ Monthly inspection from 3/21/24 - 4/...
- ☐ Scan from WQ Tate2 copier
- ☐ Bid
- ☐ The Coslow Brothers Band contact- 2...
- ☐ Check Arrived
- ☐ 613 Eurkea Springs Dr.
- ☐ The Coslow Brothers Band contact- 2...
- ☐ Your estimate from GreenBox Home ...
- ☐ Winter Wear 2025
- ☐ The Academy Certificates and Awards...
- ☐ Your estimate from GreenBox Home ...
- ☐ Your estimate from GreenBox Home ...
- ☐ Scan from WQ Tate2 copier
- ☐ Telecommuting 2025
- ☐ Scan from WQ Tate2 copier
- ☐ Scan from WQ Tate2 copier
- ☐ Reimbursement Paper
- ☐ Checks

Notes

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0199-25

File ID:	0199-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/19/2025
File Name:	Truck a Palooza Facility Usage contract with FDHS			**Final Action:**	03/20/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Fayette County Board of Education for space to host Truck-a-Palooza, for the Div. of Environmental Services, at a cost not to exceed $555.59. [Div. of Environmental Services, Carey]

Notes:

Sponsors:

Enactment Date: 03/20/2025

Attachments: bluesheet memo FCPS Facility Usage Contract for TaP at FDHS, 2025_TaP facility terms of use amended, Frederick Douglass High School COI FY25 Truck a Palooza, RE_ ACTION REQUIRED_ Issues with your Certificate of Insurance (COI), Your insurance has been verified for Truck-a-Palooza!, 0199-25- FCPS Truckapalooza contract 4925-2846-4164 v.1.docx, R-105-2025

Enactment Number: R-105-2025

Deed #:

Hearing Date:

Drafter: Sandra Burke

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
1	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0199-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Fayette County Board of Education for space to host Truck-a-Palooza, for the Div. of Environmental Services, at a cost not to exceed $555.59.

[Div. of Environmental Services, Carey]

Summary

Authorization to enter into a Facility Usage Contract between Fayette County Public Schools, Frederick Douglas High School (FDHS), and LFUCG, Division of Environmental Services for the purpose of using FDHS's facilities to host the Department of Environmental Quality & Public Works' annual Truck-a-Palooza (TaP) event, showcasing the various trucks utilized within the dept., on June 7, 2025, at a cost not to exceed $555.59. Funds are Budgeted. (L0199-25) (Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, February 18, 2025

Fully Budgeted [select]: Yes

Account Number:1115-313201-3095-75101

This Fiscal Year Impact: $555.59

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $80,690.02

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: February 13, 2025

SUBJECT: Agreement with Fayette County Public Schools, Frederick Douglass High School

---

Request
The purpose of this memorandum is to request Council approval of a Facility Usage Contract between Fayette County Public Schools, Frederick Douglass High School (FDHS), and LFUCG Division of Environmental Services.

Why are you requesting?
The Facility Usage Contract is for the purpose of using FDHS's facilities to host Truck-a-Palooza on June 7, 2025. Truck-a-Palooza is an annual event hosted by the Department of Environmental Quality and Public Works to showcase the various trucks utilized within the Department.

What is the cost in this budget year and future budget years?
The cost for FY25 is $555.59. No additional costs are anticipated in future budget years

Are the funds budgeted?
Yes, funds are budgeted in 1115-313201-3095-75101.

File Number: 0199-25

Director / Commissioner: Carey / Albright

Fayette County Public Schools
Frederick Douglass High School

Terms of Use

FACILITY USAGE CONTRACT

THIS CONTRACT (hereafter referred to as the District's standard Facility UsageContract or simply as the "Contract") is made and entered into on the date indicated on Exhibit "B," by and between the Fayette County Board of Education (the "District") and the individual or organization (the "Applicant") indicated on the reservation.

W I T N E S S E T H:

WHEREAS, Applicant has requested the use of District facilities, grounds, and/or equipment for non-commercial activities during non-instructional time either before the commencement or after the conclusion of the school day; and

WHEREAS, the Principal or other supervisor of such facilities or grounds has, in his or her discretion, confirmed the availability and initially approved the use of designated portions of such facilities and grounds, and/or the use of designated equipment, all on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and WHEREAS, the District's Department of Physical Support Services has determined usage fees relating to the use of the facility, grounds, and/or equipment approved by the Principal and has, in its discretion, additionally approved the use of such facilities, grounds, and/or equipment on specified date(s) and time(s) pursuant to the terms and conditions of this Contract; and

WHEREAS, Applicant has agreed to pay all applicable usage fees and to abide by andsatisfy all other terms and conditions of this Contract as consideration for the use of thespecified area(s) of the facility, grounds, and/or equipment on the specified date(s) andtime(s),

NOW, THEREFORE, in consideration of the mutual promises set forth herein and othergood and valuable consideration the receipt of which is hereby acknowledged, theparties hereby agree as follows:

1. The document appended hereto as Exhibit "A" is incorporated by reference intoand made a part of this Contract.

2. As consideration for Applicant's agreements to timely pay all usage fees set forth in Exhibit "A" and to abide by and satisfy all terms and conditions set forth in Paragraph 3 of this Contract, the District agrees to make available for Applicant's reasonable use, on the date(s) and time(s) specified in Exhibit "A," the area(s) of the facility and/or grounds ("Facility/Grounds") and/or the District equipment

("Equipment") specified in Exhibit "A."

3. The parties agree that the use by Applicant of the specified area(s) of the Facility/Grounds and/or the specified Equipment shall be subject to each of the following terms and conditions:

a. At least two (2) weeks prior to its proposed use of the Facility/Grounds,

Applicant shall:

i. Execute and return this Contract;

ii. Submit payment of the usage fee deposit listed in Exhibit “A;”

iii. If requested by the District, procure and maintain throughout the term of this Contract a general liability insurance policy with a reputable insurer having an A.M. Best financial strength rating of “A-” or better, in which: (a) the District is indemnified in an amount not less than $1,000,000 for any and all claims whatsoever, including injury to persons and damage to property, arising out of the use of the Facilities/Grounds by Applicant, its agents, servants or invitees; and (b) the District is named as an additional insured under the policy. A certificate of insurance must be provided to the

District prior to the use of the Facilities/Grounds.

Applicant and the District agree that any insurance policy(ies) procured by Applicant that provides benefits or protection for the District shall be primary and that any insurance policy(ies) procured by the District that might happen to provide benefits or protection to the District arising out of Applicant’s use of the

Facilities/Grounds shall be excess.

Applicant acknowledges and agrees that failure on its part to timely submit anexecuted Contract or payment of the full usage fee or a requested certificate ofinsurance shall be grounds for non-approval by the District of Applicant’s facilityusage application and immediate cancellation by the District of this Contract. In the event of non-approval and cancellation, the District shall refund any and allusage fee deposits or other payments received by the District as of the date of such non-approval or cancellation.

Applicant further acknowledges and agrees that any usage fees other than those set forth in Exhibit “A” (such as usage fees relating to catering, food services, and extra time) may, at the option of the District, be separately billed to the Applicant either before or after the Applicant’s use of the Facility/Grounds.

b. The District reserves the right to have one or more District employees (“Employee”) present at all times the Facility/Grounds is used by Applicant. In the event Employee(s) is/are present, said Employee(s) shall in no way be responsible for the conduct of persons present at Applicant’s activity(ies), nor shall such employee(s) perform duties other than those involving the care, safety, and security of the Facility/Grounds and/or

Equipment.

c. Access to Facilities/Grounds shall be strictly limited to those parts of the Facilities/Grounds specified in Exhibit A and the entrances to those Facilities/Grounds.

d. Applicant shall abide by all District policies, procedures, rules and regulations in its use of the Facility/Grounds, and Equipment, and shall be legally responsible for any and all damage resulting from its use of the Facility/Grounds, and Equipment, whether caused by negligence, recklessness, or willfulness on the part(s) of Applicant, its agents, servants, or invitees.

e. To the extent permitted by law, and without waiving the defense of sovereign immunity to claims brought by third parties, Applicant agrees to indemnify and hold harmless the District, all District elected and appointed officials, all District administrators, all District principals, all District teachers and other employees, all District volunteers and representatives, and all persons and bodies corporate acting for or on behalf of them:

i. Against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorneys fees) whatsoever, including injury to persons and damages to property, for which they may be or become liable directly or indirectly arising out of the use of the Facilities/Grounds by Applicant or by Applicant's agents, servants, or invitees; and

ii. For such further sums in excess of those contained in any insurance policy procured by Applicant relating to the use of the Facilities/Grounds or for such amounts as may not be payable under any such insurance policy.

f. Applicant shall observe all fire and safety regulations.

g. Applicant agrees that, except as specified in Exhibit "A," no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) and no dangerous animals will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

h. Applicant agrees that, except as specified in Exhibit "A," no amusement rides or attractions (including, but not limited to, trampolines of any type, enclosed air support structures of any type, climbing walls, climbing ropes, firearms or shooting activities, bow and arrow shooting activities, or equipment or devices related thereto) will be brought onto the Facilities/Grounds or used in any way while occupying any portion of the Facilities/Grounds.

i. Applicant shall prohibit the use of tobacco products and alcoholic beverages in or on the Facility/Grounds, except that tobacco products may be used after school in such area(s) as may be designated by the Principal

j. Applicant shall not allow any immoral or illegal activity, including gambling, in or on the Facility/Grounds.

k. The Principal or other supervisor of the Facility/Grounds and/or the District's Department of Law Enforcement shall determine the need for security during Applicant's use of the Facility/Grounds.

l. Applicant shall not make any alterations to the Facility/Grounds without prior approval of the District's Department of Physical Support Services.

m. Applicant shall not sublease or reassign any portion of the Facility/Grounds or item of equipment covered by this Contract.

n. The use of equipment shall not be a part of this Contract unless such equipment is specifically listed in Exhibit "A". In the event equipment is listed in Exhibit "A," Applicant agrees that:

i. Equipment may not be used by Applicant if it is needed for school activities;

ii. Equipment shall not be removed from the Facility/Grounds; and

iii. Applicant shall assume full responsibility for any and all expenses resulting from the transfer, repair, or replacement of Equipment necessitated by its use.

In case of damage to Equipment, the Facility Principal shall send a report to the District's Department of Financial Services at 701 East Main Street, Lexington, Kentucky 40502, and to Applicant at the address listed in Applicant's Facility Usage Application. Settlement agreeable to the District shall be a pre-requisite to dditional use by Applicant of any facility or grounds in the District.

o. In the event Equipment assigned for Applicant's use is either unavailable or in unsatisfactory working condition on the date and at the time scheduled for its use, Applicant's sole remedy shall be a refund of any equipment usage fees paid by Applicant up to that point.

p. Applicant shall ensure that proper care is taken of the Facilities/Grounds during use and that the Facility/Grounds are left in as good a condition as before used. Applicant agrees that any furniture and equipment moved during the use of the Facilities/Grounds shall be restored to its originaln position and that the Facilities/Grounds shall be left in a clean and tidy condition.

q. Applicant shall not operate food or drink concessions unless approved by the Principal or other supervisor of the Facility/Grounds.

r. Applicant shall not sell or offer for sale any merchandise at any function

conducted in or on the Facility/Grounds, other than approved food and drink concessions.

s. Applicant shall abide by all District and other administrative procedures relevant to conservation of energy.

t. Applicant shall be responsible for the conduct of individuals using the Facility/Grounds. Applicant shall not charge admission or solicit or accept donations for attendance at or participation in events held in or on the Facility/Grounds, except that civic, charitable government, non-profit, and religious groups may charge admission or accept donations when the net proceeds of such charges or donations are used exclusively for civic, charitable, government non-profit, and religious purposes

u. Applicant shall not use the Facility/Grounds, or equipment for commercial,for profit activities.

v. Unless otherwise provided in this Contract, Applicant's privilege of using the Facility/Grounds or Equipment shall terminate upon the earlier of either (1) the delivery by one party to the other of written notice of termination; (2) the last day of the Applicant's activity as specified on

Exhibit "A;" or (3) June 30 following the effective date of this Contract. Notice of termination shall be delivered by one party to the other at the address of the other party as set forth at the conclusion of this Contract. In the event Applicant terminates this Contract by delivering written notice of termination to the District at least forty-eight (48) hours prior to the earliest date and time scheduled for the Facility's/Ground's use, Applicant shall not be charged any facility usage fees. In the event Applicant terminates this Contract by delivering written notice of termination to the District within the forty-eight (48) hour period immediately prior to the earliest date andtime scheduled for the Facility's/Ground's use, Applicant shall pay aminimum of one (1) hour worth of the Full Operational Fee. In the eventthis Contract terminates or is terminated at any other time, Applicant shall owe all facility usage fees associated with Applicant's use of the Facility/Grounds and/or Equipment.

w. In the event of inclement weather, Applicant shall be solely responsible for ensuring that it has adequate ingress to, parking at, and egress from the Facility/Grounds by removing snow, ice, and other impediments from established Facility driveways and parking lots. Applicant may contractwith a qualified outside entity for the removal of snow, ice, and otherimpediments, provided the outside entity is able to demonstrate that it possesses at least as much general liability insurance as that demonstrated by Applicant.

x. In the event the Applicant's activity takes more time than that originally scheduled for the activity, or in the event District employees are required to work more time than originally scheduled to get the Facility/Grounds ready for District use the next business day, the Applicant agrees to pay any additional usage fees attributable to the extra

time. The District shall invoice Applicant for such additional usage fees and Applicant agrees to pay such invoices within thirty (30) days after receipt.

y. Applicant agrees that if the Facility/Grounds, Employees, or Equipment become unavailable due to circumstances beyond the District's control, including but not limited to loss of electrical power, sickness, terrorism, war, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), Applicant's sole remedy shall be a refund of the applicable usage fee(s) paid by Applicant.

z. Applicant agrees that, before conducting any activities at or on the Facility/Grounds, Applicant will require its on-site personnel to review such materials as may be furnished by the District concerning procedures to be followed by the District during earthquakes, fires, severe weather,tornados, and other emergencies.

aa. Applicant agrees to give notice to the District, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Facilities/Grounds. Such notice shall include details of the time, place, and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

Background checks NOT APPLICABLE

Any adult who is permitted access to school grounds pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity, must submit the FBI, KY State Police and Child Abuse and Neglect (CAN) background checks, dated within the last six months, prior to working with the student(s).

In accordance with state regulation KRS 160.380, in order to perform work with students any outside contractor and its employees and parents on SBDM councils must submit these three background checks for approval:

Kentucky State Police;
FBI; and
Cabinet for Health and Family Services child abuse and neglect (CAN) central registry report.

Please follow these steps to apply to be an approved contractor with Fayette County Public Schools:

1. Register as a contractor (https://dna.fcps.net/contractors). Outside contractors should select "Login as Guest."

2. Submit background checks (state and federal) and CAN letter from CHFS that are less than 6 months old.

© Facilitron, Inc.

Client#: 653073 LEXINURBAN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brenda S Stickrod AAI	
Marsh & McLennan Agency LLC 360 East Vine Street, Ste 200 Lexington, KY 40507 859 254-8023	PHONE (A/C, No, Ext): 859-244-7684	FAX (A/C, No):
	E-MAIL ADDRESS: Brenda.Stickrod@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Safety National Casualty Corporation	15105
INSURED Lexington-Fayette Urban Co Government 200 East Main Room 338, Government Center Lexington, KY 40507	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			XPR4068304	07/01/2024	07/01/2025	EACH OCCURRENCE	$5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$$0
							PERSONAL & ADV INJURY	$Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			XPR4068304	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Coverage is Excess of the Retained Limit of $1,500,000

Auto Liability Coverage is Excess of the Retained Limit of $1,500,000

This certificate does not amend, extend or alter the coverage afforded by the policy.

(See Attached Descriptions)

CERTIFICATE HOLDER

Frederick Douglass High School
2000 Winchester Road
Lexington, KY 40509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris P. Barnett

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DESCRIPTIONS (Continued from Page 1)

RE: Truck - A - Palooza event, hosted by the division of Public Works and Safety.
Event Date: June 7, 2025.

From:	Brendan Campbell
To:	Reihing, Heidi; Mayes, Alan
Subject:	RE: ACTION REQUIRED: Issues with your Certificate of Insurance (COI)
Date:	Friday, January 31, 2025 9:34:00 AM
Attachments:	image001.png image002.png

Thank you!

From: Reihing, Heidi <heidi.reihing@fayette.kyschools.us>
Sent: Friday, January 31, 2025 9:28 AM
To: Mayes, Alan <alan.mayes@fayette.kyschools.us>; Brendan Campbell <bcampbell@lexingtonky.gov>
Subject: RE: ACTION REQUIRED: Issues with your Certificate of Insurance (COI)

> You don't often get email from heidi.reihing@fayette.kyschools.us. Learn why this is important

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Good morning!

I fixed it.

Thanks!

From: Mayes, Alan <alan.mayes@fayette.kyschools.us>
Sent: Friday, January 31, 2025 9:21 AM
To: Brendan Campbell <bcampbell@lexingtonky.gov>
Cc: Reihing, Heidi <heidi.reihing@fayette.kyschools.us>
Subject: RE: ACTION REQUIRED: Issues with your Certificate of Insurance (COI)

I do not have the ability to approve the COI. That is above my status. Heidi can provide a copy of what is required. CC'd Here

Alan Mayes
Academy of Technology Principal | The Academies of Frederick Douglass
(859) 422-0011 x11157 | https://calendly.com/alan-mayes | @AMayesKY

Fayette County Public Schools
Frederick Douglass High School
2000 Winchester Road | Lexington, KY 40509
douglass.FCPS.net | www.facebook.com/FDHSacademies | @FDHSacademies

From: Brendan Campbell <bcampbell@lexingtonky.gov>
Sent: Friday, January 31, 2025 9:14 AM

To: Mayes, Alan <alan.mayes@fayette.kyschools.us>
Subject: FW: ACTION REQUIRED: Issues with your Certificate of Insurance (COI)

EXTERNAL MAIL

Good morning,

Last year I was told that we are not able to list FCPS as an additional insured. One of our attorney's contacted someone in the FCPS Law office and they seemed to have come to an understanding. I believe either Heidi Reihing or Shelley Chatfield. Are you able to approve the COI for this year or who should I contact about that this time around?

Thank you,

Brendan Campbell
Event Coordinator
Public Information and Engagement
Environmental Quality and Public Works

859.327.2857 cell
859.258.3484 office
lexingtonky.gov
LEXINGTON
250Lex
1775 - 2025

From: support@facilitron.com <support@facilitron.com>
Sent: Thursday, January 30, 2025 6:56 PM
To: Brendan Campbell <bcampbell@lexingtonky.gov>
Subject: ACTION REQUIRED: Issues with your Certificate of Insurance (COI)

> You don't often get email from support@facilitron.com. Learn why this is important

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hi Brendan,

On 01/29/2025 at 3:55 pm EST, you uploaded a certificate of insurance for your upcoming

reservation(s) at Fayette County Public Schools.

Details about your Truck-a-Palooza event can be found here

Unfortunately, there are some issues with your certificate that must be corrected as soon as possible. If you believe that your certificate is valid and have requested a review, our team will contact you with more information and next steps.

Issue(s) with your Certificate of Insurance (COI)

Additional Insured Endorsement:

- The certificate must have an Additional Insured endorsement (a checkmark under the ADDL INSD column in the Commercial General Liability section OR must grant such a status in the Description of Operations section)

Certificate Holder Name:

- The certificate holder name in the Certificate Holder section must be exactly:

  Fayette County Public Schools

  OR

  Fayette County Board of Education

Certificate Holder Address:

- The certificate holder address in the Certificate Holder section must match and be exactly formatted as:

  450 Park Place
  Lexington, KY 40511

  OR

  1126 Russell Cave Road
  Lexington, KY 40511

The Following Text Must Be Present On The Certificate:

- Fayette County Public Schools is listed as Additional Insured

Please ask your insurance broker/producer to correct the issues listed above and upload

your corrected certificate by clicking here or logging into your Facilitron Dashboard.

Please see this support page for further instructions.

We urge you to contact your insurance broker/producer as soon as possible to avoid a possible suspension of your reservation.

Thank you,
The Facilitron Team

We bring communities and spaces together.

1-800-272-2962 | support@facilitron.com



CAUTION: This email originated from outside of FCPS. Do not click links, or open attachments, unless you recognize the sender and know the content is safe.

From: Facilitron
To: Brendan Campbell
Subject: Your insurance has been verified for Truck-a-Palooza!
Date: Friday, January 31, 2025 9:30:03 AM

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hi Brendan,

We have reviewed your Certificate of Insurance for Truck-a-Palooza (PZTED4TEEGFM) and it has been verified! It is valid through 07/01/2025

Sincerely, The Facilitron Team

This email can't receive replies. To contact Facilitron, please do not reply to this message, but instead direct your emails to support@facilitron.com.

For customer service, contact Facilitron support at support@facilitron.com or 1-800-272-2962.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE FAYETTE COUNTY BOARD OF EDUCATION FOR SPACE TO HOST TRUCK-A-PALOOZA, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED $555.59.

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 an Agreement, which is attached hereto and incorporated herein by reference, with the Fayette County Board of Education for space to host Truck-A-Palooza, for the Division of Environmental Services.

Section 2 – That an amount, not to exceed the sum of $555.59, be and hereby is approved for payment to the Fayette County Board of Education from account # 1115-313201-3095-75101, 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
0199-25:EPT_4925-2846-4164, v. 1

RESOLUTION NO. 105 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE FAYETTE COUNTY BOARD OF EDUCATION FOR SPACE TO HOST TRUCK-A-PALOOZA, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED $555.59.

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 an Agreement, which is attached hereto and incorporated herein by reference, with the Fayette County Board of Education for space to host Truck-A-Palooza, for the Division of Environmental Services.

Section 2 – That an amount, not to exceed the sum of $555.59, be and hereby is approved for payment to the Fayette County Board of Education from account # 1115-313201-3095-75101, 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: March 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0199-25:EPT_4925-2846-4164, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0206-25

File ID:	0206-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	087-2025	**In Control:**	Urban County Council
				File Created:	02/20/2025
File Name:	Engagement of Services for Infrastructure Funding Plan (RFP 56-2024)			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Consultant Services Agreement (awarded pursuant to RFP No. 56-2024) with Partners for Economic Solutions, LLC for the development of an Infrastructure Funding Plan, for the Dept. of Planning and Preservation, at a cost not to exceed $744,195. [Dept. of Planning and Preservation, Horn]

Notes: **Engagement of Services for Infrastructure Funding Plan (RFP 56-2024)**

SAF in the CCO. Returned to Shaun D. 4/9/2025 MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Blue Sheet Memo PES IFP.docx, IFP RFP Consultant Agreement (signed)-2-19-25, RESO 206-25- Infrastructure Plan Agreement 4906-2615-0948 v.1.docx, R-106-2025, Contract #087-2025	**Enactment Number:**	R-106-2025
Deed #:		**Hearing Date:**	
Drafter:	Albulena Gjoshi	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
1	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0206-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Consultant Services Agreement (awarded pursuant to RFP No.

56-2024) with Partners for Economic Solutions, LLC for the development of an Infrastructure Funding Plan, for the Dept. of Planning and Preservation, at a cost not to exceed $744,195. [Dept. of Planning and Preservation, Horn]

Summary

Authorization to execute an Agreement with Partners for Economic Solutions, pursuant to RFP No. 56-2024, for the development of an Infrastructure Funding Plan for infrastructure in the newly identified Urban Growth Areas, in an amount not to exceed $744,195. Funds are Budgeted. (L0206-25) (Denney/Horn)

Budgetary Implications [select]: Yes/**NO** Funds are Budgeted in the amount of $750,000.

Advance Document Review:

Law: { Select **Yes**/No, Completed by [Evan Thompson, February 13, 2025]}

Risk Management: {Select Yes/**No**, Completed by [Official, Date]}

Fully Budgeted [select]: **Yes**/No/Partial

Account Number: 1105-162101-1601-71299

This Fiscal Year Impact: $744,195.00

Annual Impact: $0

Project: INFRASTRUC_2025

Activity: PLAN

Budget Reference: 2025

Current Balance: $750,000.00

MAYOR LINDA GORTON

LEXINGTON

JIM DUNCAN
DIRECTOR
PLANNING

TO: **Linda Gorton, Mayor**
Urban County Council

FROM: **Shaun Denney**
Department of Planning and Preservation

CC: **Commissioner Keith Horn**
Department of Planning and Preservation

DATE: **February 19, 2025**

SUBJECT: **Engagement of Services for Infrastructure Funding Plan (RFP 56-2024)**

Request: Council authorization to execute an agreement with Partners for Economic Solutions (PES) for an amount not to exceed $744,195, (which includes a $30,000 contingency for ongoing support) for the development of an Infrastructure Funding Plan (IFP) for infrastructure in the newly identified Urban Growth Areas.

Purpose of Request: On October 31, 2024, the Planning Commission voted to adopt the Urban Growth Master Plan which included an existing conditions and market analysis, land-use recommendations, and transportation and regulatory recommendations for Urban Growth Areas. The plan recommended that LFUCG develop an IFP to determine how to fund infrastructure in the new Urban Growth Areas. On November 15, 2024, LFUCG issued RFP 56-2024 to seek a consultant for the development of an IFP. Partners for Economic Solutions was selected to assist LFUCG in developing an IFP that will include a process for identification and prioritization of projects (considering cost and other criteria), the development of a funding mechanism, and implementation of proposed plans.

Cost in this Budget year and future budget years: $744,195 of General Funds for FY 25. No additional funds are anticipated.

Are the funds budgeted? Funds are budgeted in the amount of $750,000. Account number is 1105-162101-1601-71299.

File Number: 0206-25

Director/Commissioner: Denney/Horn

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 13, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and PARTNERS FOR ECONOMIC SOLUTIONS, LLC (**CONSULTANT**).

WHEREAS, **OWNER** intends to proceed with the Infrastructure Funding Plan in Lexington, Kentucky as described in the attached Request for Proposal document; and

WHEREAS, the requested services are to include professional services for development of a infrastructure funding plan for the city ("Project") as contemplated in the **OWNER**'s Request for Proposal No. 56-2024.

WHEREAS, CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 56-2024.

WHEREFORE, OWNER and **CONSULTANT** in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the **OWNER** and the **CONSULTANT** agree to the following mutual covenants and conditions:

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which shall include development of the Infrastructure Funding Plan for the Urban Growth Areas.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 56-2024 (Exhibit "A"); and Consultant's Response dated January 17, 2025 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 56-2024 (Exhibit "A"), and then Consultant's Response dated January 17, 2025 (Exhibit "B").

After written authorization to proceed with the **PROJECT**, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct inventories and gather other necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal and the Response to the Request for Proposal. See Exhibits "A" and "B" for complete listing of all deliverables.

This Agreement together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral

understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 56-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Lexington Fayette Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.2. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.3. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.4. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.5. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. CONSULTANT shall commence services no later than April 1, 2025, shall finalize Project deliverables on or before October 31, 2026, and Project completion on or before October 31, 2026.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for services rendered a fee not exceeding $744,195. The CONSULTANT will provide services as outlined in this Agreement.

5.2 Times of Payment.

OWNER shall make payment under this Agreement upon timely submission of an invoice(s) from **CONSULTANT** specifying that the services have been performed, accompanied by data satisfactory to **OWNER** to document entitlement to payment for the services performed to date. **OWNER** shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. **OWNER** reserves the right to refuse payment if it is determined by **OWNER** that the services performed or materials provided for the services are inadequate or defective.

5.2. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.2. Legal Responsibilities and Legal Relations.

6.2.1. The **CONSULTANT** shall familiarize themselves with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.2.2. In performing the services hereunder, the **CONSULTANT** and its sub-**CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including sub-**CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.2.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.3. Successors and Assigns.

6.3.1. CONSULTANT binds itself and their partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.3.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.4. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning and Preservation, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.5. Security Clause.

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.6. Access to Records.

The **CONSULTANTS** and their sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 56-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
LINDA GORTON, MAYOR

Date:_____

CONSULTANT (PARTNERS FOR ECONOMIC SOLUTIONS, LLC):

Signature: Anita Morrison
ANITA MORRISON

Printed Name: _____

Position: Principal

Date: February 19, 2025

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #56-2024 Infrastructure Funding Plan** 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 **January 10, 2024.** 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 ninety (90) 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.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

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, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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 Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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 Central Purchasing 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 Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:
1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:
(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise

discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Specialized qualifications, experience and technical competence of the individual or firm with regard to the services requested. Submit lead staff qualifications and work samples. **(35 points)**
2. Familiarity with the details of the project **(10 points)**
3. Professionalism and completeness of the written proposal; including proposed project approach, management plan, and schedule **(15 points)**
4. Experience with municipal financing and public infrastructure **(20 points)**
5. Past record of performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **(5 points)**
6. Quality of references. List three professional references of clients you have worked with in the last 5 years for work similar to this project's scope of services. **(5 points)**
7. Proposed fee for services **(10 points)**

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.

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

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 Central Purchasing 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.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. 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 knowingly or unknowingly 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.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **<u>Note</u>: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		**Date:**	
Project Name:		**Project Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

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, safely 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

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:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

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. 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.

d. 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

Lexington-Fayette Urban County Government (LFUCG)
INFRASTRUCTURE FUNDING PLAN
Request for Proposals (RFP) #56-2024

INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking professional assistance to establish a comprehensive Infrastructure Funding Plan (IFP) to financially support growth and development in the new expansion areas identified as part of the 2024 Urban Growth Master Plan. The project will involve creating a process for the IFP, identifying preferred funding mechanisms, conducting a methodology report, and providing guidance on the implementation of the IFP.

BACKGROUND

Lexington is committed to fostering sustainable growth and enhancing the quality of life for its residents. The development of a comprehensive Infrastructure Funding Plan for the expansion areas is a crucial step in achieving these goals. By understanding Lexington's Comprehensive Plan, Urban Service Area, recent expansions, and infrastructure needs as identified in the 2024 Urban Growth Master Plan, potential bidders will be well-equipped to create a strategic, effective funding plan that supports Lexington's vision for the future.

Lexington's Comprehensive Plan
Lexington's Comprehensive Plan serves as its guiding document for growth and development. It establishes long-term goals and policies designed to enhance the quality of life for residents, promote economic development, and preserve Lexington's unique character. Imagine Lexington 2045 is the latest comprehensive plan, adopted in November 2023. This plan examines data, trends, projections, and community input to build a strategy for Lexington’s growth and development over the next 20 years. You may read the full document at imaginelexington.com

Urban Service Area (USA)
The Urban Service Area (USA) is a critical tool in Lexington's growth management strategy. Established in 1958, the USA delineates the area where urban development is permitted. The USA helps concentrate infrastructure investments within a defined area, promoting efficient service delivery and reducing sprawl, while preserving the surrounding rural landscape and agricultural land.

1996 Expansion
The last expansion of the Urban Service Area was in 1996. This expansion resulted in three expansion areas totaling approximately 5,200 acres. Of the land identified for future development, approximately 2,900 acres remain to be developed from these areas. The 1996 Expansion Area Master Plan provided land use recommendations and proposed public infrastructure facilities that would be needed to support the new development - including a proposed funding mechanism known as exactions for the new

infrastructure in the expansion areas. The Exactions Program involves the imposition of exactions in conjunction with new development in the expansion areas to facilitate the apportionment of costs for required infrastructure improvements to the developments benefiting from those improvements, primarily in the form of roads, sanitary sewer, parks, and stormwater management. LFUCG is seeking to discontinue use of the existing exactions model in favor of new strategies developed by the infrastructure funding plan for development from this point forward.

Recent Expansion of the USA
During the Urban County Council's review of the Imagine Lexington 2045 Goals and Objectives, concerns over increased housing costs, low housing stock, the need for land for job development, and housing affordability led to the decision to include additional acreage within the Urban Service Area.

On June 15th, 2023, Council approved the Goals and Objectives of the Lexington 2045 Comprehensive Plan and tasked the Planning Commission with identifying 2,700 to 5,000 acres for inclusion within the Urban Service Area, with a Master Plan to be adopted by December 1st, 2024. As Lexington plans for expansion, the principles of smart, compact, and fiscally responsible growth are emphasized throughout Imagine Lexington 2045, which also prioritizes equitable development and environmental sustainability.

Urban Growth Master Plan
On October 31, 2024, Lexington's Planning Commission adopted the Urban Growth Master Plan (UGMP), a comprehensive strategy that outlines Lexington's vision for future development within the 2,840 acre expansion of the USA in five locations across Fayette County. This master plan will guide the growth and development for identified portions of Lexington, shaping a sustainable, equitable and vibrant community for generations to come. The plan includes:

- Land Use Planning: Zoning recommendations, proposed densities and land use designations to guide future development.
- Infrastructure Needs Assessment: An evaluation of current infrastructure capacities and a preliminary identification of necessary upgrades and expansions to support growth.
- Transportation Planning: Recommendations to improve transportation networks, enhance public transit, and promote multimodal transportation options.
- Regulatory Framework: Recommendations for implementation of the master plan in the form of development criteria and proposed regulations.
- Environmental Sustainability: Recommendations to protect natural resources, promote green infrastructure, and mitigate the impacts of climate change.
- Community Engagement: Extensive outreach and consultation with residents, businesses, and stakeholders to ensure the plan reflects community priorities and needs.

The adopted Urban Growth Master Plan may be accessed at urbangrowthlex.com

Referenced documents that informed the UGMP include the following, which in turn may inform this scope of work:

- *Imagine Lexington 2045 Comprehensive Plan:* imaginelexington.com/2045
- *2023 Sewer Capability Study:* *issuu.com/lexingtonky1/docs/2023_sanitary_sewer_capability_study_report*
- *LFUCG FY25 Adopted budget: lexingtonky.gov/departments/budgeting*

STATEMENT OF WORK

We invite experienced teams to submit proposals to help create a funding strategy for Lexington's infrastructure development within the newly identified 2024 Urban Growth Areas (UGMP map in Exhibit A). This plan will outline detailed funding mechanisms, projected implementation timelines, and estimated project costs, forming a solid foundation for informed decision-making as Lexington advances development in the Urban Growth Areas. The selected Consultant will develop funding mechanisms that minimize financial impact on the municipality and taxpayers. Where feasible, new costs for infrastructure and services should be borne by the beneficiaries of the infrastructure, ensuring they bear a fair share of the costs for a more equitable distribution of financial responsibility. By partnering with a skilled team, we aim to create a modern, efficient, and sustainable infrastructure funding plan that meets the evolving needs of our community while ensuring fiscal responsibility.

The Consultant shall utilize relevant data and information provided by Lexington and assembled by the selected consultant. The Consultant will be responsible for producing a comprehensive infrastructure funding plan. Upon satisfactory completion and at the discretion of LFUCG, the Consultant may be provided a notice to proceed with the implementation phase of the plan, continuing to collaborate with LFUCG throughout the execution of the identified funding strategies. The team undertaking this project should have expertise in financial planning, economic analysis, public-private partnerships, and municipal finance. Access to engineering and construction expertise is encouraged.

All deliverables will be developed through close coordination with the LFUCG Project Team to ensure alignment with project goals and financial constraints. Budget-conscious planning is paramount, and all funding strategies should be tailored to fit within Lexington's local legal and financial limits. Regular meetings and consultations with the LFUCG Executive Team will be held to review progress, discuss funding options, and make necessary adjustments to meet budgetary and project goals.

Goals & Key Objectives:

As recommended in the UGMP, an infrastructure funding plan should incentivize and encourage development as recommended. The following goals and objectives highlight the essential qualities that Lexington believes a well-crafted funding plan should encompass.

a. Concise and User-Friendly: Clearly articulate the funding strategy without unnecessary complexity, making it easy to understand and implement for internal and external stakeholders. The IFP process should be:
    - Transparent – providing clear information about funding sources and decision making to the public
    - Transferable – between departments and staff members when turnover occurs
b. Fiscally Responsible and Legally Sound: Develop a funding strategy that is legally sound, complying with all relevant laws and regulations, and financially prudent, ensuring long-term financial stability for Lexington. Identify reliable and diverse funding sources to support infrastructure projects.
c. Maximize Financial Efficiency: Optimize the use of public funds and leverage private investment to achieve cost-effective infrastructure development.
d. Flexible: Create a flexible funding framework that can adapt to changing circumstances and future growth needs, laying the groundwork for ongoing infrastructure investment throughout the Urban Services Area.

e. Equitable: Ensure fair distribution of funds, addressing the needs of all communities, incentivizing the production of affordable housing and providing relief for affordable housing development.
f. Comprehensive: Cover all necessary aspects, including sources, timelines, and risks.
g. Sustainable: Promote long-term financial health with diverse funding sources and operational sustainability through a simple process.
h. Fiscal Impact Analysis: Consideration of impact to current government operations associated with infrastructure development.

SCOPE OF WORK

The goal of this RFP is to pinpoint the funding, timing and location of new capital facilities within the Urban Growth Master Plan Area. It also aims to identify the extent to which these facilities can be financed through specific funding mechanisms or a combination of various funding sources. It is understood that this study will provide defined recommendations for funding impacts and sources that would act as a resource for future implementation.

Selected consultants will collaborate closely with the LFUCG Project Manager to regularly engage the Project Leadership Team and the Project Advisory Committee. This collaboration will include periodic meetings to ensure alignment and gather feedback. Additionally, consultants will be responsible for preparing and delivering presentations to Lexington's Urban County Council for project updates and final deliverables.

Throughout the project, consultants are expected to proactively engage with relevant LFUCG staff and community and developer stakeholders as appropriate. This engagement will help gather insights, address concerns, and ensure that the project reflects the needs and priorities of the community. By fostering open communication and collaboration, the consultants will contribute to a successful project outcome that aligns with the objectives of LFUCG and its stakeholders.

Each task of the project, outlined below, represents key components of the overall scope. Task 1 and Task 2 may be initiated concurrently as per the terms of an executed contract. Progression to Task 3 will be contingent upon meeting the successful completions of the prior tasks and LFUCG deciding to proceed with implementation of any identified funding mechanisms as a result of the prior tasks. The consultants will only proceed to Task 3 upon receipt of a formal notice to proceed by LFUCG.

LFUCG seeks expert insights to develop a project approach that effectively achieves the stated goals within this RFP. The assumed work tasks outlined below serve as foundational elements; however, LFUCG encourages proposers to amend and expand upon these tasks in their proposals.

TASK 1: PROJECT IDENTIFICATION & PRIORITIZATION PROCESS DEVELOPMENT

1. **Project Identification:**
    - **Compile Infrastructure Project List:** Develop a comprehensive list of potential capital infrastructure projects based upon the developed scenarios within the UGMP.
        - Recommend a 5-year and 20-year Project Outlook.

        - Consider future innovation and emerging needs as components for consideration; the plan should be flexible to changing conditions and external factors.
        - Outlook to include project descriptions, project phases, initial cost estimates, life cycle cost estimates, budgetary impact, projected schedules and priorities, potential funding sources, and plan implementation strategies.
    - **Cost Estimating:** Verify and expand upon cost estimates for the projects identified within the UGMP. Utilizing the developed project list create itemized project cost estimates including design, right-of-way, construction, maintenance, and disposal costs as applicable.

2. **Project Evaluation & Prioritization:**
    - **Define Criteria:** Establish criteria for evaluating and prioritizing projects, such as cost, urgency, impact on public safety, economic benefits, environmental sustainability, equity factors, and alignment with strategic goals.
    - **Weighting System:** Develop a weighting system to rank the importance of each criterion.
    - **Detailed Evaluation:** Evaluate projects using the established criteria and scoring system.
    - **Rank Projects**: Rank projects based on their scores from evaluation process.
3. **Project Phasing & Implementation Recommendations:**
    - **Resource Allocation:** Consider available funding, resources, and operational capacity to implement projects *(to be informed by funding mechanism scope of work).*
    - **Phasing:** Develop a phased approach for project implementation based on priority, urgency, and resource availability *(to be informed by funding mechanism scope of work).*
    - **Implementation Efficiency Analysis**: the collective systematic evaluation of all potential projects at the same time by looking at geographic proximity, scope alignment, and ways to leverage various funding sources.

TASK 2: FUNDING MECHANISMS ASSESSMENT

1. **Initial Assessment and Data Collection:**
    - Review city financial reports and previous funding mechanisms used.
2. **Market and Economic Analysis:**
    - Review completed market analysis in the UGMP to understand the economic potential and the economic impact of proposed projects on the local economy, including population, employment, and other tax-base impact forecasts.
    - Verify and update as necessary to accurately inform this scope of work.
3. **Identification of Funding Sources:**
    - Identify federal, state, and local funding opportunities, which may include, but are not limited to, user and other fees, grants, public-private partnerships (PPPs) and private investment options, tax increment financing (TIF) districts and other tax-related mechanisms, and bond issuance options including general obligation bonds and revenue bonds.
4. **Regulatory and Legal Review:**
    - Review local, state, and federal regulations related to funding mechanisms.
    - Assess any legal constraints or requirements for implementing funding options.
    - Consult with legal experts to ensure compliance and feasibility for use within Kentucky.

- Review the Lexington-Fayette Urban County Government's Charter and existing Ordinances and advise on potential conflicts. LFUCG's Law Department will be available for assistance.

5. **Financial Modeling and Projections:**
    - Develop financial models to project funding needs and revenue generation.
    - Create scenarios for different funding mechanisms and project outcomes. Compare cost and benefit of each.
    - Provide detailed financial projections for short-term and long-term periods.
    - Provide a long-term revenue and expense forecast for top funding recommendations, including the risk and sustainability of funding sources.
6. **Strategic Planning and Recommendations:**
    - Develop a comprehensive funding strategy tailored to Lexington's needs.
    - Prioritize funding mechanisms based on feasibility, impact, and stakeholder input.
    - Provide recommendations for implementation, including timelines and milestones.
7. **Execution Goals and Action Master Plan:**
    - Recommend execution goals for each identified funding mechanism.
    - Create high-level action plans for each, detailing steps, timelines, responsible parties, and resource requirements.
    - Include mechanism, if appropriate, for any deviation from identified funding mechanism (i.e. waiving potential fees for affordable housing).
8. **Ongoing Monitoring and Evaluation:**
    - Develop a framework for monitoring the progress and effectiveness of funded projects with key performance indicators and milestones. This framework should include a timeline for points where necessary update or re-evaluation should occur.
    - Recommend evaluation methodologies, including tools and techniques for data collection, analysis, and reporting.

TASK 3 (optional): FUNDING MECHANISMS IMPLEMENTATION

Provide guidance to the Lexington-Fayette Urban County Government to implement the selected funding mechanism(s). The delivered report may include but is not limited to the following:

1. Provide a methodology report outlining the creation of any new funding source and how it will be charged and collected.
2. Provide a schedule of charges that meets all legal and administrative requirements.
3. Draft ordinances or other legal documents required to adopt any new funding source.
4. Prepare an implementation handbook outlining administrative processes, such as appeals and annual reporting.
5. Assess and project necessary staffing levels, including roles and responsibilities.
6. Propose an effective leadership and governance structure with clear decision-making process.
7. Recommend relevant processes and software necessary for successful implementation, which may include computerized assessment and collection software that integrates with current LFUCG software and systems.
8. Assist with RFP development to procure software development and implementation consultants.
9. Conduct training sessions for LFUCG staff on new funding mechanisms and developed processes.
10. Offer ongoing support and assistance through full implementation process.

DELIVERABLES:

The outlined scope of work within this RFP serves as a foundational framework for the project. Respondents are expected to expand upon these elements and provide recommendations on the most effective methods to achieve Lexington's key objectives. We encourage innovative and thoughtful proposals that offer solutions, address potential challenges, and align with the vision and goals of Lexington. Anticipated deliverable from this scope of work include:

1. Infrastructure Identification & Prioritization Plan
2. Funding Mechanisms Assessment & Recommendations
3. Implementation Guidance Plan to provide guidance on project implementation and management strategies to ensure successful achievement of desired outcomes because of outcomes from Task #1 & Task #2.

- **Interim Reporting:** Interim reporting is expected during each phase of the project.
- **Findings and Recommendations Reports:** Final reports and presentations should be submitted in PDF, Word, and Excel formats as applicable. The consultant's final reports must include a comprehensive overview of participants, methodology, studies and supporting data, observations, recommendations, and accompanying drawings and illustrations. Any information developed through the consultant's proprietary methods may be submitted in a format agreed upon in consultation with the designated LFUCG Project Manager.
- **Final Report Presentation**: In addition to meetings with LFUCG Leadership Team and Advisory Committee during the project, the Consultant team shall provide a presentation of the Final report findings and recommendations to Lexington's Urban County Council during a public council meeting (date to be determined). The exact date of the meeting will be mutually agreed upon during the Services. Presentation to be submitted to the LFUCG Project Manager in PDF and Power Point format.

PROJECT SCHEDULE

A notice to proceed is expected in Q1 2025. As part of the proposal, interested firms shall provide a preliminary project schedule indicating deadlines, interim deliverables, and expectations for reporting, as appropriate. The proposal should recommend any stakeholder involvement processes where appropriate and a maximum number of such meetings (i.e., separate from staff meetings; however, the respondent may set a proposed limit of such staff meetings as well). This is intended as a preliminary number only and will be refined in consultation with the selected firm and negotiated in terms of the available budget. The selected consultant will develop a detailed project schedule at the beginning of the contract, preferably in an electronic format that can be revised, as needed.

METHOD OF PAYMENT

The Consultant may submit monthly invoices for basic services or rendered work, based upon the Consultant's estimate of the portion of the total services completed during the billing period. Each invoice shall be accompanied by a narrative progress report and estimated percentage of work completed. LFUCG shall respond to the invoice within thirty (30) days, either denying or approving payment, in its discretion.

SUBMISSION REQUIREMENTS

All responses to this RFP must include a proposed preliminary Project Work Plan, including a schedule and a timeline for incorporating LFUCG-provided information and the work of others; description of processes, methods, and metrics; suggested list of LFUCG roles or participants that the respondent might recommend be included in the study; and deliverables. LFUCG reserves the right to make the final determination of all study participants and deliverables. All Consultant communications for the study will be through the designated LFUCG Project Manager and/or a designee. Respondents planning to utilize analytical tools or data to perform any portion of the work that are their own proprietary making are asked to please clarify their intent to utilize such in their response to this RFP. The Proposal response should be fully self-contained, and display clearly and accurately the capabilities, knowledge, experience and capacity of the respondent to meet the requirements of the RFP. **The response is limited to 20 pages excluding appendices, and to be submitted in PDF format**

The following will be considered minimum contents of the proposal:

1. A statement of the approach, objectives, goals and tasks to show the firm's understanding of the proposed study.
2. A description and timing of the deliverables to be provided by the firm within established time frame.
3. A detailed work plan that identifies major tasks to be completed and a timeline for those tasks that will be used as a scheduling and management tool. Please identify any optional work tasks in this area and in the detailed cost breakdown.
4. A detailed cost breakdown of the tasks to be performed with a breakout of the hours for each employee category (e.g., principal, project manager, engineer, technician, etc.) per work task identified. The consultant will indicate any assumptions made (e.g., number of meetings, number of drafts, etc.) and include this information with the cost proposal. Total dollar amounts for each work task shall be shown. Not to exceed total dollar cost for the entire project should also be included.
5. An outline of the firm's background and experience with similar projects and a list of personnel (including sub-consultants) who will work on the project. This section will detail staff resumes, work experience and employee category. Lexington is dedicated to promoting minority participation in LFUCG work. To that end, and where appropriate, consultants are encouraged, if they themselves are not a minority owned firm, to consider using the services of minority sub-consulting firms where the demands of the project will permit.
6. Examples and references for similar projects completed, and the full name of the municipality/agency that the work was prepared for. This section will also include the firms' role with each project, description of scope of work, total project timeline, and fee for services rendered.

EVALUATION CRITERIA

A selection committee will evaluate and score the proposals based on the respondent's qualifications, level of knowledge, and experience working on projects of similar scope and scale. Selection criteria include:

1. Specialized qualifications, experience and technical competence of the individual or firm with regard to the services requested. Submit lead staff qualifications and work samples. **(35 points)**
2. Familiarity with the details of the project **(10 points)**
3. Professionalism and completeness of the written proposal; including proposed project approach, management plan, and schedule **(15 points)**
4. Experience with municipal financing and public infrastructure **(20 points)**

5. Past record of performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **(5 points)**
6. Quality of references. List three professional references of clients you have worked with in the last 5 years for work similar to this project's scope of services. **(5 points)**
7. Proposed fee for services **(10 points)**

The Selection Committee may request a short interview of the individual or firms submitting a proposal as part of the selection process. The above criteria will be used to determine the firms that will be invited for an interview. The interviews are anticipated to occur in Q1 2025 in person or via teleconference.

All costs directly or indirectly related to preparation of a response to this Request for Proposals, to any oral presentation required to supplement and/or clarify the submittal, which may be required by LFUCG, or to any protests so filed, shall be the sole responsibility of and shall be borne by the applicant(s). Each Consultant, by submitting its proposal, waives any claim for liability against the LFUCG as to loss, injury and costs or expenses that may be incurred as a consequence of its response to this document. All proposals shall be valid for a period of 90 days from the submission date. LFUCG reserves the right to reject any, and all, proposals and to re-solicit.

ANTICIPATED SCHEDULE*

- Questions due to LFUCG — December 20, 2024
- Request for Proposals due — January 10, 2024
- Finalist Interviews — January 2025

**These dates are subject to change.*

Exhibit A:
Urban Growth Master Plan Expansion Areas

In 2023, Lexington's Planning Commission recommended expanding the Urban Service Area by 2,840 acres across five locations in Fayette County.

This study will focus on identifying funding mechanisms for infrastructure development in these newly designated areas, but which could be applied to infrastructure development generally in Lexington-Fayette County.

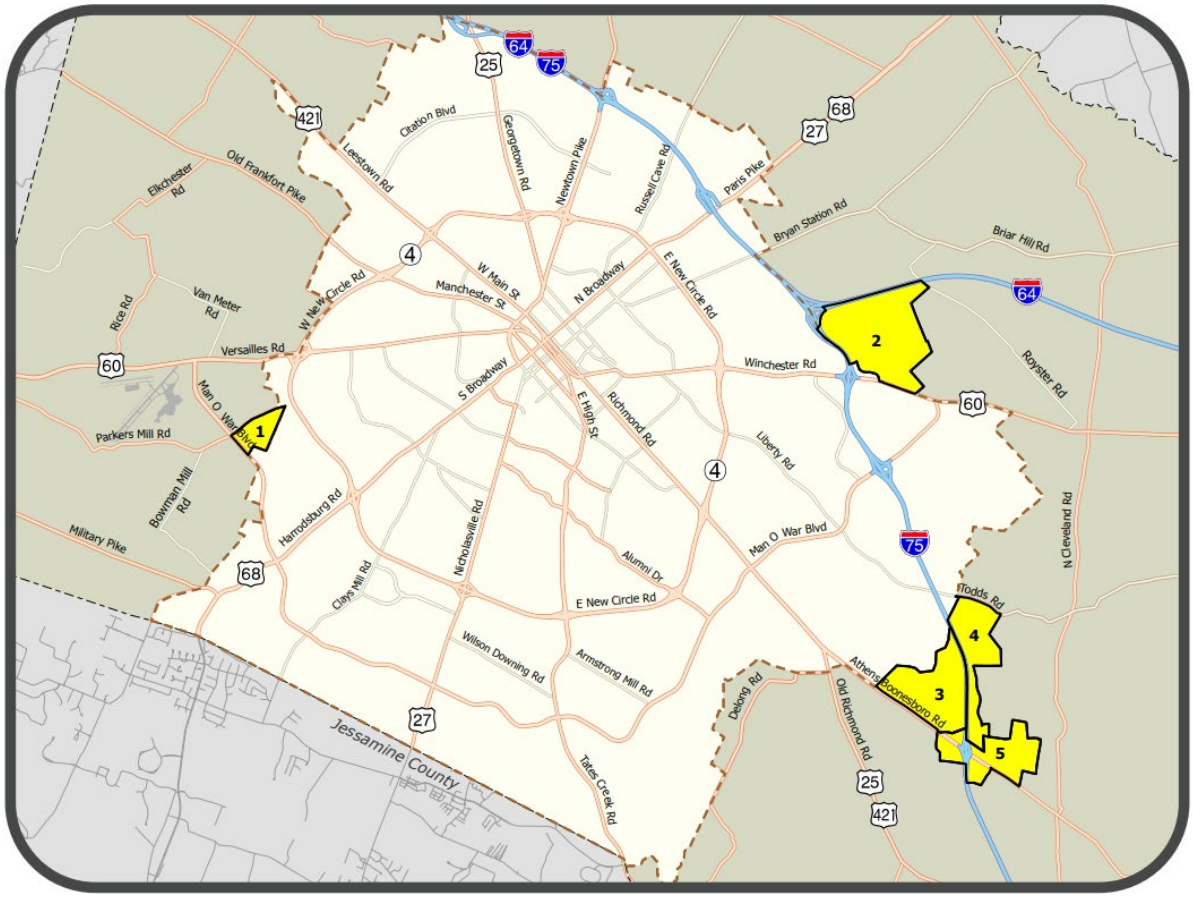


Exhibit B

Proposal to Prepare the Infrastructure Funding Plan for the Urban Expansion Areas

RFP #56-2024

Submitted to:
Lexington-Fayette Urban County Government

January 17, 2025

Submitted by:

Partners for Economic Solutions LLC
Gresham Smith
DP Guthrie, LLC
Drew Harris, Attorney at Law
Civil Design, Inc.

PES
Partners for Economic Solutions

PES
Partners for
Economic Solutions

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PES
Partners for
Economic Solutions

January 17, 2025

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

Dear Selection Committee Members:

Partners for Economic Solutions (PES) is pleased to submit this proposal to prepare the Infrastructure Funding Plan for the Urban Growth Master Plan. We have assembled an outstanding team to work with LFUCG on this important next stage in Lexington's growth, combining local and national expertise, familiarity with local development conditions and regulations, and practical hands-on experience. We are committed to a collaborative working relationship that takes advantage of our team's and LFUCG's experience with development and public/private partnerships.

PES and its Principals, Anita Morrison and Abigail Ferretti, have a long history of market analysis, economic development, fiscal analysis and real estate advisory services. In all this work, we pride ourselves on preparing sound and detailed analyses with the backup information that decision makers need to understand our conclusions. We are intimately familiar with the expansion areas and the associated funding issues. For the UGMP, we developed a detailed fiscal impact analysis and evaluated alternative infrastructure funding approaches. That work drew on national best practices and provided a first-cut evaluation of how those tools might be used in the UGMP areas. Focusing on the realities of funding infrastructure to serve development over a long, uncertain time horizon, we emphasize transparency and ease of administration while mitigating associated risks.

Gresham Smith is well known to LFUCG from decades of local engineering and planning work on major public and private developments. Gresham Smith's engineers incorporate best practices and innovative solutions into their designs, staying abreast with emerging trends. For the UGMP, they designed the initial program of infrastructure to support compact, resilient development, including roadways, intersections, trails and utilities. Their staff 's direct experience in capital improvement planning and administration will enrich our implementation strategies.

DP Guthrie, LLC, brings extensive hands-on experience in capital improvement planning, impact fees and other funding strategies for public infrastructure. Dwayne Guthrie, PhD has formulated countless impact fee and other funding programs in consulting for over 170 local governments in 27 states on best funding practices. His experience includes administration of an impact fee program as well as detailed fee calculations and rationales.

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Economic Solutions

Drew Harris, Attorney at Law, will share the legal insights he has developed through more than a decade working in the Kenton County Attorney's Office in Covington. His experience includes representing and working directly with local governments, special purpose government entities, elected officials, and private entities to assure compliance with state and local laws. Through his focus on property acquisition, site development and contracting, Drew has developed expertise in the Kentucky law and regulations that shape municipal funding practices.

Civil Design, Inc. is a woman-owned multi-disciplined civil engineering firm. They will provide specific expertise in life cycle costing and work with Gresham Smith on stormwater issues. Kevin Corwin's experience with over 50 capital program owners and agencies on over 500 capital projects includes developing and maintaining capital program and life-cycle systems for owners and agencies, providing guidance from a system's inception all the way through construction closeout and future maintenance.

Together, the PES team offers practical solutions that draw on national best practices tailored to the specific realities of development in Lexington and Kentucky. We look forward to working with you again for successful implementation of the UGMP.

Sincerely,

Anita Morrison

Anita Morrison
Principal

PES
Partners for
Economic Solutions

Team Qualifications and Experience

Partners for Economic Solutions

Partners for **E**conomic **S**olutions is a full-service urban economics consulting firm dedicated to fostering sustainable economic vitality and growth in America's neighborhoods, cities and regions. Working extensively with cities, economic development and redevelopment agencies, universities, public/private partnerships and non-profits, **PES** brings real estate and economics expertise to bear on a wide range of urban development and public policy issues.

Our services focus on five primary categories:

- Market-driven analysis
- Real estate advisory services
- Economic development and revitalization strategies
- Impact analysis
- Public policy evaluations and strategies

Founded in 2008, **PES** is a certified small, local, woman-owned company based in Washington, DC. Its founding principals – Anita Morrison and Abigail Ferretti – have a combined experience of more than 70 years in economic and development consulting.

"Bringing private real estate expertise to the public sector to support successful public/ private development."

47 Years of Experience

Master of Public Policy, University of Michigan

Teaches Due Diligence for Tax Increment Financing for the Council of Development Finance Agencies

Anita Morrison, Principal



Anita Morrison founded Partners for Economic Solutions after more than 30 years of economic and development consulting. During her career, Anita has specialized in public/private partnerships, real estate advisory services, redevelopment strategies and economic impact analysis.

Anita has extensive experience in identifying tools and testing the potential for project and infrastructure financing. For Lexington-Fayette Urban County Government, she led the analysis of alternative funding mechanisms and developed a detailed fiscal impact model to test the impacts of expansion of the Urban Services Area as part of the Urban Growth Master Plan. Anita explored multiple funding tools for the New York Avenue corridor redevelopment in Washington, DC and roadway construction and maintenance for Prince George's County, MD. She also has particular expertise in tax increment financing (TIF) for infrastructure and public amenities. She has prepared TIF analyses for Charleston, SC, Orlando Community Redevelopment

Agency, Atlanta Development Authority, the City of Dallas and the Maryland Department of Transportation.

Her cost benefit work has included a range of development projects and cultural institutions. Anita developed a fiscal impact model for the Nashville/Davidson County Government to test the fiscal impacts of projects developed with TIF funding through the Metropolitan Development and Housing Agency.

She has assisted a number of development agencies with major public/private partnerships, including the District of Columbia Deputy Mayor for Planning and Economic Development, the Pennsylvania Avenue Development Corporation, the Atlanta Development Authority, the Maryland Department of Transportation, the Norfolk Redevelopment and Housing Authority, the Orlando Community Redevelopment Agency, and the City of Dallas.

Abigail Ferretti, Principal



As a founding principal of the firm, Abigail Ferretti focuses on managing the firm's urban practice with an emphasis on revitalizing older communities. In all her work, she dedicates herself to finding the best available data that accurately portray current and potential development. She uses GIS extensively to inform the analyses of existing conditions, competitive projects and opportunities for new development. This relentless pursuit of actual data to build sound conclusions serves as a guiding principle for all PES projects.

With more than 25 years of experience managing small and large redevelopment projects, Abigail is fully versed in a variety of approaches and strategies. She identified and evaluated opportunities for public/private partnerships to support Washington, DC parks and recreation centers.

For the Urban Growth Master Plan in Lexington, KY, she analyzed market support for urban expansion areas. Abigail explored potential funding mechanisms for transportation improvements in Prince George's County, MD and along New York Avenue in Washington, DC.

"Working with clients to understand their unique circumstances and applying lessons learned from comparable projects to move forward."

26 Years of Experience

Master of Business Administration, Loyola College

University of Maryland Masters in Real Estate Development
Adjunct Graduate Professor of Market Analysis for Real Property Development

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Fiscal Impact Model for Lexington Urban Growth Master Plan

Planning & Preservation Department, Lexington, KY

As part of the Urban Growth Master Plan, PES provided market inputs and developed a fiscal analysis model to test the impacts of new development. The model projects development-related population, jobs, and Metro government revenues and expenditures. Applying the model to projected development in each proposed expansion area demonstrated the potential returns associated with higher densities and the importance of commercial development given the local tax structure, which emphasizes wage taxes. PES worked with the planning team to quantify the costs of installing and operating the infrastructure and municipal services needed to support the new development. PES reviewed the range of potential funding tools.

Reference: Christopher Taylor, Manager of Long-Range Planning
859 258-3181; ctaylor3@lexingtonky.gov
Timeline: November 2023 to September 2024 Fee: $117,105

New York Avenue Redevelopment Plan Infrastructure Financing Strategy

District of Columbia Office of Planning

PES worked with the Office of Planning to develop infrastructure financing strategies to implement the vision for a 20- to 30-year redevelopment of Washington, DC's New York Avenue corridor. Among the funding mechanisms explored were special assessment districts, impact fees; tax-increment financing, service-fee financing and split-value taxation.:

PES provided case studies for the use of these tools in other jurisdictions. In the project's final phase, PES applied the typologies to the corridor's required improvements to test for the associated revenue potential of each tool.

Reference: Ryan Hand, Associate Planning Director for Citywide Planning
202 442-7619; Ryan.Hand@dc.gov
Timeline: June to September 2023 Fee: $48,955

Fiscal Impact Analysis of Tax Increment Financing in Metro Nashville

Metropolitan Development and Housing Agency

PES completed an in-depth analysis of the impacts of tax increment financing (TIF) in Metro Nashville redevelopment districts over the past 20 years. The project involved a massive data analysis effort using GIS analysis to review the history of assessed values in each redevelopment district. Individual TIF projects were identified and tracked over time, considering their impacts on adjoining properties. The analysis drew on PES's extensive experience in economic development, revitalization and public finance. In a follow-on assignment, PES tested the potential to use TIF for affordable housing, community amenities and transit corridor improvements.

Reference: Matt Loftis, Assistant Director of Urban Development
615 252-2520; mloftis@nashville-mdha.org
Timeline: December 2021 to July 2022 Fee: $53,320

Dwayne Guthrie, PhD, AICP

PROFILE

Dwayne Guthrie is a certified planner who helps public and private sector leaders with the challenges of growth management, infrastructure planning, and funding strategies. He specializes in demographic analysis, capital improvements plans, fiscal evaluations, and stakeholder consensus building.

For a major portion of his career, Dwayne worked as a planning consultant for cities and counties across America. He directly interacts with top administrators and elected officials regarding best practices for impact fees, infrastructure funding, placemaking, and revenue sources. During the preparation of impact fee programs for approximately 170 local governments in 27 states, Dwayne helped community and government leaders make tough fiscal choices, while successfully managing all aspects of the consulting process.

Dwayne has 40 years of experience as a professional planner (30 years as a planning consultant and 10 years of public sector experience in Florida).

KEY PROJECT EXPERIENCE

City of Meridian ID

In 2022 and 2019, Dwayne crafted development impact fees for parks/recreation, police and fire facilities. After collaborating with staff and receiving input from the Impact Fee Advisory Committee, Dwayne recommended several changes to improve consistency with Idaho's enabling legislation, including: 1) updated development projections and land use assumptions based on Meridian data, 2) documentation of current infrastructure standards and projected need for additional facilities, and 3) proportionate fees for two types of non-residential development and five size thresholds for residential development

Reference: Todd Lavoie, Chief Financial Officer
work phone => 208-489-0420 or email => tlavoie@meridiancity.org

Manatee County (FL)

In 2017, Dwayne worked in the County Administrator's office as the Impact Fee Manager for Manatee County. As a consultant, he also produced a 2015 impact fee study that included parks, law enforcement, public safety, libraries, and significant revisions to transportation impact fees. The multimodal transportation fee included funding for complete streets (all modes), with unique capital plans and fee schedules by four geographic areas.

Contact: John Osborne, former Planning Official for Manatee County
mobile phone => 941-962-4136 or email => johnposborne@outlook.com



Specialties

- Infrastructure planning
- Funding solutions
- Development impact fees
- Demography
- Spatial analysis
- Smart governance

Professional History

- DP Guthrie, LLC (2021-present)
- Raftelis: Manager (2018-2020)
- Manatee County, FL: Impact Fee Manager (2017)
- TischlerBise: Principal (2012-2017); Consultant (1988-2010)
- Catholic University of America in Washington, DC: Associate Professor of Practice (2010-2012)
- Engineering Firm in Tampa, FL: Planner (1987-1988)
- Planning Commission in Tampa, FL: Planner (1979-1987)

Education

- Doctor of Planning, Governance, & Globalization - Virginia Tech (2007)
- Master of Arts in Urban & Regional Planning - University of Florida (1979)
- Bachelor of Arts in Education - University of Florida (1977)

Professional Memberships

- American Institute of Certified Planners (AICP)
- American Planning Association
- Arizona Chapter of the American Planning Association



PROFILE

Drew has spent over a decade working in local government primarily working with state, county, and municipal governments on issues relating to property acquisition, site development, and contracting between the public and private sector.

His experience representing and working directly with local governments, special purpose government entities, elected officials, and private entities helps his clients meet their goals while protecting their interests through compliance with state and local laws.

CONTACT

PHONE:
859-409-9861

EMAIL:
drewcharris@gmail.com

BAR ADMISSIONS

Kentucky, 2013

United States District Court for the Eastern District of Kentucky, 2014

Sixth Circuit Court of Appeals, 2014

DREW HARRIS

Attorney at Law

EDUCATION

J.D., University of Cincinnati College of Law
2013
Bachelor of Arts, Criminal Justice, Northern Kentucky University
2010

EXPERIENCE

Kenton County Attorney's Office
Chief Prosecutor/Assistant County Attorney
Covington, Kentucky
2013 - Current

RELEVANT PROJECTS

- Coordinated the privatization of the Golf Courses of Kenton County through a ground lease/operating agreement allowing for private development of a public asset.
- Led site acquisition and development for the Northern Kentucky 911 System replacement on behalf of the Kenton County Fiscal Court, including condemnation (eminent domain) actions, right-of-way acquisition, permanent and temporary easements, and contracting for the relevant services and construction.
- Assisted in the relocation of the Emergency Shelter of Northern Kentucky to comply with local zoning regulations within the City of Covington.
- Led the legal team in development of the Mary Gandy Travis Residential Treatment Facility in conjunction with the Kenton County Fiscal Court and Transitions, Inc., including site acquisition and compliance with local zoning regulations.
- Led the partnership between the residents of the former City of Latonia Lakes and the Kenton County Fiscal Court for the rebuilding of roadways after the dissolution of the city including condemnation (eminient domain) actions, right-of-way acquisition, permanent and temporary easements, with a unique project funding methodology.
- Development of the former Bavarian Brewery/Jillians site into the new Kenton County Administration Building.
- Planning for future private development above the Kenton County Administration Building parking structure.

Offering a national perspective with a local feel.

Gresham Smith is an architecture, engineering and design practice that provides creative solutions while genuinely caring for each other, our clients and our communities. With 26 locations throughout the US, and an office in Lexington, we offer a national perspective with a local feel. That means we not only bring a broad range of experience to the picture, but we also really get to know our clients, their business and the entire landscape of their project. It's not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community.

65+

Projects Completed in Lexington, KY

418

Awards for Projects



Erin Masterson, PLA, ASLA

Senior Landscape Architect | Gresham Smith

As a project manager and senior landscape architect, Erin's work spans master planning, streetscapes, parks, campus design, commercial development, stormwater incentive grants, corridor planning and she led construction administration for Town Branch Commons. She excels at leading multidisciplinary teams on complex projects including Legacy Business Park, transforming a 200-acre site from master plan to design, engineering and permitting with a construction budget of $18 million and Kelley's Landing Park master plan, a 30-acre site with floodplain complexities.

Years of Experience
16

Education
Bachelor of Science, Landscape Architecture, University of Kentucky
Master Degree, Business of Art and Design, Maryland Institute College of Art

Registrations
Landscape Architect: KY

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Splash! At Charles Young Park, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY

LFUCG, Legacy Business Park

Beargrass - Oakdale Affordable Housing Development, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

Louisville Metro Advanced Planning and Sustainability - Broadway All the Way Master Plan, Louisville, KY



Matthew McLaren, P.E.

Senior Civil Engineer | Gresham Smith

With a diverse background in all aspects of site civil engineering, Matt is an asset to any project. He excels in site design, stormwater analysis and design, green infrastructure and low-impact development principals, grading, and erosion prevention and sediment control plan design. Matt is also a proven leader engaging in both mentorship and project team management to convey engineering topics to the public, elected officials and design professionals. He hopes that his input will help each project be the best in terms of profitability, sustainability, and design.

Years of Experience
20

Education
Bachelor of Civil Engineering, Civil Engineering, University of Kentucky
Master of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: FL, GA, KY, NC, TN

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG, Legacy Business Park, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

Louisville Metro Department of Public Works & Assets - Olmsted Parkway Improvements Phase II, Louisville, KY

Beargrass -Oakdale Affordable Housing Development, Lexington, KY



Nick Hendrix, P.E.

State Transportation Leader | Gresham Smith

Nick's engineering career spans over sixteen years, primarily serving in the public sector at the state and local levels. As Kenton County Engineer, he was responsible for developing and delivering site facilities and transportation projects with a record of successful stakeholder collaboration. His experience in this role included managing in-house and contract crews for vertical and horizontal construction projects.

Years of Experience
17

Education
Master of Civil Engineering, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: KY, OH

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

City of Danville - Main Street Streetscape, Danville, KY

Kenton County - Fiscal Court Parking Structure Pre-Development, Covington, KY

KYTC - Highway Safety Improvement Program (HSIP), Multiple Locations, KY

Northern Kentucky Port Authority - Kenton County Site Readiness Initiative, Kenton County, KY



Andrea Cull, P.E.

Transportation Engineer | Gresham Smith

Andrea takes a holistic approach to roadway design as she believes working on all aspects of the process produces a better product. She has completed multiple traffic impact studies as well as traffic modeling for Louisville and Lexington. She has also completed signal plans and lighting photometrics to meet municipal and KYTC standards. She enjoys being able to employ her creativity and problem-solving skills to complex roadway and traffic designs.

Years of Experience
12

Education
Bachelor of Science, Civil Engineering, University of Kentucky
Master of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: KY

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Tiger Grant Application, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY

City of Danville - Main Street Streetscape, Danville, KY

KYTC - Statewide HSIP - Louisville Main Street 2-Way Conversion Analysis

Louisville Metro Advanced Planning and Sustainability - Broadway All the Way Master Plan, Louisville, KY



Amanda Deatherage, AICP

Planner | Gresham Smith

Amanda's specializes in bridging the gap between planning and implementation. Before joining Gresham Smith, Amanda managed Louisville Metro's $243M capital improvement plan, including 57 federal projects. She also secured $99M in grants for 36 projects due to her excellent technical writing. At KIPDA MPO, she oversaw the TIP, handled NOFOs, allocated funds, and tracked the progress of nearly 300 projects. Her expertise includes using data-driven methods to create project lists, prioritizing them with stakeholder input, and coordinating with teams for efficient project delivery.

Years of Experience
11

Education
Bachelor of Arts, Geography, University of Kentucky
Master of Urban Planning, Urban Planning, University of Louisville

Certifications
American Institute of Certified Planners
Certified Planner #31043

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

Bowling Green Warren County Government (BGWC) - 2050 Metro Transportation Plan, Bowling Green, KY

Louisville Metro Government - Broadway All the Way Planning Phase 1A, Louisville, KY

Capital Improvement Program (CIP) Manager, Louisville, KY*

KIPDA Transportation Improvement Program (TIP) Manager, Louisville, KY*

**Experience prior to Gresham Smith*

25+
YEARS IN BUSINESS

WOMAN-OWNED

Quality Infrastructure. Passionate People.

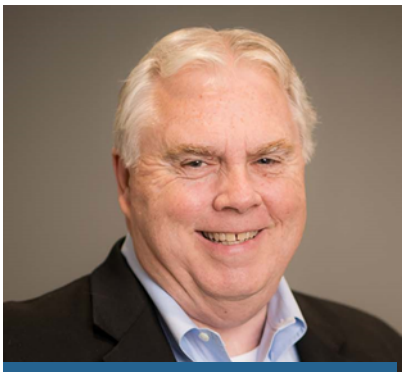
At Civil Design, Inc. (CDI), we strive to help our clients create quality infrastructure while also contributing positively to our communities. Our culture is centered around a fundamental commitment to **Building Stronger Communities**, meaning our team of passionate individuals is dedicated to revitalizing the spaces that contribute to our daily lives.

Since its founding in 1996, our team has grown to over 150 team members with six locations, six service lines, and over 40 licensed professionals. Our experience lends us the ability to generate innovative solutions to project challenges, allowing our team to further the ambitions of our clients and the communities they serve.



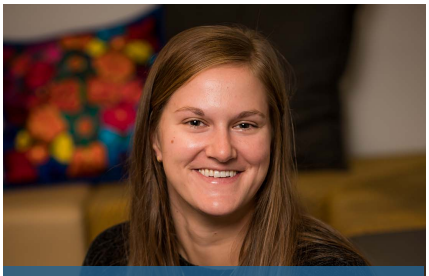
KEVIN CORWIN, PE, PMP, PLS
PROJECT MANAGER

Kevin joined CDI in 2024, bringing more than 20 years of project management experience to our Infrastructure + Analytics team. Kevin helps to develop and maintain capital program and life-cycle systems for owners and agencies, providing guidance from a system's inception all the way through construction closeout and future maintenance. These systems include process definition, technology implementation, and staff coaching. Whether as a consultant or capital program director, Kevin has worked with over 50 capital program owners and agencies on over 500 capital projects. Kevin captures and synthesizes best practices through his work with a multitude of capital programs and industry innovators.



GARY MOORE, MSCE, PE
PROJECT ENGINEER

Gary has gained an in-depth knowledge of all areas of water resources engineering and management, including stormwater management, sanitary sewer and combined sewer systems and overflows, hydrology and hydraulics, green infrastructure, floodplains, watershed planning, strategic planning, program management, and asset management. Gary also oversaw and completed the delivery of MSD's Stormwater System Master Improvement Plan, then developed the next stage for an updated Stormwater Facility Planning (2005122) program to enhance the SSMIP. In addition, Gary developed and led the Cityshed Mitigation Program for the City of St Louis 55 watersheds resulting in various projects that have been implemented. Gary led the development of the MSD Stormwater Prioritization form as part of the Stormwater Planning performed in the last 2000's. He is nationally recognized as a technical leader, and is adept at developing practical, cost-effective solutions to real-world problems through the application of basic engineering principles. Gary has served as an expert witness and provided testimony during the 2008 flooding and other court cases related to stormwater runoff and flooding.



KAITLIN FORD, PE, CFM, ENV SP
PROJECT ENGINEER

Kaitlin joined CDI in 2021, bringing five years of experience with hydraulics, stormwater and sanitary design to the Water Resources team. Her experience includes stormwater management, hydrologic and hydraulic modeling, floodplain analysis, bridge hydraulics, detention analysis, streambank stabilization, roadway drainage, and green infrastructure. Her experience spans both the private and public sectors, having completing projects for state DOTs, municipalities, sewer districts, and water agencies.

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Project Approach

Our project approach emphasizes in-depth analysis, policy development and practical implementation tools developed in close collaboration with LFUCG throughout the project to provide the right tools to achieve UGMP goals.

Project Kick-Off and Coordination

At the project's outset, the PES Consultant Team will meet virtually with City representatives to finalize the work scope, schedule, identify key stakeholders, discuss meeting logistics and exchange information. The project timeline will be refined and provided in electronic format for future adjustments.

We propose to meet with the LFUCG Project Manager every two weeks with periodic meetings with the Project Leadership Team and the Project Advisory Committee.

Task 1 – Project Identification & Prioritization Process Development

While the Urban Growth Master Plan (UGMP) developed a transportation framework and regulatory plans, the next step will be to identify critical capital infrastructure projects needed to jump start private development.

Project Identification and Cost Estimates

Our team will work with LFUCG to develop a comprehensive list for each area that would include investment in necessary upgrades to adjacent existing infrastructure.

The comprehensive list will be presented in a chart format beginning with key descriptions, initial cost estimates in year-of-expenditure, life cycle cost estimates, budgetary impact, and projected schedules. In later tasks, priorities, funding sources and implementation strategies will be added to the comprehensive list.

As the Infrastructure Project List is developed, our team will update cost estimates from the original UGMP based on any new input such as the completion of the forthcoming complete streets manual. In addition to the estimated cost of construction updates, our team will develop estimates for design, right-of-way, and maintenance as applicable for each project identified. We understand the need to develop these estimates for capital improvement planning and strategic growth, but recognize there are no existing engineering plans and survey. This Capital Improvement Plan will therefore be considered planning-level estimates. If detailed engineering costs are desired, we are willing to negotiate scope and fee.

Project Evaluation & Prioritization

Once the Infrastructure Project List is drafted, our team will work to provide recommendations for what order the projects should be executed. The first step in the process will be to develop a list of the many factors that will help us determine the priority order, such as:

- Strategic alignment with goals of the UGMP;
- Financial consideration (both the initial cost and ongoing operational costs);
- Risk assessment (including financial, operational, and environmental risks);
- Regulatory requirements;
- Economic impact (including job creation and increased tax revenue);
- Likelihood of project to spur private development;
- Securing public-private partnerships (PPP);
- Environmental impacts;
- Capacity to execute and manage the project; and
- Sense of urgency as defined from stakeholder input.

We will also consider State-owned roadway improvements through the lens of SHIFT (the Strategic Highway Investment Formula for Tomorrow) deployed by the Kentucky Transportation Cabinet's (KYTC) approach to capital improvement project prioritization. Many of the expansion areas will require improvements to state roads in order to have proper access in and out of the areas. Collaboration with KYTC will be imperative to implementation.

After LFUCG reviews the factors and recommends the top priorities, we will develop a weighted ranking system that will be applied to the project list, creating a ranking system and score for each project. This preliminary ranked score will be evaluated by our team and LFUCG for a ranked project list. Stakeholder meetings with developers and property owners would be appropriate at this stage to review the identified infrastructure needs.

Infrastructure Identification and Prioritization Plan

A ranked project list is a valuable starting point, but the realities of funding, phasing and efficiency have real world implications on capital improvement plans. The final step in developing a usable tool for LFUCG is to align the project list to the financial and regulatory approach determined Task 2. We anticipate a handful of implementation strategies that range from public to private with various funding sources and timelines. This will have an impact on the ranking list. Working with LFUCG, we will align the list to resource allocation, phasing, and efficiencies to deliver a flexible roadmap towards implementation and build out, with revisions to align the prioritization plan with the Task 2 recommendations.

Task 2. Funding Mechanisms Assessment

Financial Reports and History Review

PES will review LFUCG financial reports, recent bond documents and any relevant development agreements to better understand LFUCG's historic mechanisms for funding major infrastructure improvements. We are already familiar with the Exactions Plan for the last round of expansion areas. We will meet with LFUCG staff who negotiate developer contributions to infrastructure costs for projects not covered by the exactions program (e.g., sewer improvements) to confirm the structure of those agreements and the cost-sharing details.

Market and Economic Analysis

PES will update the market and economic impact analyses from the UGMP to consider any shifts in the market and any development projects that have been identified for the Urban Expansion Areas. We will coordinate with the LFUCG's Project Manager to reach out to active developers and property owners who may have development plans to inform the market update. The market analysis will inform the financial model's projection of future LFUCG revenues and phasing of expenditures. The fiscal impact model will be updated for the latest budget.

Identification of Funding Sources

PES has identified potential mechanisms for local funding. The analysis will be expanded to identify any state or federal funding sources that might be available to support expansion area improvements. Our team members who have worked at and for the Kentucky Transportation Cabinet (KYTC) bring particular knowledge as to state funding programs and how they might be leveraged to fund some critical infrastructure improvements. Drawing on the detailed list of capital projects, we will review the types of projects to distinguish those that benefit other residents (e.g., thoroughfare improvements) from those that benefit project residents only (e.g., local roads) and those that benefit more than one new development (shared entry road). Capital projects with additional issues (e.g., stream crossings) may affect this characterization as well. Other distinctions may arise relative to the availability of federal or state funding support.

Examples from other Kentucky communities and other areas will be researched to identify additional techniques and tools. Dwayne Guthrie and Drew Harris will contribute their knowledge and contacts to widen the search for viable funding tools. A matrix evaluation will be developed to summarize the pros and cons for each mechanism in its application to the different categories of capital projects.

Working with the LFUCG Project Manager and Leadership Team, PES will participate in developer conversations to elicit inputs on their ability to finance improvements and potential impacts of alternative funding mechanisms on project feasibility.

Regulatory and Legal Review

Drew Harris will review relevant local, state and federal regulations related to funding mechanisms identified in the preceding task. From that review, any legal constraints or requirements will be identified as input to the funding mechanism evaluation. We know that the use of impact fees may require new legislation or creation of a hybrid mechanism that can be approved under state law. Drew Harris has worked extensively on innovative funding strategies for infrastructure improvements in Kenton County, KY. He will draw on his experience and contacts with his legal counterparts around the Commonwealth to provide feedback on how other communities are addressing funding mechanism constraints imposed by state legislation.

LFUCG's Charter and relevant Ordinances will be reviewed to identify legal constraints and requirements, conferring with LFUCG's Law Department.

The purpose of the regulatory and legal review is to determine the constraints within which the funding mechanisms will need to be formulated and to identify ways to adjust the mechanisms for regulatory compliance. If necessary, legislative initiatives might be proposed.

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Financial Modeling and Projections

PES will develop financial models to project funding needs and revenue generation. The models will evaluate the alternative funding mechanisms to estimate costs and benefits for use with different types of improvements. The timing of development relative to the timing of required improvements will have significant implications for the effectiveness and cost of alternative funding mechanisms. The models will test for the impact of unexpected delays in completion of proposed development and other factors affecting the timing of revenue receipt. The analysis will identify key risks and sustainability issues.

The modeling will inform the recommendations of alternative funding mechanisms for different types of improvements. Excluding mechanisms that fail to generate sufficient resources, PES will prepare detailed financial projections for the short- and long-term periods.

Strategic Planning and Recommendations

Drawing on the preceding analysis of funding mechanisms, review of legal and regulatory constraints, and the financial modeling, the PES team will develop a comprehensive funding strategy for the UGMP. The recommendations will prioritize funding mechanisms based on feasibility, impact, risks, sustainability, cost and efficiency.

Meetings with the Leadership Team, Advisory Committee and other stakeholders will test the draft recommendations. The PES team will refine the strategic recommendations, adding timelines and milestones to create a strategic capital improvements program.

Execution Goals and Action Master Plan

The PES Team will recommend execution goals and create high-level action plans for each of the recommended funding mechanisms. The action plans will encompass step-by-step actions with responsible parties and timelines, staffing recommendations and required resources. These will serve as a framework for the Task 3 implementation handbooks.

We will identify specific deviations where needed to support UGMP and other LFUCG goals, particularly those related to affordable housing.

Ongoing Monitoring and Evaluation

The PES Team will translate the Action Master Plan into an ongoing monitoring tool with performance indicators and milestones. PES and Dwayne Guthrie will recommend evaluation methodologies and timing for periodic reviews and updating/revisions to the funding mechanisms and action plans.

Task 3. Funding Mechanisms Implementation (Optional)

As needed, the PES Team will be available to provide support and guidance to LFUCG staff in implementing the funding mechanisms. Our team members include individuals who have developed impact fee programs and who have worked directly with developing capital improvement plans; they bring hands-on experience and insights to the process development and training efforts.

Recognizing that the implementation details will depend on the nature of the strategic plan and recommendations, we would anticipate refining the Task 3 scope at the time any individual work item is requested. Our budget includes the list of tasks identified in the RFP. We also have reserved $30,000 to respond to additional items or to supplement the budget for an individual item that requires more effort (e.g., more legal documents or more meetings) than currently anticipated. If LFUCG agrees, the contract for this task could be structured on an hourly basis with a not-to-exceed cap on fees.

The base budget includes:

1) Provide a methodology report outlining the creation of any new funding source and how it will be charged and collected.
2) Provide a schedule of charges that meets all legal and administrative requirements along with a detailed methodology and template for calculating the charges.
3) Draft ordinances or other legal documents required to adopt any new funding source, conferring with LFUCG's Law Department.
4) Prepare an implementation handbook outlining administrative processes, such as appeals, annual reporting and periodic updating.
5) Assess and project necessary staffing levels, including roles and responsibilities.
6) Propose an effective leadership and governance structure with a clear decision-making process.
7) Recommend relevant processes and software necessary for successful implementation, which may include computerized assessment and collection software that integrates with current LFUCG software and systems.
8) Assist with RFP development to procure software development and implementation consultants.
9) Conduct training sessions for LFUCG staff on new funding mechanisms and developed processes.
10) Offer ongoing support and assistance through the full implementation process.

Deliverables

Contract deliverables will include:

- Infrastructure Identification and Priorization Plan with a detailed list of projects and associated costs
- Funding Strategy identifying resources and mechanisms to fund the Urban Growth Master Plan infrastructure improvements
- Funding Action Master Plan with detailed implementation tasks
- Presentation to the Urban County Council
- Optional implementation support documents including a methodology report, schedule of charges, draft ordinances, other legal documents, implementation handbooks, recommendation memoranda and software procurement assistance
- Optional training sessions and other ongoing implementation support and assistance.

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Proposed Schedule and Fee

Proposed Schedule

Shown on the following page, we have proposed a preliminary schedule with Tasks 1 and 2 completed over a nine-month period followed by implementation support over a seven-month period at LFUCG's discretion. Upon selection, we will work with the LFUCG Project Manager to refine the schedule.

Proposed Fee

We propose to complete the outlined scope of work for a total fee of $744,195, including salaries, overhead and direct expenses. The fee includes time for 39 biweekly meetings with the LFUCG Project Manager, at times including the Leadership Team and Project Advisory Committee. Those meetings are assumed to be virtual. We have budgeted for PES to be in Lexington seven times for in-person meetings. Up to eight two-hour stakeholder meetings arranged by LFUCG with developers and property owners are budgeted. If in-person, we will work with the LFUCG Project Manager to schedule our visits accordingly. Gresham Smith team members are available to provide a local presence.

Payment for the kick-off, project coordination and Tasks 1 and 2 will be invoiced monthly based on the portion of work completed for each task item.

Our understanding of the project and the uncertain mix of implementation needs suggest that the third phase, exercised at LFUCG's option, should be handled on a time-and-materials basis with a not-to-exceed fee cap. We have included a $30,000 reserve account for unanticipated tasks and those that are more extensive than now envisioned (e.g., multiple or more complex legal documents, additional meetings).

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LFUCG Infrastructure Funding Plan Proposed Schedule (Continued)

Task	February				March				April				May				June				July				August				September				October			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
Client Meetings	•		•		•		•		•		•		•		•		•		•		•		•		•		•		•		•		•		•	
1 Project Identification and Prioritization Process Development																																				
Project Kick-off	•																																			
Project List																																				
Cost Estimates																																				
Project Evaluation and Prioritization																																				
Client Review																																				
Infrastructure Identification and Prioritization Plan																																				
2 Funding Mechanisms Assessment																																				
Financial Reports and History Review																																				
Market Analysis Update																																				
Funding Options Analysis																																				
Legal Review																																				
Financial Modeling																																				
Strategic Planning																																				
Client Review																																				
Execution Goals and Action Master Plan																																				
Presentation																																				
Council Adoption																																				
3 Funding Mechanisms Implementation																																				
Methodology Report																																				
Schedule of Charges																																				
Draft Ordinance, Legal Documents																																				
Implementation Handbook																																				
Staffing Levels																																				
Leadership and Governance Structure																																				
Process and Software Recommendations																																				
Software Procurement																																				
Training Sessions																																				
Ongoing Support and Assistance																																				

LFUCG Infrastructure Funding Plan Proposed Schedule (Continued)

Task	November				December			January				February			March				April				May				June			July	
	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Client Meetings	•		•		•		•		•		•		•		•		•		•		•		•		•		•		•		•		•	
1 Project Identification and Prioritization Process Development																																		
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Ongoing Support and Assistance																																		

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		Partners for Economic Solutions				DPGuthrie	D. Harris	Gresham Smith			
Tasks	Total Fee	Morrison, Principal	Ferretti, Principal	Analyst	PES Total	Guthrie Principal	Harris, Attorney	Hendrix, Senior Transport. Engineer	Masterson, Senior Landscape Architect	McClaren, Senior Civil Engineer	Cull, Transport. Engineer
Hourly Rate		$225	$195	$80		$200	$300	$270	$190	$255	$200
Kick-Off											
Project Kick-Off, Schedule	**$ 13,295**	**16**	**12**	**2**	**$ 6,100**	**4**	**4**	**2**	**11**	**2**	**2**
Task 1 Project Identification and Prioritization Process Development											
Project List, Cost Estimates	$ 157,650	24	40	-	$ 13,200			20	100	40	50
Project Evaluation, Prioritization	$ 80,340	32	32	-	$ 13,440	8		40	40	40	30
Infrastructure Prioritization Plan	$ 71,840	40	40	8	$ 17,440	8		40	40	40	20
Task 1 Subtotal	**$ 309,830**	**96**	**112**	**8**	**$ 44,080**	**16**	**-**	**100**	**180**	**120**	**100**
Task 2. Funding Mechanisms Assessment											
Financial Reports, History Review	$ 5,980	16	4	-	$ 4,380	8					
Market, Economic Analysis	$ 6,140	12	16	4	$ 6,140						
Funding Options Analysis	$ 28,160	32	24		$ 11,880	28		16	8	8	
Legal Review	$ 27,790	8	2		$ 2,190	8	80				
Financial Modeling	$ 21,660	48	32		$ 17,040	8		2	4	4	
Strategic Planning	$ 35,880	56	40		$ 20,400	24		16	8	8	
Execution Master Plan	$ 32,340	64	40	8	$ 22,840	20		2	8	8	
On-Going Monitoring, Evaluation	$ 8,540	24	12		$ 7,740	4					
Presentation	$ 5,820	12	16		$ 5,820						
Task 2 Subtotal	**$ 172,310**	**272**	**186**	**12**	**$ 98,430**	**100**	**80**	**36**	**28**	**28**	**-**
Task 3. Funding Mechanisms Implementation											
Methodology Report	$ 8,540	24	12		$ 7,740	4					
Schedule of Charges	$ 15,800	16	32		$ 9,840	4			8	8	8
Draft Ordinance, Documents	$ 14,700	12			$ 2,700		40				
Implementation Handbook	$ 13,980	32	16		$ 10,320	4			4		
Staffing Levels	$ 4,440	8	8		$ 3,360				2		
Leadership, Governance	$ 5,180	16	4		$ 4,380	4					
Process Recommendations	$ 14,060	16	24		$ 8,280	6			2		
Software Procurement	$ 8,260	8	24		$ 6,480				2		
Training Sessions	$ 14,660	24	24		$ 10,080				2		
Reserve for Ongoing Support	$ 30,000				$ -						
Task 3 Subtotal	**$ 129,620**	**156**	**144**	**-**	**$ 63,180**	**22**	**40**	**-**	**20**	**8**	**8**
Meetings											
Client, Team Meetings	$ 75,900	100	100	-	$ 42,000	24	16	8	36	12	
Stakeholder Meetings	$ 16,640	16	16	-	$ 6,720				16	16	
Meetings Subtotal	**$ 92,540**	**116**	**116**	**-**	**$ 48,720**	**24**	**16**	**8**	**52**	**28**	**-**
Total Labor	**$ 717,595**	**656**	**570**	**22**	**$ 260,510**	**$ 33,200**	**$ 42,000**	**146**	**291**	**186**	**110**
Expenses	$ 26,600				$ 18,400	2,400	800				
Total Fee	**$ 744,195**				**$ 278,910**	**$ 35,600**	**$ 42,800**				

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PES Team Budget (Continued)										
	Gresham Smith					Civil Design, Inc.				
Tasks	Deatherage, Transport. Planner	Civil Engineer	Civil EIT	Admin Assistant	Gresham Smith Total	Corwin, Project Manager	Moore, Project Engineer	Ford, Project Engineer	CSI Total	Total Hours
Hourly Rate	$175	$185	$135	$100		$210	$180	$110		
Kick-Off										
Project Kick-Off, Schedule	**2**	**2**	**1**	**8**	**$ 5,195**				**$ -**	**68**
Task 1 Project Identification and Prioritization Process Development										
Project List, Cost Estimates	50	80	200	4	$ 95,550	120	40	150	**$ 48,900**	608
Project Evaluation, Prioritization	100	40	40	4	$ 65,300				**$ -**	406
Infrastructure Prioritization Plan	40	40	40	4	$ 52,800				**$ -**	360
Task 1 Subtotal	**190**	**160**	**280**	**12**	**$ 213,650**	**120**	**40**	**150**	**$ 48,900**	**1,374**
Task 2. Funding Mechanisms Assessment										
Financial Reports, History Review					$ -				**$ -**	28
Market, Economic Analysis					$ -				**$ -**	32
Funding Options Analysis	16				$ 10,680				**$ -**	132
Legal Review					$ -				**$ -**	98
Financial Modeling	4				$ 3,020				**$ -**	102
Strategic Planning	16				$ 10,680				**$ -**	168
Execution Master Plan	8				$ 5,500				**$ -**	158
On-Going Monitoring, Evaluation					$ -				**$ -**	
Presentation					$ -				**$ -**	28
Task 2 Subtotal	**44**	**-**	**-**	**-**	**$ 29,880**	-	-	-	**$ -**	**786**
Task 3. Funding Mechanisms Implementation										
Methodology Report					$ -				**$ -**	40
Schedule of Charges					$ 5,160				**$ -**	76
Draft Ordinance, Documents					$ -				**$ -**	52
Implementation Handbook	12				$ 2,860				**$ -**	68
Staffing Levels	4				$ 1,080				**$ -**	22
Leadership, Governance					$ -				**$ -**	24
Process Recommendations	24				$ 4,580				**$ -**	72
Software Procurement	8				$ 1,780				**$ -**	42
Training Sessions	24				$ 4,580				**$ -**	74
Reserve for Ongoing Support					$ -				**$ -**	-
Task 3 Subtotal	**72**	**-**	**-**	**-**	**$ 20,040**	**-**	**-**	**-**	**$ -**	**470**
Meetings										
Client, Team Meetings	36	24		15	$ 24,300				**$ -**	371
Stakeholder Meetings	16				$ 9,920				**$ -**	80
Meetings Subtotal	**52**	**24**	**-**	**15**	**$ 34,220**				**$ -**	**451**
Total Labor	**360**	**186**	**281**	**35**	**$ 302,985**				**$ 48,900**	3,149
Expenses					$ 4,000				$ 1,000	
Total Fee					**$ 306,985**				**$ 49,900**	

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Bid Submission Documents

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:
(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise

discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

Date

January 16, 2025

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AFFIDAVIT

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

1. His/her name is Anita Morrison and he/she is the individual submitting the proposal or is the authorized representative of Partners for Economic Solutions, 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 Central Purchasing 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.

Anita Morrison 01/16/2025

Anita Morrison

STATE OF Florida

COUNTY OF Pasco

By means of online notarization,

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

__ Personally Known OR ✔ Produced Identification Type of Identification Produced DRIVER LICENSE

by Anita Morrison on this the 16th day

of January, 2025.

BIANCA B ESTES
Notary Public - State of Florida
Commission # HH 526896
Expires on May 31, 2028

My Commission expires: 05/31/2028

Bianca B Estes HH 526896

NOTARY PUBLIC, STATE AT LARGE

Notarized remotely online using communication technology via Proof.

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.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. 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 knowingly or unknowingly 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.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Anita Morrison _____ Partners for Economic Solutions, LLC

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: Partners for Economic Solutions, LLC

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals	2		2														2
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	2		2														2

Prepared by: Anita Morrison **Date:** 1 / 16 / 25

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: Partners for Economic Solutions, LLC

Complete Address: 349 Cedar St, NW, Washington, DC 20012

Street City Zip

Contact Name: Anita Morrison Title: Principal

Telephone Number: 202 621-9103 Fax Number: 240 303-2541

Email address: amorrison@pesconsult.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 56-20244

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Partners for Economic Solutions, LLC	W E	Funding strategy, implementation support, pro ect management	$278,910	37.5%
2. Civil Design, Inc.	W E	Life-cycle costing, stormwater analysis	$49,900	6.7%
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Partners for Economic Solutions, LLC
Company

Anita Morrison
Company Representative

Anita Morrison

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Partners for Economic Solutions, LLC	**Date:**	January 16, 2025
Project Name:	Infrastructure Funding Plan	**Project Number:**	56-2024
Contact Name:	Anita Morrison	**Telephone:**	202 621-9103
Email:	amorrison@pesconsult.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.



And Access, LLC; Ochoa Urban Collaborative, LLC; GIS Education and Research Servies, LLC

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☑ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☒ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☒ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Partners for Economic Solutions, LLC	Anita Morrison 
Company	**Company Representative**
January 16, 2025	Principal
Date	**Title**

4870-1925-6809, v. 1

PES contacted the following entities with direct phone call solicitations to participate in the above-referenced RFP:

Paladin, Inc.	Non-responsive
True Inspection Services, LLC	Non-responsive
Cornerstone Engineering, Inc.	Non-responsive
Salt River Engineering	Non-responsive
LECGI Inc.	Not able to provide services
Lone Camel PLLC	Not able to provide services
Team Fishel Engineering of Virginia, LLC	Non-responsive
Brownsfield Development, LLC	Not able to provide services
Third Rock Consultants, LLC	Not able to provide services
Keramida, Inc	Not able to provide services
Capital Filtrations Inc.	Non-responsive

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, safely 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.

Anita Morrison
Signature

January 16, 2025
Date

349 Cedar Street, NW
Washington, DC 20012
www.PESconsult.com

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE CONSULTANT SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 56-2024) WITH PARTNERS FOR ECONOMIC SOLUTIONS, LLC FOR THE DEVELOPMENT OF AN INFRASTRUCTURE FUNDING PLAN, FOR THE DEPARTMENT OF PLANNING AND PRESERVATION, AT A COST NOT TO EXCEED $744,195.00.

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 the Consultant Services Agreement, which is attached hereto and incorporated herein by reference, (awarded pursuant to RFP No. 56-2024) with Partners for Economic Solutions, LLC, for the development of an Infrastructure Funding Plan, for the Department of Planning and Preservation.

Section 2 – That an amount, not to exceed the sum of $744,195.00, be and hereby is approved for payment to Partners for Economic Solutions, LLC, from account # 1105-162101-1601-71299, pursuant to the terms of the Consultant Services Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
206-25:EPT_4906-2615-0948, v. 1

RESOLUTION NO. 106 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE CONSULTANT SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 56-2024) WITH PARTNERS FOR ECONOMIC SOLUTIONS, LLC FOR THE DEVELOPMENT OF AN INFRASTRUCTURE FUNDING PLAN, FOR THE DEPARTMENT OF PLANNING AND PRESERVATION, AT A COST NOT TO EXCEED $744,195.00.

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 the Consultant Services Agreement, which is attached hereto and incorporated herein by reference, (awarded pursuant to RFP No. 56-2024) with Partners for Economic Solutions, LLC, for the development of an Infrastructure Funding Plan, for the Department of Planning and Preservation.

Section 2 – That an amount, not to exceed the sum of $744,195.00, be and hereby is approved for payment to Partners for Economic Solutions, LLC, from account # 1105-162101-1601-71299, pursuant to the terms of the Consultant Services Agreement.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

206-25:EPT_4906-2615-0948, v. 1

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 13, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and PARTNERS FOR ECONOMIC SOLUTIONS, LLC (**CONSULTANT**).

WHEREAS, OWNER intends to proceed with the Infrastructure Funding Plan in Lexington, Kentucky as described in the attached Request for Proposal document; and

WHEREAS, the requested services are to include professional services for development of a infrastructure funding plan for the city ("Project") as contemplated in the **OWNER**'s Request for Proposal No. 56-2024.

WHEREAS, CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 56-2024.

WHEREFORE, OWNER and **CONSULTANT** in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the **OWNER** and the **CONSULTANT** agree to the following mutual covenants and conditions:

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which shall include development of the Infrastructure Funding Plan for the Urban Growth Areas.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 56-2024 (Exhibit "A"); and Consultant's Response dated January 17, 2025 (Exhibit "B").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 56-2024 (Exhibit "A"), and then Consultant's Response dated January 17, 2025 (Exhibit "B").

After written authorization to proceed with the **PROJECT, CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct inventories and gather other necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal and the Response to the Request for Proposal. See Exhibits "A" and "B" for complete listing of all deliverables.

This Agreement together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral

understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 56-2024 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Lexington Fayette Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.2. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.3. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.4. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.5. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. CONSULTANT shall commence services no later than April 1, 2025, shall finalize Project deliverables on or before October 31, 2026, and Project completion on or before October 31, 2026.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for services rendered a fee not exceeding $744,195. The CONSULTANT will provide services as outlined in this Agreement.

5.2 Times of Payment.

OWNER shall make payment under this Agreement upon timely submission of an invoice(s) from **CONSULTANT** specifying that the services have been performed, accompanied by data satisfactory to **OWNER** to document entitlement to payment for the services performed to date. **OWNER** shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. **OWNER** reserves the right to refuse payment if it is determined by **OWNER** that the services performed or materials provided for the services are inadequate or defective.

5.2. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.2. Legal Responsibilities and Legal Relations.

6.2.1. The **CONSULTANT** shall familiarize themselves with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.2.2. In performing the services hereunder, the **CONSULTANT** and its sub-**CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including sub-**CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.2.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.3. Successors and Assigns.

6.3.1. CONSULTANT binds itself and their partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.3.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.4. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning and Preservation, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.5. Security Clause.

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.6. Access to Records.

The **CONSULTANTS** and their sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 56-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
LINDA GORTON, MAYOR

Date: _____

CONSULTANT (PARTNERS FOR ECONOMIC SOLUTIONS, LLC):

Signature: _____
ANITA MORRISON
Printed Name: _____

Position: _____

Date: _____

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: Linda Gorton
LINDA GORTON, MAYOR

Date: 4/9/2025

CONSULTANT (PARTNERS FOR ECONOMIC SOLUTIONS, LLC):

Signature: _____

Printed Name: Abigail B Ferretti

Position: Principal

Date: March 24, 2025

Exhibit A

Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #56-2024 Infrastructure Funding Plan** 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 **January 10, 2024.** 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 ninety (90) 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.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

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, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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 Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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 Central Purchasing 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 Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:
1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise

discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:
a. The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Specialized qualifications, experience and technical competence of the individual or firm with regard to the services requested. Submit lead staff qualifications and work samples. **(35 points)**
2. Familiarity with the details of the project **(10 points)**
3. Professionalism and completeness of the written proposal; including proposed project approach, management plan, and schedule **(15 points)**
4. Experience with municipal financing and public infrastructure **(20 points)**
5. Past record of performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **(5 points)**
6. Quality of references. List three professional references of clients you have worked with in the last 5 years for work similar to this project's scope of services. **(5 points)**
7. Proposed fee for services **(10 points)**

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.

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

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 Central Purchasing 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.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. 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 knowingly or unknowingly 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.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: _____ **Date:** _____

Project Name: _____ **Project Number:** _____

Contact Name: _____ **Telephone:** _____

Email: _____

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

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, safely 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:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

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. 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.

d. 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.

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LEXINGTON

Lexington-Fayette Urban County Government (LFUCG)
INFRASTRUCTURE FUNDING PLAN
Request for Proposals (RFP) #56-2024

INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking professional assistance to establish a comprehensive Infrastructure Funding Plan (IFP) to financially support growth and development in the new expansion areas identified as part of the 2024 Urban Growth Master Plan. The project will involve creating a process for the IFP, identifying preferred funding mechanisms, conducting a methodology report, and providing guidance on the implementation of the IFP.

BACKGROUND

Lexington is committed to fostering sustainable growth and enhancing the quality of life for its residents. The development of a comprehensive Infrastructure Funding Plan for the expansion areas is a crucial step in achieving these goals. By understanding Lexington's Comprehensive Plan, Urban Service Area, recent expansions, and infrastructure needs as identified in the 2024 Urban Growth Master Plan, potential bidders will be well-equipped to create a strategic, effective funding plan that supports Lexington's vision for the future.

Lexington's Comprehensive Plan
Lexington's Comprehensive Plan serves as its guiding document for growth and development. It establishes long-term goals and policies designed to enhance the quality of life for residents, promote economic development, and preserve Lexington's unique character. Imagine Lexington 2045 is the latest comprehensive plan, adopted in November 2023. This plan examines data, trends, projections, and community input to build a strategy for Lexington's growth and development over the next 20 years. You may read the full document at imaginelexington.com

Urban Service Area (USA)
The Urban Service Area (USA) is a critical tool in Lexington's growth management strategy. Established in 1958, the USA delineates the area where urban development is permitted. The USA helps concentrate infrastructure investments within a defined area, promoting efficient service delivery and reducing sprawl, while preserving the surrounding rural landscape and agricultural land.

1996 Expansion
The last expansion of the Urban Service Area was in 1996. This expansion resulted in three expansion areas totaling approximately 5,200 acres. Of the land identified for future development, approximately 2,900 acres remain to be developed from these areas. The 1996 Expansion Area Master Plan provided land use recommendations and proposed public infrastructure facilities that would be needed to support the new development - including a proposed funding mechanism known as exactions for the new

infrastructure in the expansion areas. The Exactions Program involves the imposition of exactions in conjunction with new development in the expansion areas to facilitate the apportionment of costs for required infrastructure improvements to the developments benefiting from those improvements, primarily in the form of roads, sanitary sewer, parks, and stormwater management. LFUCG is seeking to discontinue use of the existing exactions model in favor of new strategies developed by the infrastructure funding plan for development from this point forward.

Recent Expansion of the USA

During the Urban County Council's review of the Imagine Lexington 2045 Goals and Objectives, concerns over increased housing costs, low housing stock, the need for land for job development, and housing affordability led to the decision to include additional acreage within the Urban Service Area.

On June 15th, 2023, Council approved the Goals and Objectives of the Lexington 2045 Comprehensive Plan and tasked the Planning Commission with identifying 2,700 to 5,000 acres for inclusion within the Urban Service Area, with a Master Plan to be adopted by December 1st, 2024. As Lexington plans for expansion, the principles of smart, compact, and fiscally responsible growth are emphasized throughout Imagine Lexington 2045, which also prioritizes equitable development and environmental sustainability.

Urban Growth Master Plan

On October 31, 2024, Lexington's Planning Commission adopted the Urban Growth Master Plan (UGMP), a comprehensive strategy that outlines Lexington's vision for future development within the 2,840 acre expansion of the USA in five locations across Fayette County. This master plan will guide the growth and development for identified portions of Lexington, shaping a sustainable, equitable and vibrant community for generations to come. The plan includes:

- Land Use Planning: Zoning recommendations, proposed densities and land use designations to guide future development.
- Infrastructure Needs Assessment: An evaluation of current infrastructure capacities and a preliminary identification of necessary upgrades and expansions to support growth.
- Transportation Planning: Recommendations to improve transportation networks, enhance public transit, and promote multimodal transportation options.
- Regulatory Framework: Recommendations for implementation of the master plan in the form of development criteria and proposed regulations.
- Environmental Sustainability: Recommendations to protect natural resources, promote green infrastructure, and mitigate the impacts of climate change.
- Community Engagement: Extensive outreach and consultation with residents, businesses, and stakeholders to ensure the plan reflects community priorities and needs.

The adopted Urban Growth Master Plan may be accessed at urbangrowthlex.com

Referenced documents that informed the UGMP include the following, which in turn may inform this scope of work:

- *Imagine Lexington 2045 Comprehensive Plan:* imaginelexington.com/2045
- *2023 Sewer Capability Study:* issuu.com/lexingtonky1/docs/2023_sanitary_sewer_capability_study_report
- *LFUCG FY25 Adopted budget:* lexingtonky.gov/departments/budgeting

STATEMENT OF WORK

We invite experienced teams to submit proposals to help create a funding strategy for Lexington's infrastructure development within the newly identified 2024 Urban Growth Areas (UGMP map in Exhibit A). This plan will outline detailed funding mechanisms, projected implementation timelines, and estimated project costs, forming a solid foundation for informed decision-making as Lexington advances development in the Urban Growth Areas. The selected Consultant will develop funding mechanisms that minimize financial impact on the municipality and taxpayers. Where feasible, new costs for infrastructure and services should be borne by the beneficiaries of the infrastructure, ensuring they bear a fair share of the costs for a more equitable distribution of financial responsibility. By partnering with a skilled team, we aim to create a modern, efficient, and sustainable infrastructure funding plan that meets the evolving needs of our community while ensuring fiscal responsibility.

The Consultant shall utilize relevant data and information provided by Lexington and assembled by the selected consultant. The Consultant will be responsible for producing a comprehensive infrastructure funding plan. Upon satisfactory completion and at the discretion of LFUCG, the Consultant may be provided a notice to proceed with the implementation phase of the plan, continuing to collaborate with LFUCG throughout the execution of the identified funding strategies. The team undertaking this project should have expertise in financial planning, economic analysis, public-private partnerships, and municipal finance. Access to engineering and construction expertise is encouraged.

All deliverables will be developed through close coordination with the LFUCG Project Team to ensure alignment with project goals and financial constraints. Budget-conscious planning is paramount, and all funding strategies should be tailored to fit within Lexington's local legal and financial limits. Regular meetings and consultations with the LFUCG Executive Team will be held to review progress, discuss funding options, and make necessary adjustments to meet budgetary and project goals.

Goals & Key Objectives:

As recommended in the UGMP, an infrastructure funding plan should incentivize and encourage development as recommended. The following goals and objectives highlight the essential qualities that Lexington believes a well-crafted funding plan should encompass.

a. Concise and User-Friendly: Clearly articulate the funding strategy without unnecessary complexity, making it easy to understand and implement for internal and external stakeholders. The IFP process should be:
    - Transparent – providing clear information about funding sources and decision making to the public
    - Transferable – between departments and staff members when turnover occurs
b. Fiscally Responsible and Legally Sound: Develop a funding strategy that is legally sound, complying with all relevant laws and regulations, and financially prudent, ensuring long-term financial stability for Lexington. Identify reliable and diverse funding sources to support infrastructure projects.
c. Maximize Financial Efficiency: Optimize the use of public funds and leverage private investment to achieve cost-effective infrastructure development.
d. Flexible: Create a flexible funding framework that can adapt to changing circumstances and future growth needs, laying the groundwork for ongoing infrastructure investment throughout the Urban Services Area.

e. Equitable: Ensure fair distribution of funds, addressing the needs of all communities, incentivizing the production of affordable housing and providing relief for affordable housing development.
f. Comprehensive: Cover all necessary aspects, including sources, timelines, and risks.
g. Sustainable: Promote long-term financial health with diverse funding sources and operational sustainability through a simple process.
h. Fiscal Impact Analysis: Consideration of impact to current government operations associated with infrastructure development.

SCOPE OF WORK

The goal of this RFP is to pinpoint the funding, timing and location of new capital facilities within the Urban Growth Master Plan Area. It also aims to identify the extent to which these facilities can be financed through specific funding mechanisms or a combination of various funding sources. It is understood that this study will provide defined recommendations for funding impacts and sources that would act as a resource for future implementation.

Selected consultants will collaborate closely with the LFUCG Project Manager to regularly engage the Project Leadership Team and the Project Advisory Committee. This collaboration will include periodic meetings to ensure alignment and gather feedback. Additionally, consultants will be responsible for preparing and delivering presentations to Lexington's Urban County Council for project updates and final deliverables.

Throughout the project, consultants are expected to proactively engage with relevant LFUCG staff and community and developer stakeholders as appropriate. This engagement will help gather insights, address concerns, and ensure that the project reflects the needs and priorities of the community. By fostering open communication and collaboration, the consultants will contribute to a successful project outcome that aligns with the objectives of LFUCG and its stakeholders.

Each task of the project, outlined below, represents key components of the overall scope. Task 1 and Task 2 may be initiated concurrently as per the terms of an executed contract. Progression to Task 3 will be contingent upon meeting the successful completions of the prior tasks and LFUCG deciding to proceed with implementation of any identified funding mechanisms as a result of the prior tasks. The consultants will only proceed to Task 3 upon receipt of a formal notice to proceed by LFUCG.

LFUCG seeks expert insights to develop a project approach that effectively achieves the stated goals within this RFP. The assumed work tasks outlined below serve as foundational elements; however, LFUCG encourages proposers to amend and expand upon these tasks in their proposals.

TASK 1: PROJECT IDENTIFICATION & PRIORITIZATION PROCESS DEVELOPMENT

1. **Project Identification:**
    - **Compile Infrastructure Project List:** Develop a comprehensive list of potential capital infrastructure projects based upon the developed scenarios within the UGMP.
        - Recommend a 5-year and 20-year Project Outlook.

        - Consider future innovation and emerging needs as components for consideration; the plan should be flexible to changing conditions and external factors.
        - Outlook to include project descriptions, project phases, initial cost estimates, life cycle cost estimates, budgetary impact, projected schedules and priorities, potential funding sources, and plan implementation strategies.
    - **Cost Estimating:** Verify and expand upon cost estimates for the projects identified within the UGMP. Utilizing the developed project list create itemized project cost estimates including design, right-of-way, construction, maintenance, and disposal costs as applicable.

2. **Project Evaluation & Prioritization:**
    - **Define Criteria:** Establish criteria for evaluating and prioritizing projects, such as cost, urgency, impact on public safety, economic benefits, environmental sustainability, equity factors, and alignment with strategic goals.
    - **Weighting System:** Develop a weighting system to rank the importance of each criterion.
    - **Detailed Evaluation:** Evaluate projects using the established criteria and scoring system.
    - **Rank Projects**: Rank projects based on their scores from evaluation process.
3. **Project Phasing & Implementation Recommendations:**
    - **Resource Allocation:** Consider available funding, resources, and operational capacity to implement projects *(to be informed by funding mechanism scope of work).*
    - **Phasing:** Develop a phased approach for project implementation based on priority, urgency, and resource availability *(to be informed by funding mechanism scope of work).*
    - **Implementation Efficiency Analysis**: the collective systematic evaluation of all potential projects at the same time by looking at geographic proximity, scope alignment, and ways to leverage various funding sources.

TASK 2: FUNDING MECHANISMS ASSESSMENT

1. **Initial Assessment and Data Collection:**
    - Review city financial reports and previous funding mechanisms used.
2. **Market and Economic Analysis:**
    - Review completed market analysis in the UGMP to understand the economic potential and the economic impact of proposed projects on the local economy, including population, employment, and other tax-base impact forecasts.
    - Verify and update as necessary to accurately inform this scope of work.
3. **Identification of Funding Sources:**
    - Identify federal, state, and local funding opportunities, which may include, but are not limited to, user and other fees, grants, public-private partnerships (PPPs) and private investment options, tax increment financing (TIF) districts and other tax-related mechanisms, and bond issuance options including general obligation bonds and revenue bonds.
4. **Regulatory and Legal Review:**
    - Review local, state, and federal regulations related to funding mechanisms.
    - Assess any legal constraints or requirements for implementing funding options.
    - Consult with legal experts to ensure compliance and feasibility for use within Kentucky.

- Review the Lexington-Fayette Urban County Government's Charter and existing Ordinances and advise on potential conflicts. LFUCG's Law Department will be available for assistance.

5. **Financial Modeling and Projections:**
    - Develop financial models to project funding needs and revenue generation.
    - Create scenarios for different funding mechanisms and project outcomes. Compare cost and benefit of each.
    - Provide detailed financial projections for short-term and long-term periods.
    - Provide a long-term revenue and expense forecast for top funding recommendations, including the risk and sustainability of funding sources.
6. **Strategic Planning and Recommendations:**
    - Develop a comprehensive funding strategy tailored to Lexington's needs.
    - Prioritize funding mechanisms based on feasibility, impact, and stakeholder input.
    - Provide recommendations for implementation, including timelines and milestones.
7. **Execution Goals and Action Master Plan:**
    - Recommend execution goals for each identified funding mechanism.
    - Create high-level action plans for each, detailing steps, timelines, responsible parties, and resource requirements.
    - Include mechanism, if appropriate, for any deviation from identified funding mechanism (i.e. waiving potential fees for affordable housing).
8. **Ongoing Monitoring and Evaluation:**
    - Develop a framework for monitoring the progress and effectiveness of funded projects with key performance indicators and milestones. This framework should include a timeline for points where necessary update or re-evaluation should occur.
    - Recommend evaluation methodologies, including tools and techniques for data collection, analysis, and reporting.

TASK 3 (optional): FUNDING MECHANISMS IMPLEMENTATION

Provide guidance to the Lexington-Fayette Urban County Government to implement the selected funding mechanism(s). The delivered report may include but is not limited to the following:

1. Provide a methodology report outlining the creation of any new funding source and how it will be charged and collected.
2. Provide a schedule of charges that meets all legal and administrative requirements.
3. Draft ordinances or other legal documents required to adopt any new funding source.
4. Prepare an implementation handbook outlining administrative processes, such as appeals and annual reporting.
5. Assess and project necessary staffing levels, including roles and responsibilities.
6. Propose an effective leadership and governance structure with clear decision-making process.
7. Recommend relevant processes and software necessary for successful implementation, which may include computerized assessment and collection software that integrates with current LFUCG software and systems.
8. Assist with RFP development to procure software development and implementation consultants.
9. Conduct training sessions for LFUCG staff on new funding mechanisms and developed processes.
10. Offer ongoing support and assistance through full implementation process.

DELIVERABLES:

The outlined scope of work within this RFP serves as a foundational framework for the project. Respondents are expected to expand upon these elements and provide recommendations on the most effective methods to achieve Lexington's key objectives. We encourage innovative and thoughtful proposals that offer solutions, address potential challenges, and align with the vision and goals of Lexington. Anticipated deliverable from this scope of work include:

1. Infrastructure Identification & Prioritization Plan
2. Funding Mechanisms Assessment & Recommendations
3. Implementation Guidance Plan to provide guidance on project implementation and management strategies to ensure successful achievement of desired outcomes because of outcomes from Task #1 & Task #2.

- **Interim Reporting:** Interim reporting is expected during each phase of the project.
- **Findings and Recommendations Reports:** Final reports and presentations should be submitted in PDF, Word, and Excel formats as applicable. The consultant's final reports must include a comprehensive overview of participants, methodology, studies and supporting data, observations, recommendations, and accompanying drawings and illustrations. Any information developed through the consultant's proprietary methods may be submitted in a format agreed upon in consultation with the designated LFUCG Project Manager.
- **Final Report Presentation**: In addition to meetings with LFUCG Leadership Team and Advisory Committee during the project, the Consultant team shall provide a presentation of the Final report findings and recommendations to Lexington's Urban County Council during a public council meeting (date to be determined). The exact date of the meeting will be mutually agreed upon during the Services. Presentation to be submitted to the LFUCG Project Manager in PDF and Power Point format.

PROJECT SCHEDULE

A notice to proceed is expected in Q1 2025. As part of the proposal, interested firms shall provide a preliminary project schedule indicating deadlines, interim deliverables, and expectations for reporting, as appropriate. The proposal should recommend any stakeholder involvement processes where appropriate and a maximum number of such meetings (i.e., separate from staff meetings; however, the respondent may set a proposed limit of such staff meetings as well). This is intended as a preliminary number only and will be refined in consultation with the selected firm and negotiated in terms of the available budget. The selected consultant will develop a detailed project schedule at the beginning of the contract, preferably in an electronic format that can be revised, as needed.

METHOD OF PAYMENT

The Consultant may submit monthly invoices for basic services or rendered work, based upon the Consultant's estimate of the portion of the total services completed during the billing period. Each invoice shall be accompanied by a narrative progress report and estimated percentage of work completed. LFUCG shall respond to the invoice within thirty (30) days, either denying or approving payment, in its discretion.

SUBMISSION REQUIREMENTS

All responses to this RFP must include a proposed preliminary Project Work Plan, including a schedule and a timeline for incorporating LFUCG-provided information and the work of others; description of processes, methods, and metrics; suggested list of LFUCG roles or participants that the respondent might recommend be included in the study; and deliverables. LFUCG reserves the right to make the final determination of all study participants and deliverables. All Consultant communications for the study will be through the designated LFUCG Project Manager and/or a designee. Respondents planning to utilize analytical tools or data to perform any portion of the work that are their own proprietary making are asked to please clarify their intent to utilize such in their response to this RFP. The Proposal response should be fully self-contained, and display clearly and accurately the capabilities, knowledge, experience and capacity of the respondent to meet the requirements of the RFP. **The response is limited to 20 pages excluding appendices, and to be submitted in PDF format**

The following will be considered minimum contents of the proposal:

1. A statement of the approach, objectives, goals and tasks to show the firm's understanding of the proposed study.
2. A description and timing of the deliverables to be provided by the firm within established time frame.
3. A detailed work plan that identifies major tasks to be completed and a timeline for those tasks that will be used as a scheduling and management tool. Please identify any optional work tasks in this area and in the detailed cost breakdown.
4. A detailed cost breakdown of the tasks to be performed with a breakout of the hours for each employee category (e.g., principal, project manager, engineer, technician, etc.) per work task identified. The consultant will indicate any assumptions made (e.g., number of meetings, number of drafts, etc.) and include this information with the cost proposal. Total dollar amounts for each work task shall be shown. Not to exceed total dollar cost for the entire project should also be included.
5. An outline of the firm's background and experience with similar projects and a list of personnel (including sub-consultants) who will work on the project. This section will detail staff resumes, work experience and employee category. Lexington is dedicated to promoting minority participation in LFUCG work. To that end, and where appropriate, consultants are encouraged, if they themselves are not a minority owned firm, to consider using the services of minority sub-consulting firms where the demands of the project will permit.
6. Examples and references for similar projects completed, and the full name of the municipality/agency that the work was prepared for. This section will also include the firms' role with each project, description of scope of work, total project timeline, and fee for services rendered.

EVALUATION CRITERIA

A selection committee will evaluate and score the proposals based on the respondent's qualifications, level of knowledge, and experience working on projects of similar scope and scale. Selection criteria include:

1. Specialized qualifications, experience and technical competence of the individual or firm with regard to the services requested. Submit lead staff qualifications and work samples. **(35 points)**
2. Familiarity with the details of the project **(10 points)**
3. Professionalism and completeness of the written proposal; including proposed project approach, management plan, and schedule **(15 points)**
4. Experience with municipal financing and public infrastructure **(20 points)**

5. Past record of performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **(5 points)**
6. Quality of references. List three professional references of clients you have worked with in the last 5 years for work similar to this project's scope of services. **(5 points)**
7. Proposed fee for services **(10 points)**

The Selection Committee may request a short interview of the individual or firms submitting a proposal as part of the selection process. The above criteria will be used to determine the firms that will be invited for an interview. The interviews are anticipated to occur in Q1 2025 in person or via teleconference.

All costs directly or indirectly related to preparation of a response to this Request for Proposals, to any oral presentation required to supplement and/or clarify the submittal, which may be required by LFUCG, or to any protests so filed, shall be the sole responsibility of and shall be borne by the applicant(s). Each Consultant, by submitting its proposal, waives any claim for liability against the LFUCG as to loss, injury and costs or expenses that may be incurred as a consequence of its response to this document. All proposals shall be valid for a period of 90 days from the submission date. LFUCG reserves the right to reject any, and all, proposals and to re-solicit.

ANTICIPATED SCHEDULE*

- Questions due to LFUCG — December 20, 2024
- Request for Proposals due — January 10, 2024
- Finalist Interviews — January 2025

**These dates are subject to change.*

Exhibit A:
Urban Growth Master Plan Expansion Areas

In 2023, Lexington's Planning Commission recommended expanding the Urban Service Area by 2,840 acres across five locations in Fayette County.

This study will focus on identifying funding mechanisms for infrastructure development in these newly designated areas, but which could be applied to infrastructure development generally in Lexington-Fayette County.

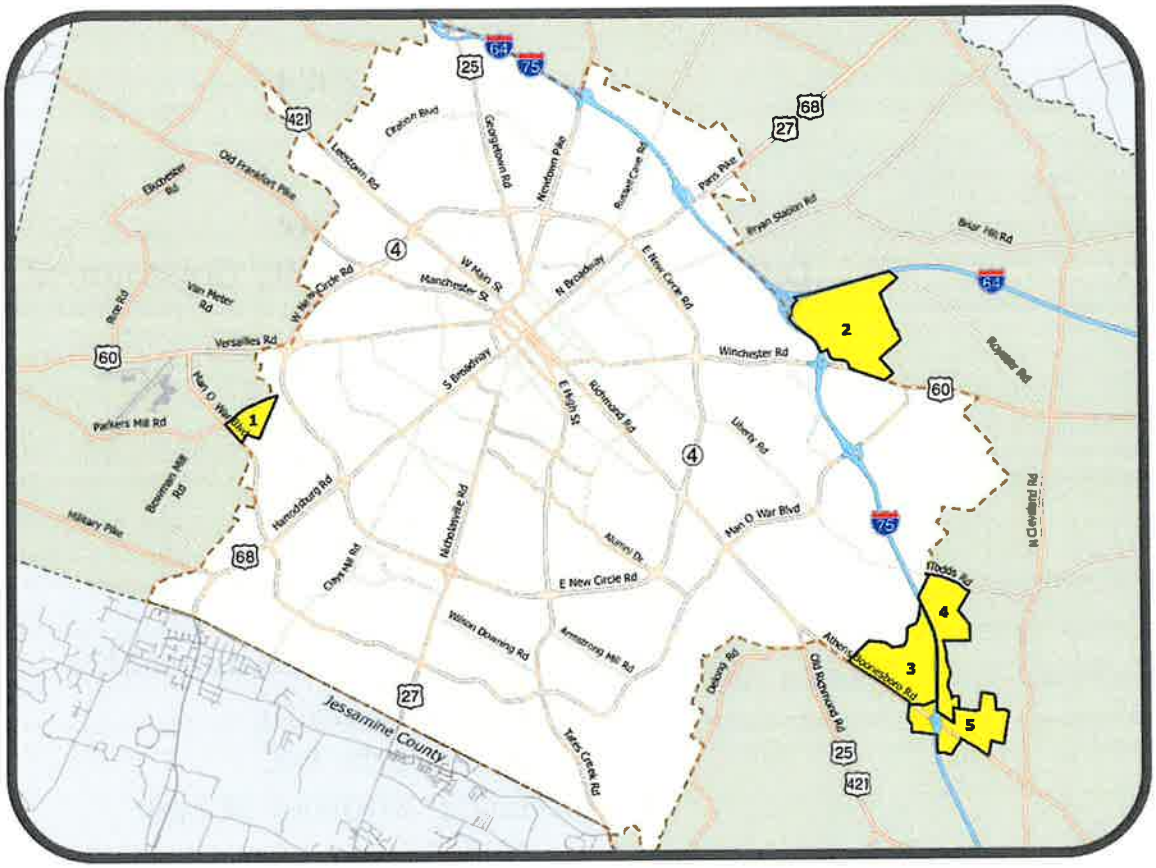


Exhibit B

Proposal to Prepare the Infrastructure Funding Plan for the Urban Expansion Areas

RFP #56-2024

Submitted to:
Lexington-Fayette Urban County Government

January 17, 2025

Submitted by:

Partners for Economic Solutions LLC
Gresham Smith
DP Guthrie, LLC
Drew Harris, Attorney at Law
Civil Design, Inc.

PES
Partners for
Economic Solutions

PES
Partners for
Economic Solutions

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PES
Partners for
Economic Solutions

January 17, 2025

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

Dear Selection Committee Members:

Partners for Economic Solutions (PES) is pleased to submit this proposal to prepare the Infrastructure Funding Plan for the Urban Growth Master Plan. We have assembled an outstanding team to work with LFUCG on this important next stage in Lexington's growth, combining local and national expertise, familiarity with local development conditions and regulations, and practical hands-on experience. We are committed to a collaborative working relationship that takes advantage of our team's and LFUCG's experience with development and public/private partnerships.

PES and its Principals, Anita Morrison and Abigail Ferretti, have a long history of market analysis, economic development, fiscal analysis and real estate advisory services. In all this work, we pride ourselves on preparing sound and detailed analyses with the backup information that decision makers need to understand our conclusions. We are intimately familiar with the expansion areas and the associated funding issues. For the UGMP, we developed a detailed fiscal impact analysis and evaluated alternative infrastructure funding approaches. That work drew on national best practices and provided a first-cut evaluation of how those tools might be used in the UGMP areas. Focusing on the realities of funding infrastructure to serve development over a long, uncertain time horizon, we emphasize transparency and ease of administration while mitigating associated risks.

Gresham Smith is well known to LFUCG from decades of local engineering and planning work on major public and private developments. Gresham Smith's engineers incorporate best practices and innovative solutions into their designs, staying abreast with emerging trends. For the UGMP, they designed the initial program of infrastructure to support compact, resilient development, including roadways, intersections, trails and utilities. Their staff 's direct experience in capital improvement planning and administration will enrich our implementation strategies.

DP Guthrie, LLC, brings extensive hands-on experience in capital improvement planning, impact fees and other funding strategies for public infrastructure. Dwayne Guthrie, PhD has formulated countless impact fee and other funding programs in consulting for over 170 local governments in 27 states on best funding practices. His experience includes administration of an impact fee program as well as detailed fee calculations and rationales.

349 Cedar Street N.W. Washington, DC 20012 www.PESconsult.com
T: 202 621-9103 F: 240 303-2541

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Economic Solutions

Drew Harris, Attorney at Law, will share the legal insights he has developed through more than a decade working in the Kenton County Attorney's Office in Covington. His experience includes representing and working directly with local governments, special purpose government entities, elected officials, and private entities to assure compliance with state and local laws. Through his focus on property acquisition, site development and contracting, Drew has developed expertise in the Kentucky law and regulations that shape municipal funding practices.

Civil Design, Inc. is a woman-owned multi-disciplined civil engineering firm. They will provide specific expertise in life cycle costing and work with Gresham Smith on stormwater issues. Kevin Corwin's experience with over 50 capital program owners and agencies on over 500 capital projects includes developing and maintaining capital program and life-cycle systems for owners and agencies, providing guidance from a system's inception all the way through construction closeout and future maintenance.

Together, the PES team offers practical solutions that draw on national best practices tailored to the specific realities of development in Lexington and Kentucky. We look forward to working with you again for successful implementation of the UGMP.

Sincerely,

Anita Morrison

Anita Morrison
Principal

PES
Partners for
Economic Solutions

Team Qualifications and Experience

Partners for Economic Solutions

Partners for **E**conomic **S**olutions is a full-service urban economics consulting firm dedicated to fostering sustainable economic vitality and growth in America's neighborhoods, cities and regions. Working extensively with cities, economic development and redevelopment agencies, universities, public/private partnerships and non-profits, **PES** brings real estate and economics expertise to bear on a wide range of urban development and public policy issues.

Our services focus on five primary categories:

- Market-driven analysis
- Real estate advisory services
- Economic development and revitalization strategies
- Impact analysis
- Public policy evaluations and strategies

Founded in 2008, **PES** is a certified small, local, woman-owned company based in Washington, DC. Its founding principals – Anita Morrison and Abigail Ferretti – have a combined experience of more than 70 years in economic and development consulting.

"Bringing private real estate expertise to the public sector to support successful public/ private development."

47 Years of Experience

Master of Public Policy, University of Michigan

Teaches Due Diligence for Tax Increment Financing for the Council of Development Finance Agencies

Anita Morrison, Principal



Anita Morrison founded Partners for Economic Solutions after more than 30 years of economic and development consulting. During her career, Anita has specialized in public/private partnerships, real estate advisory services, redevelopment strategies and economic impact analysis.

Anita has extensive experience in identifying tools and testing the potential for project and infrastructure financing. For Lexington-Fayette Urban County Government, she led the analysis of alternative funding mechanisms and developed a detailed fiscal impact model to test the impacts of expansion of the Urban Services Area as part of the Urban Growth Master Plan. Anita explored multiple funding tools for the New York Avenue corridor redevelopment in Washington, DC and roadway construction and maintenance for Prince George's County, MD. She also has particular expertise in tax increment financing (TIF) for infrastructure and public amenities. She has prepared TIF analyses for Charleston, SC, Orlando Community Redevelopment

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Agency, Atlanta Development Authority, the City of Dallas and the Maryland Department of Transportation.

Her cost benefit work has included a range of development projects and cultural institutions. Anita developed a fiscal impact model for the Nashville/Davidson County Government to test the fiscal impacts of projects developed with TIF funding through the Metropolitan Development and Housing Agency.

She has assisted a number of development agencies with major public/private partnerships, including the District of Columbia Deputy Mayor for Planning and Economic Development, the Pennsylvania Avenue Development Corporation, the Atlanta Development Authority, the Maryland Department of Transportation, the Norfolk Redevelopment and Housing Authority, the Orlando Community Redevelopment Agency, and the City of Dallas.

"Working with clients to understand their unique circumstances and applying lessons learned from comparable projects to move forward."

26 Years of Experience

Master of Business Administration, Loyola College

University of Maryland
Masters in Real Estate Development
Adjunct Graduate Professor of Market Analysis for Real Property Development

Abigail Ferretti, Principal



As a founding principal of the firm, Abigail Ferretti focuses on managing the firm's urban practice with an emphasis on revitalizing older communities. In all her work, she dedicates herself to finding the best available data that accurately portray current and potential development. She uses GIS extensively to inform the analyses of existing conditions, competitive projects and opportunities for new development. This relentless pursuit of actual data to build sound conclusions serves as a guiding principle for all PES projects.

With more than 25 years of experience managing small and large redevelopment projects, Abigail is fully versed in a variety of approaches and strategies. She identified and evaluated opportunities for public/private partnerships to support Washington, DC parks and recreation centers.

For the Urban Growth Master Plan in Lexington, KY, she analyzed market support for urban expansion areas. Abigail explored potential funding mechanisms for transportation improvements in Prince George's County, MD and along New York Avenue in Washington, DC.

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Fiscal Impact Model for Lexington Urban Growth Master Plan

Planning & Preservation Department, Lexington, KY

As part of the Urban Growth Master Plan, PES provided market inputs and developed a fiscal analysis model to test the impacts of new development. The model projects development-related population, jobs, and Metro government revenues and expenditures. Applying the model to projected development in each proposed expansion area demonstrated the potential returns associated with higher densities and the importance of commercial development given the local tax structure, which emphasizes wage taxes. PES worked with the planning team to quantify the costs of installing and operating the infrastructure and municipal services needed to support the new development. PES reviewed the range of potential funding tools.

Reference: Christopher Taylor, Manager of Long-Range Planning
859 258-3181; ctaylor3@lexingtonky.gov
Timeline: November 2023 to September 2024 Fee: $117,105

New York Avenue Redevelopment Plan Infrastructure Financing Strategy

District of Columbia Office of Planning

PES worked with the Office of Planning to develop infrastructure financing strategies to implement the vision for a 20- to 30-year redevelopment of Washington, DC's New York Avenue corridor. Among the funding mechanisms explored were special assessment districts, impact fees; tax-increment financing, service-fee financing and split-value taxation.:

PES provided case studies for the use of these tools in other jurisdictions. In the project's final phase, PES applied the typologies to the corridor's required improvements to test for the associated revenue potential of each tool.

Reference: Ryan Hand, Associate Planning Director for Citywide Planning
202 442-7619; Ryan.Hand@dc.gov
Timeline: June to September 2023 Fee: $48,955

Fiscal Impact Analysis of Tax Increment Financing in Metro Nashville

Metropolitan Development and Housing Agency

PES completed an in-depth analysis of the impacts of tax increment financing (TIF) in Metro Nashville redevelopment districts over the past 20 years. The project involved a massive data analysis effort using GIS analysis to review the history of assessed values in each redevelopment district. Individual TIF projects were identified and tracked over time, considering their impacts on adjoining properties. The analysis drew on PES's extensive experience in economic development, revitalization and public finance. In a follow-on assignment, PES tested the potential to use TIF for affordable housing, community amenities and transit corridor improvements.

Reference: Matt Loftis, Assistant Director of Urban Development
615 252-2520; mloftis@nashville-mdha.org
Timeline: December 2021 to July 2022 Fee: $53,320

Dwayne Guthrie, PhD, AICP

PROFILE

Dwayne Guthrie is a certified planner who helps public and private sector leaders with the challenges of growth management, infrastructure planning, and funding strategies. He specializes in demographic analysis, capital improvements plans, fiscal evaluations, and stakeholder consensus building.

For a major portion of his career, Dwayne worked as a planning consultant for cities and counties across America. He directly interacts with top administrators and elected officials regarding best practices for impact fees, infrastructure funding, placemaking, and revenue sources. During the preparation of impact fee programs for approximately 170 local governments in 27 states, Dwayne helped community and government leaders make tough fiscal choices, while successfully managing all aspects of the consulting process.

Dwayne has 40 years of experience as a professional planner (30 years as a planning consultant and 10 years of public sector experience in Florida).

KEY PROJECT EXPERIENCE

City of Meridian ID

In 2022 and 2019, Dwayne crafted development impact fees for parks/recreation, police and fire facilities. After collaborating with staff and receiving input from the Impact Fee Advisory Committee, Dwayne recommended several changes to improve consistency with Idaho's enabling legislation, including: 1) updated development projections and land use assumptions based on Meridian data, 2) documentation of current infrastructure standards and projected need for additional facilities, and 3) proportionate fees for two types of non-residential development and five size thresholds for residential development

Reference: Todd Lavoie, Chief Financial Officer
work phone => 208-489-0420 or email => tlavoie@meridiancity.org

Manatee County (FL)

In 2017, Dwayne worked in the County Administrator's office as the Impact Fee Manager for Manatee County. As a consultant, he also produced a 2015 impact fee study that included parks, law enforcement, public safety, libraries, and significant revisions to transportation impact fees. The multimodal transportation fee included funding for complete streets (all modes), with unique capital plans and fee schedules by four geographic areas.

Contact: John Osborne, former Planning Official for Manatee County
mobile phone => 941-962-4136 or email => johnposborne@outlook.com



Specialties

- Infrastructure planning
- Funding solutions
- Development impact fees
- Demography
- Spatial analysis
- Smart governance

Professional History

- DP Guthrie, LLC (2021-present)
- Raftelis: Manager (2018-2020)
- Manatee County, FL: Impact Fee Manager (2017)
- TischlerBise: Principal (2012-2017); Consultant (1988-2010)
- Catholic University of America in Washington, DC: Associate Professor of Practice (2010-2012)
- Engineering Firm in Tampa, FL: Planner (1987-1988)
- Planning Commission in Tampa, FL: Planner (1979-1987)

Education

- Doctor of Planning, Governance, & Globalization - Virginia Tech (2007)
- Master of Arts in Urban & Regional Planning - University of Florida (1979)
- Bachelor of Arts in Education - University of Florida (1977)

Professional Memberships

- American Institute of Certified Planners (AICP)
- American Planning Association
- Arizona Chapter of the American Planning Association



DREW HARRIS

Attorney at Law

PROFILE

Drew has spent over a decade working in local government primarily working with state, county, and municipal governments on issues relating to property acquisition, site development, and contracting between the public and private sector.

His experience representing and working directly with local governments, special purpose government entities, elected officials, and private entities helps his clients meet their goals while protecting their interests through compliance with state and local laws.

CONTACT

PHONE:
859-409-9861

EMAIL:
drewcharris@gmail.com

BAR ADMISSIONS

Kentucky, 2013

United States District Court for the Eastern District of Kentucky, 2014

Sixth Circuit Court of Appeals, 2014

EDUCATION

J.D., University of Cincinnati College of Law
2013
Bachelor of Arts, Criminal Justice, Northern Kentucky University
2010

EXPERIENCE

Kenton County Attorney's Office
Chief Prosecutor/Assistant County Attorney
Covington, Kentucky
2013 - Current

RELEVANT PROJECTS

- Coordinated the privatization of the Golf Courses of Kenton County through a ground lease/operating agreement allowing for private development of a public asset.
- Led site acquisition and development for the Northern Kentucky 911 System replacement on behalf of the Kenton County Fiscal Court, including condemnation (eminent domain) actions, right-of-way acquisition, permanent and temporary easements, and contracting for the relevant services and construction.
- Assisted in the relocation of the Emergency Shelter of Northern Kentucky to comply with local zoning regulations within the City of Covington.
- Led the legal team in development of the Mary Gandy Travis Residential Treatment Facility in conjunction with the Kenton County Fiscal Court and Transitions, Inc., including site acquisition and compliance with local zoning regulations.
- Led the partnership between the residents of the former City of Latonia Lakes and the Kenton County Fiscal Court for the rebuilding of roadways after the dissolution of the city including condemnation (eminient domain) actions, right-of-way acquisition, permanent and temporary easements, with a unique project funding methodology.
- Development of the former Bavarian Brewery/Jillians site into the new Kenton County Administration Building.
- Planning for future private development above the Kenton County Administration Building parking structure.

Offering a national perspective with a local feel.

Gresham Smith is an architecture, engineering and design practice that provides creative solutions while genuinely caring for each other, our clients and our communities. With 26 locations throughout the US, and an office in Lexington, we offer a national perspective with a local feel. That means we not only bring a broad range of experience to the picture, but we also really get to know our clients, their business and the entire landscape of their project. It's not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community.

65+

Projects Completed in Lexington, KY

418

Awards for Projects



Erin Masterson, PLA, ASLA

Senior Landscape Architect | Gresham Smith

As a project manager and senior landscape architect, Erin's work spans master planning, streetscapes, parks, campus design, commercial development, stormwater incentive grants, corridor planning and she led construction administration for Town Branch Commons. She excels at leading multidisciplinary teams on complex projects including Legacy Business Park, transforming a 200-acre site from master plan to design, engineering and permitting with a construction budget of $18 million and Kelley's Landing Park master plan, a 30-acre site with floodplain complexities.

Years of Experience
16

Education
Bachelor of Science, Landscape Architecture, University of Kentucky
Master Degree, Business of Art and Design, Maryland Institute College of Art

Registrations
Landscape Architect: KY

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Splash! At Charles Young Park, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY

LFUCG, Legacy Business Park

Beargrass - Oakdale Affordable Housing Development, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

Louisville Metro Advanced Planning and Sustainability - Broadway All the Way Master Plan, Louisville, KY



Matthew McLaren, P.E.

Senior Civil Engineer | Gresham Smith

With a diverse background in all aspects of site civil engineering, Matt is an asset to any project. He excels in site design, stormwater analysis and design, green infrastructure and low-impact development principals, grading, and erosion prevention and sediment control plan design. Matt is also a proven leader engaging in both mentorship and project team management to convey engineering topics to the public, elected officials and design professionals. He hopes that his input will help each project be the best in terms of profitability, sustainability, and design.

Years of Experience
20

Education
Bachelor of Civil Engineering, Civil Engineering, University of Kentucky
Master of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: FL, GA, KY, NC, TN

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG, Legacy Business Park, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

Louisville Metro Department of Public Works & Assets - Olmsted Parkway Improvements Phase II, Louisville, KY

Beargrass -Oakdale Affordable Housing Development, Lexington, KY



Nick Hendrix, P.E.

State Transportation Leader | Gresham Smith

Nick's engineering career spans over sixteen years, primarily serving in the public sector at the state and local levels. As Kenton County Engineer, he was responsible for developing and delivering site facilities and transportation projects with a record of successful stakeholder collaboration. His experience in this role included managing in-house and contract crews for vertical and horizontal construction projects.

Years of Experience
17

Education
Master of Civil Engineering, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: KY, OH

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

City of Danville - Main Street Streetscape, Danville, KY

Kenton County - Fiscal Court Parking Structure Pre-Development, Covington, KY

KYTC - Highway Safety Improvement Program (HSIP), Multiple Locations, KY

Northern Kentucky Port Authority - Kenton County Site Readiness Initiative, Kenton County, KY



Andrea Cull, P.E.

Transportation Engineer | Gresham Smith

Andrea takes a holistic approach to roadway design as she believes working on all aspects of the process produces a better product. She has completed multiple traffic impact studies as well as traffic modeling for Louisville and Lexington. She has also completed signal plans and lighting photometrics to meet municipal and KYTC standards. She enjoys being able to employ her creativity and problem-solving skills to complex roadway and traffic designs.

Years of Experience
12

Education
Bachelor of Science, Civil Engineering, University of Kentucky
Master of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: KY

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Tiger Grant Application, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY

City of Danville - Main Street Streetscape, Danville, KY

KYTC - Statewide HSIP - Louisville Main Street 2-Way Conversion Analysis

Louisville Metro Advanced Planning and Sustainability - Broadway All the Way Master Plan, Louisville, KY



Amanda Deatherage, AICP

Planner | Gresham Smith

Amanda's specializes in bridging the gap between planning and implementation. Before joining Gresham Smith, Amanda managed Louisville Metro's $243M capital improvement plan, including 57 federal projects. She also secured $99M in grants for 36 projects due to her excellent technical writing. At KIPDA MPO, she oversaw the TIP, handled NOFOs, allocated funds, and tracked the progress of nearly 300 projects. Her expertise includes using data-driven methods to create project lists, prioritizing them with stakeholder input, and coordinating with teams for efficient project delivery.

Years of Experience
11

Education
Bachelor of Arts, Geography, University of Kentucky
Master of Urban Planning, Urban Planning, University of Louisville

Certifications
American Institute of Certified Planners
Certified Planner #31043

Relevant Projects

Lexington-Fayette Urban County Government (LFUCG) - Urban Growth Management Master Plan, Lexington, KY

Bowling Green Warren County Government (BGWC) - 2050 Metro Transportation Plan, Bowling Green, KY

Louisville Metro Government - Broadway All the Way Planning Phase 1A, Louisville, KY

Capital Improvement Program (CIP) Manager, Louisville, KY*

KIPDA Transportation Improvement Program (TIP) Manager, Louisville, KY*

**Experience prior to Gresham Smith*

25+
YEARS IN BUSINESS

WOMAN-OWNED

Quality Infrastructure. Passionate People.

At Civil Design, Inc. (CDI), we strive to help our clients create quality infrastructure while also contributing positively to our communities. Our culture is centered around a fundamental commitment to **Building Stronger Communities**, meaning our team of passionate individuals is dedicated to revitalizing the spaces that contribute to our daily lives.

Since its founding in 1996, our team has grown to over 150 team members with six locations, six service lines, and over 40 licensed professionals. Our experience lends us the ability to generate innovative solutions to project challenges, allowing our team to further the ambitions of our clients and the communities they serve.



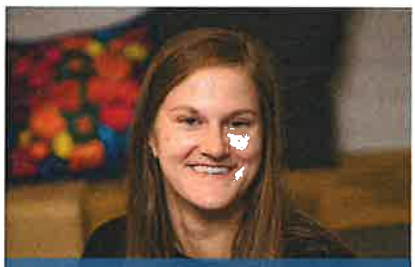
KEVIN CORWIN, PE, PMP, PLS
PROJECT MANAGER

Kevin joined CDI in 2024, bringing more than 20 years of project management experience to our Infrastructure + Analytics team. Kevin helps to develop and maintain capital program and life-cycle systems for owners and agencies, providing guidance from a system's inception all the way through construction closeout and future maintenance. These systems include process definition, technology implementation, and staff coaching. Whether as a consultant or capital program director, Kevin has worked with over 50 capital program owners and agencies on over 500 capital projects. Kevin captures and synthesizes best practices through his work with a multitude of capital programs and industry innovators.



GARY MOORE, MSCE, PE
PROJECT ENGINEER

Gary has gained an in-depth knowledge of all areas of water resources engineering and management, including stormwater management, sanitary sewer and combined sewer systems and overflows, hydrology and hydraulics, green infrastructure, floodplains, watershed planning, strategic planning, program management, and asset management. Gary also oversaw and completed the delivery of MSD's Stormwater System Master Improvement Plan, then developed the next stage for an updated Stormwater Facility Planning (2005122) program to enhance the SSMIP. In addition, Gary developed and led the Cityshed Mitigation Program for the City of St Louis 55 watersheds resulting in various projects that have been implemented. Gary led the development of the MSD Stormwater Prioritization form as part of the Stormwater Planning performed in the last 2000's. He is nationally recognized as a technical leader, and is adept at developing practical, cost-effective solutions to real-world problems through the application of basic engineering principles. Gary has served as an expert witness and provided testimony during the 2008 flooding and other court cases related to stormwater runoff and flooding.



KAITLIN FORD, PE, CFM, ENV SP
PROJECT ENGINEER

Kaitlin joined CDI in 2021, bringing five years of experience with hydraulics, stormwater and sanitary design to the Water Resources team. Her experience includes stormwater management, hydrologic and hydraulic modeling, floodplain analysis, bridge hydraulics, detention analysis, streambank stabilization, roadway drainage, and green infrastructure. Her experience spans both the private and public sectors, having completing projects for state DOTs, municipalities, sewer districts, and water agencies.

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Project Approach

Our project approach emphasizes in-depth analysis, policy development and practical implementation tools developed in close collaboration with LFUCG throughout the project to provide the right tools to achieve UGMP goals.

Project Kick-Off and Coordination

At the project's outset, the PES Consultant Team will meet virtually with City representatives to finalize the work scope, schedule, identify key stakeholders, discuss meeting logistics and exchange information. The project timeline will be refined and provided in electronic format for future adjustments.

We propose to meet with the LFUCG Project Manager every two weeks with periodic meetings with the Project Leadership Team and the Project Advisory Committee.

Task 1 - Project Identification & Prioritization Process Development

While the Urban Growth Master Plan (UGMP) developed a transportation framework and regulatory plans, the next step will be to identify critical capital infrastructure projects needed to jump start private development.

Project Identification and Cost Estimates

Our team will work with LFUCG to develop a comprehensive list for each area that would include investment in necessary upgrades to adjacent existing infrastructure.

The comprehensive list will be presented in a chart format beginning with key descriptions, initial cost estimates in year-of-expenditure, life cycle cost estimates, budgetary impact, and projected schedules. In later tasks, priorities, funding sources and implementation strategies will be added to the comprehensive list.

As the Infrastructure Project List is developed, our team will update cost estimates from the original UGMP based on any new input such as the completion of the forthcoming complete streets manual. In addition to the estimated cost of construction updates, our team will develop estimates for design, right-of-way, and maintenance as applicable for each project identified. We understand the need to develop these estimates for capital improvement planning and strategic growth, but recognize there are no existing engineering plans and survey. This Capital Improvement Plan will therefore be considered planning-level estimates. If detailed engineering costs are desired, we are willing to negotiate scope and fee.

Project Evaluation & Prioritization

Once the Infrastructure Project List is drafted, our team will work to provide recommendations for what order the projects should be executed. The first step in the process will be to develop a list of the many factors that will help us determine the priority order, such as:

- Strategic alignment with goals of the UGMP;
- Financial consideration (both the initial cost and ongoing operational costs);
- Risk assessment (including financial, operational, and environmental risks);
- Regulatory requirements;
- Economic impact (including job creation and increased tax revenue);
- Likelihood of project to spur private development;
- Securing public-private partnerships (PPP);
- Environmental impacts;
- Capacity to execute and manage the project; and
- Sense of urgency as defined from stakeholder input.

We will also consider State-owned roadway improvements through the lens of SHIFT (the Strategic Highway Investment Formula for Tomorrow) deployed by the Kentucky Transportation Cabinet's (KYTC) approach to capital improvement project prioritization. Many of the expansion areas will require improvements to state roads in order to have proper access in and out of the areas. Collaboration with KYTC will be imperative to implementation.

After LFUCG reviews the factors and recommends the top priorities, we will develop a weighted ranking system that will be applied to the project list, creating a ranking system and score for each project. This preliminary ranked score will be evaluated by our team and LFUCG for a ranked project list. Stakeholder meetings with developers and property owners would be appropriate at this stage to review the identified infrastructure needs.

Infrastructure Identification and Prioritization Plan

A ranked project list is a valuable starting point, but the realities of funding, phasing and efficiency have real world implications on capital improvement plans. The final step in developing a usable tool for LFUCG is to align the project list to the financial and regulatory approach determined Task 2. We anticipate a handful of implementation strategies that range from public to private with various funding sources and timelines. This will have an impact on the ranking list. Working with LFUCG, we will align the list to resource allocation, phasing, and efficiencies to deliver a flexible roadmap towards implementation and build out, with revisions to align the prioritization plan with the Task 2 recommendations.

Task 2. Funding Mechanisms Assessment

Financial Reports and History Review

PES will review LFUCG financial reports, recent bond documents and any relevant development agreements to better understand LFUCG's historic mechanisms for funding major infrastructure improvements. We are already familiar with the Exactions Plan for the last round of expansion areas. We will meet with LFUCG staff who negotiate developer contributions to infrastructure costs for projects not covered by the exactions program (e.g., sewer improvements) to confirm the structure of those agreements and the cost-sharing details.

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Market and Economic Analysis

PES will update the market and economic impact analyses from the UGMP to consider any shifts in the market and any development projects that have been identified for the Urban Expansion Areas. We will coordinate with the LFUCG's Project Manager to reach out to active developers and property owners who may have development plans to inform the market update. The market analysis will inform the financial model's projection of future LFUCG revenues and phasing of expenditures. The fiscal impact model will be updated for the latest budget.

Identification of Funding Sources

PES has identified potential mechanisms for local funding. The analysis will be expanded to identify any state or federal funding sources that might be available to support expansion area improvements. Our team members who have worked at and for the Kentucky Transportation Cabinet (KYTC) bring particular knowledge as to state funding programs and how they might be leveraged to fund some critical infrastructure improvements. Drawing on the detailed list of capital projects, we will review the types of projects to distinguish those that benefit other residents (e.g., thoroughfare improvements) from those that benefit project residents only (e.g., local roads) and those that benefit more than one new development (shared entry road). Capital projects with additional issues (e.g., stream crossings) may affect this characterization as well. Other distinctions may arise relative to the availability of federal or state funding support.

Examples from other Kentucky communities and other areas will be researched to identify additional techniques and tools. Dwayne Guthrie and Drew Harris will contribute their knowledge and contacts to widen the search for viable funding tools. A matrix evaluation will be developed to summarize the pros and cons for each mechanism in its application to the different categories of capital projects.

Working with the LFUCG Project Manager and Leadership Team, PES will participate in developer conversations to elicit inputs on their ability to finance improvements and potential impacts of alternative funding mechanisms on project feasibility.

Regulatory and Legal Review

Drew Harris will review relevant local, state and federal regulations related to funding mechanisms identified in the preceding task. From that review, any legal constraints or requirements will be identified as input to the funding mechanism evaluation. We know that the use of impact fees may require new legislation or creation of a hybrid mechanism that can be approved under state law. Drew Harris has worked extensively on innovative funding strategies for infrastructure improvements in Kenton County, KY. He will draw on his experience and contacts with his legal counterparts around the Commonwealth to provide feedback on how other communities are addressing funding mechanism constraints imposed by state legislation.

LFUCG's Charter and relevant Ordinances will be reviewed to identify legal constraints and requirements, conferring with LFUCG's Law Department.

The purpose of the regulatory and legal review is to determine the constraints within which the funding mechanisms will need to be formulated and to identify ways to adjust the mechanisms for regulatory compliance. If necessary, legislative initiatives might be proposed.

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Financial Modeling and Projections

PES will develop financial models to project funding needs and revenue generation. The models will evaluate the alternative funding mechanisms to estimate costs and benefits for use with different types of improvements. The timing of development relative to the timing of required improvements will have significant implications for the effectiveness and cost of alternative funding mechanisms. The models will test for the impact of unexpected delays in completion of proposed development and other factors affecting the timing of revenue receipt. The analysis will identify key risks and sustainability issues.

The modeling will inform the recommendations of alternative funding mechanisms for different types of improvements. Excluding mechanisms that fail to generate sufficient resources, PES will prepare detailed financial projections for the short- and long-term periods.

Strategic Planning and Recommendations

Drawing on the preceding analysis of funding mechanisms, review of legal and regulatory constraints, and the financial modeling, the PES team will develop a comprehensive funding strategy for the UGMP. The recommendations will prioritize funding mechanisms based on feasibility, impact, risks, sustainability, cost and efficiency.

Meetings with the Leadership Team, Advisory Committee and other stakeholders will test the draft recommendations. The PES team will refine the strategic recommendations, adding timelines and milestones to create a strategic capital improvements program.

Execution Goals and Action Master Plan

The PES Team will recommend execution goals and create high-level action plans for each of the recommended funding mechanisms. The action plans will encompass step-by-step actions with responsible parties and timelines, staffing recommendations and required resources. These will serve as a framework for the Task 3 implementation handbooks.

We will identify specific deviations where needed to support UGMP and other LFUCG goals, particularly those related to affordable housing.

Ongoing Monitoring and Evaluation

The PES Team will translate the Action Master Plan into an ongoing monitoring tool with performance indicators and milestones. PES and Dwayne Guthrie will recommend evaluation methodologies and timing for periodic reviews and updating/revisions to the funding mechanisms and action plans.

Task 3. Funding Mechanisms Implementation (Optional)

As needed, the PES Team will be available to provide support and guidance to LFUCG staff in implementing the funding mechanisms. Our team members include individuals who have developed impact fee programs and who have worked directly with developing capital improvement plans; they bring hands-on experience and insights to the process development and training efforts.

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Recognizing that the implementation details will depend on the nature of the strategic plan and recommendations, we would anticipate refining the Task 3 scope at the time any individual work item is requested. Our budget includes the list of tasks identified in the RFP. We also have reserved $30,000 to respond to additional items or to supplement the budget for an individual item that requires more effort (e.g., more legal documents or more meetings) than currently anticipated. If LFUCG agrees, the contract for this task could be structured on an hourly basis with a not-to-exceed cap on fees.

The base budget includes:

1) Provide a methodology report outlining the creation of any new funding source and how it will be charged and collected.
2) Provide a schedule of charges that meets all legal and administrative requirements along with a detailed methodology and template for calculating the charges.
3) Draft ordinances or other legal documents required to adopt any new funding source, conferring with LFUCG's Law Department.
4) Prepare an implementation handbook outlining administrative processes, such as appeals, annual reporting and periodic updating.
5) Assess and project necessary staffing levels, including roles and responsibilities.
6) Propose an effective leadership and governance structure with a clear decision-making process.
7) Recommend relevant processes and software necessary for successful implementation, which may include computerized assessment and collection software that integrates with current LFUCG software and systems.
8) Assist with RFP development to procure software development and implementation consultants.
9) Conduct training sessions for LFUCG staff on new funding mechanisms and developed processes.
10) Offer ongoing support and assistance through the full implementation process.

Deliverables

Contract deliverables will include:

- Infrastructure Identification and Priorization Plan with a detailed list of projects and associated costs
- Funding Strategy identifying resources and mechanisms to fund the Urban Growth Master Plan infrastructure improvements
- Funding Action Master Plan with detailed implementation tasks
- Presentation to the Urban County Council
- Optional implementation support documents including a methodology report, schedule of charges, draft ordinances, other legal documents, implementation handbooks, recommendation memoranda and software procurement assistance
- Optional training sessions and other ongoing implementation support and assistance.

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Proposed Schedule and Fee

Proposed Schedule

Shown on the following page, we have proposed a preliminary schedule with Tasks 1 and 2 completed over a nine-month period followed by implementation support over a seven-month period at LFUCG's discretion. Upon selection, we will work with the LFUCG Project Manager to refine the schedule.

Proposed Fee

We propose to complete the outlined scope of work for a total fee of $744,195, including salaries, overhead and direct expenses. The fee includes time for 39 biweekly meetings with the LFUCG Project Manager, at times including the Leadership Team and Project Advisory Committee. Those meetings are assumed to be virtual. We have budgeted for PES to be in Lexington seven times for in-person meetings. Up to eight two-hour stakeholder meetings arranged by LFUCG with developers and property owners are budgeted. If in-person, we will work with the LFUCG Project Manager to schedule our visits accordingly. Gresham Smith team members are available to provide a local presence.

Payment for the kick-off, project coordination and Tasks 1 and 2 will be invoiced monthly based on the portion of work completed for each task item.

Our understanding of the project and the uncertain mix of implementation needs suggest that the third phase, exercised at LFUCG's option, should be handled on a time-and-materials basis with a not-to-exceed fee cap. We have included a $30,000 reserve account for unanticipated tasks and those that are more extensive than now envisioned (e.g., multiple or more complex legal documents, additional meetings).

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LFUCG Infrastructure Funding Plan Proposed Schedule (Continued)

Task	February				March				April				May				June				July				August				September				October			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
Client Meetings	•		•		•		•		•		•		•		•		•		•		•		•		•		•		•		•		•		•	
1 Project Identification and Prioritization Process Development																																				
Project Kick-off	•																																			
Project List																																				
Cost Estimates																																				
Project Evaluation and Prioritization																																				
Client Review																																				
Infrastructure Identification and Prioritization Plan																																				
2 Funding Mechanisms Assessment																																				
Financial Reports and History Review																																				
Market Analysis Update																																				
Funding Options Analysis																																				
Legal Review																																				
Financial Modeling																																				
Strategic Planning																																				
Client Review																																				
Execution Goals and Action Master Plan																																				
Presentation																																				
Council Adoption																																				
3 Funding Mechanisms Implementation																																				
Methodology Report																																				
Schedule of Charges																																				
Draft Ordinance, Legal Documents																																				
Implementation Handbook																																				
Staffing Levels																																				
Leadership and Governance Structure																																				
Process and Software Recommendations																																				
Software Procurement																																				
Training Sessions																																				
Ongoing Support and Assistance																																				

LFUCG Infrastructure Funding Plan Proposed Schedule (Continued)

Task	November				December				January				February				March				April				May				June				July	
	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70
Client Meetings	•		•		•		•		•		•		•		•		•		•		•		•		•		•		•		•		•	
1 Project Identification and Prioritization Process Development																																		
Project Kick-off																																		
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Cost Estimates																																		
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Software Procurement																																		
Training Sessions																																		
Ongoing Support and Assistance																																		

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Tasks	Total Fee	Partners for Economic Solutions				DPGuthrie	D. Harris	Gresham Smith			
		Morrison, Principal	Ferretti, Principal	Analyst	PES Total	Guthrie Principal	Harris, Attorney	Hendrix, Senior Transport. Engineer	Masterson, Senior Landscape Architect	McClaren, Senior Civil Engineer	Cull, Transport. Engineer
Hourly Rate		$225	$195	$80		$200	$300	$270	$190	$255	$200
Kick-Off											
Project Kick-Off, Schedule	**$ 13,295**	**16**	**12**	**2**	**$ 6,100**	**4**	**4**	**2**	**11**	**2**	**2**
Task 1 Project Identification and Prioritization Process Development											
Project List, Cost Estimates	$ 157,650	24	40	-	$ 13,200			20	100	40	50
Project Evaluation, Prioritization	$ 80,340	32	32	-	$ 13,440	8		40	40	40	30
Infrastructure Prioritization Plan	$ 71,840	40	40	8	$ 17,440	8		40	40	40	20
Task 1 Subtotal	**$ 309,830**	**96**	**112**	**8**	**$ 44,080**	**16**	**-**	**100**	**180**	**120**	**100**
Task 2. Funding Mechanisms Assessment											
Financial Reports, History Review	$ 5,980	16	4	-	$ 4,380	8					
Market, Economic Analysis	$ 6,140	12	16	4	$ 6,140						
Funding Options Analysis	$ 28,160	32	24		$ 11,880	28		16	8	8	
Legal Review	$ 27,790	8	2		$ 2,190	8	80				
Financial Modeling	$ 21,660	48	32		$ 17,040	8		2	4	4	
Strategic Planning	$ 35,880	56	40		$ 20,400	24		16	8	8	
Execution Master Plan	$ 32,340	64	40	8	$ 22,840	20		2	8	8	
On-Going Monitoring, Evaluation	$ 8,540	24	12		$ 7,740	4					
Presentation	$ 5,820	12	16		$ 5,820						
Task 2 Subtotal	**$ 172,310**	**272**	**186**	**12**	**$ 98,430**	**100**	**80**	**36**	**28**	**28**	**-**
Task 3. Funding Mechanisms Implementation											
Methodology Report	$ 8,540	24	12		$ 7,740	4					
Schedule of Charges	$ 15,800	16	32		$ 9,840	4			8	8	8
Draft Ordinance, Documents	$ 14,700	12			$ 2,700		40				
Implementation Handbook	$ 13,980	32	16		$ 10,320	4			4		
Staffing Levels	$ 4,440	8	8		$ 3,360				2		
Leadership, Governance	$ 5,180	16	4		$ 4,380	4					
Process Recommendations	$ 14,060	16	24		$ 8,280	6			2		
Software Procurement	$ 8,260	8	24		$ 6,480				2		
Training Sessions	$ 14,660	24	24		$ 10,080				2		
Reserve for Ongoing Support	$ 30,000				$ -						
Task 3 Subtotal	**$ 129,620**	**156**	**144**	**-**	**$ 63,180**	**22**	**40**	**-**	**20**	**8**	**8**
Meetings											
Client, Team Meetings	$ 75,900	100	100	-	$ 42,000	24	16	8	36	12	
Stakeholder Meetings	$ 16,640	16	16	-	$ 6,720				16	16	
Meetings Subtotal	**$ 92,540**	**116**	**116**	**-**	**$ 48,720**	**24**	**16**	**8**	**52**	**28**	**-**
Total Labor	**$ 717,595**	**656**	**570**	**22**	**$ 260,510**	**$ 33,200**	**$ 42,000**	**146**	**291**	**186**	**110**
Expenses	$ 26,600				$ 18,400	2,400	800				
Total Fee	**$ 744,195**				**$ 278,910**	**$ 35,600**	**$ 42,800**				

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PES Team Budget (Continued)										
	Gresham Smith					Civil Design, Inc.				
Tasks	Deatherage, Transport. Planner	Civil Engineer	Civil EIT	Admin Assistant	Gresham Smith Total	Corwin, Project Manager	Moore, Project Engineer	Ford, Project Engineer	CSI Total	Total Hours
Hourly Rate	$175	$185	$135	$100		$210	$180	$110		
Kick-Off										
Project Kick-Off, Schedule	**2**	**2**	**1**	**8**	**$ 5,195**				**$ -**	**68**
Task 1 Project Identification and Prioritization Process Development										
Project List, Cost Estimates	50	80	200	4	$ 95,550	120	40	150	**$ 48,900**	608
Project Evaluation, Prioritization	100	40	40	4	$ 65,300				$ -	406
Infrastructure Prioritization Plan	40	40	40	4	$ 52,800				$ -	360
Task 1 Subtotal	**190**	**160**	**280**	**12**	**$ 213,650**	**120**	**40**	**150**	**$ 48,900**	**1,374**
Task 2. Funding Mechanisms Assessment										
Financial Reports, History Review					$ -				$ -	28
Market, Economic Analysis					$ -				$ -	32
Funding Options Analysis	16				$ 10,680				$ -	132
Legal Review					$ -				$ -	98
Financial Modeling	4				$ 3,020				$ -	102
Strategic Planning	16				$ 10,680				$ -	168
Execution Master Plan	8				$ 5,500				$ -	158
On-Going Monitoring, Evaluation					$ -				$ -	
Presentation					$ -				$ -	28
Task 2 Subtotal	**44**	**-**	**-**	**-**	**$ 29,880**	**-**	**-**	**-**	**$ -**	**786**
Task 3. Funding Mechanisms Implementation										
Methodology Report					$ -				$ -	40
Schedule of Charges					$ 5,160				$ -	76
Draft Ordinance, Documents					$ -				$ -	52
Implementation Handbook	12				$ 2,860				$ -	68
Staffing Levels	4				$ 1,080				$ -	22
Leadership, Governance					$ -				$ -	24
Process Recommendations	24				$ 4,580				$ -	72
Software Procurement	8				$ 1,780				$ -	42
Training Sessions	24				$ 4,580				$ -	74
Reserve for Ongoing Support					$ -				$ -	-
Task 3 Subtotal	**72**	**-**	**-**	**-**	**$ 20,040**	**-**	**-**	**-**	**$ -**	**470**
Meetings										
Client, Team Meetings	36	24		15	$ 24,300				$ -	371
Stakeholder Meetings	16				$ 9,920				$ -	80
Meetings Subtotal	**52**	**24**	**-**	**15**	**$ 34,220**				**$ -**	**451**
Total Labor	**360**	**186**	**281**	**35**	**$ 302,985**				**$ 48,900**	3,149
Expenses					$ 4,000				$ 1,000	
Total Fee					**$ 306,985**				**$ 49,900**	

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Bid Submission Documents

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:
(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise

discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:
a. The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Anita Morrison
Signature

January 16, 2025
Date

Type text here

Type text here

AFFIDAVIT

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

1. His/her name is Anita Morrison and he/she is the individual submitting the proposal or is the authorized representative of Partners for Economic Solutions, 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 Central Purchasing 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.

Anita Morrison 01/16/2025

Anita Morrison

STATE OF Florida

COUNTY OF Pasco

By means of online notarization,

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

__ Personally Known OR ✓ Produced Identification Type of Identification Produced DRIVER LICENSE

by Anita Morrison on this the 16th day

of January, 20 25.

BIANCA B ESTES
Notary Public - State of Florida
Commission # HH 526896
Expires on May 31, 2028

My Commission expires: 05/31/2028

Bianca B Estes HH 526896

NOTARY PUBLIC, STATE AT LARGE

Notarized remotely online using communication technology via Proof.

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.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. 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 knowingly or unknowingly 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.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Anita Morrison
Signature

Partners for Economic Solutions, LLC
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Partners for Economic Solutions, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals	2		2														2
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	2		2														2

Prepared by: Anita Morrison **Date:** 1 / 16 / 25

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: Partners for Economic Solutions, LLC

Complete Address: 349 Cedar St, NW, (Street) Washington, DC (City) 20012 (Zip)

Contact Name: Anita Morrison Title: Principal

Telephone Number: 202 621-9103 Fax Number: 240 303-2541

Email address: amorrison@pesconsult.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 56-20244

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Partners for Economic Solutions, LLC	W E	Funding strategy, implementation support, pro ect management	$278,910	37.5%
2. Civil Design, Inc.	W E	Life-cycle costing, stormwater analysis	$49,900	6.7%
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Partners for Economic Solutions, LLC

Company

Anita Morrison

Company Representative

Anita Morrison

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Partners for Economic Solutions, LLC	**Date:**	January 16, 2025
Project Name:	Infrastructure Funding Plan	**Project Number:**	56-2024
Contact Name:	Anita Morrison	**Telephone:**	202 621-9103
Email:	amorrison@pesconsult.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☑ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☑ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

And Access, LLC; Ochoa Urban Collaborative, LLC; GIS Education and Research Servies, LLC

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☑ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☒ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☒ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

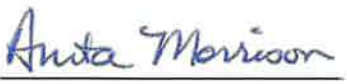
Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Partners for Economic Solutions, LLC	Anita Morrison 
Company	**Company Representative**
January 16, 2025	Principal
Date	**Title**

4870-1925-6809, v. 1

PES contacted the following entities with direct phone call solicitations to participate in the above-referenced RFP:

Paladin, Inc.	Non-responsive
True Inspection Services, LLC	Non-responsive
Cornerstone Engineering, Inc.	Non-responsive
Salt River Engineering	Non-responsive
LECGI Inc.	Not able to provide services
Lone Camel PLLC	Not able to provide services
Team Fishel Engineering of Virginia, LLC	Non-responsive
Brownsfield Development, LLC	Not able to provide services
Third Rock Consultants, LLC	Not able to provide services
Keramida, Inc	Not able to provide services
Capital Filtrations Inc.	Non-responsive

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, safely 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.

Anita Morrison
Signature

January 16, 2025
Date

349 Cedar Street, NW
Washington, DC 20012
www.PESconsult.com

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0208-25

File ID:	0208-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	080-2025	**In Control:**	Urban County Council
				File Created:	02/20/2025
File Name:	Request Council authorization to execute Amendment No. 1 and accept an additional award from the Lexington-Fayette County Health Department in the amount of $78,000 under the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, also known			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Amendment No. 1 to the Agreement with the Lexington-Fayette County Health Dept. to accept an additional award of $78,000 in Federal funds from the State Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program for administrative expenses, also known as Ky. Health Access Nurturing Development Services (HANDS), at the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Notes: SAF in the CCO. Returned to Celia Moore 3/28/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	25-Bluesheet Memo FCC MIECHV, LFCHD FCC HANDS MIECHV Contract Amendment FFY25 - Unsigned, BA 13522, BA 13523 payroll recovery, RESO 0208-25 LFCHD FCC HANDS MIECHV Amend. 4912-8731-0372 v.1.docx, R-107-2025, Contract #080-2025	**Enactment Number:**	R-107-2025
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:
2	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
2	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/20/2025		

2 Urban County Council 03/20/2025 Approved Pass

Text of Legislative File 0208-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Amendment No. 1 to the Agreement with the Lexington-Fayette County Health Dept. to accept an additional award of $78,000 in Federal funds from the State Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program for administrative expenses, also known as Ky. Health Access Nurturing Development Services (HANDS), at the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Summary

Authorization to execute Amendment No. 1 and accept an additional award from the Lexington-Fayette County Health Department in the amount of $78,000 under the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, also known as Kentucky Health Access Nurturing Development Services (HANDS) for administrative expenses to include staff salary and related fringe benefits at the Family Care Center. No match is required. (L0208-25) (Horton-Holt/Allen-Byrant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 12/17/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3190-606401-6404-XXXXX

This Fiscal Year Impact: $78,000

Annual Impact: $0

Project: FCC_MIECHV_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 20, 2025**

SUBJECT: **Amendment No. 1 to Agreement for the Home Network Program (HANDS) at the Family Care Center**

Request: Council authorization to execute Amendment No. 1 and accept an additional award from the Lexington-Fayette County Health Department in the amount of $78,000 under the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, also known as Kentucky Health Access Nurturing Development Services (HANDS) for administrative expenses to include staff salary and related fringe benefits at the Family Care Center. No match is required.

Purpose of Request: On July 2, 2024 (Resolution 355-2024), Council accepted grant funds from the Lexington- Fayette County Health Department in the amount of $457,000 to continue the Home Network Project (HANDS) at the Family Care Center. The Lexington-Fayette County Health Department has awarded an additional $78,000 under the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program for administrative expenses for staff salary and related fringe benefits at the Family Care Center.

What is the cost in this budget year and future budget years? $78,000 awarded in funds for FY2025. Funding for future budget years is dependent upon availability of funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0208-25

Director/Commissioner: Horton-Holt/Allen-Bryant

Lexington Fayette County Health Department

650 Newtown Pike
Lexington, Kentucky 40508-1197
(859) 252-2371
(859) 288-2359 Fax
(859) 288-7510 Medical Fax

CONTRACT AMENDMENT #1

DATE: December 9th, 2024

CONTRACT NUMBER: 24-25-PUBLIC-R

CONTRACTOR NAME AND ADDRESS:

Family Care Center-HANDS PROGRAM
Lexington-Fayette Urban Co. Gov.
200 East Main Street
Lexington, KY 40507

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement as follows:

Section 5:
Is changed effective **December 9th, 2024** to note the addition of a HANDS state Maternal, Infant, and Early Childhood Home Visiting (MIECHV) FFY25 grant funding made available through the Department for Public Health to reimburse 25% of Family Care Center HANDS staff administrative expenses. Contractor must report administrative expenses to Health Department monthly for reimbursement. Reimbursement will be made from Department for Public Health to Health Department on Contractor's behalf. Upon Health Department's receipt of Contractor reimbursement, Health Department will distribute reimbursement to Contractor. The maximum amount of administrative reimbursement is $78,000. The project period is 7/1/24 to 6/30/25.

_____
CONTRACTOR DATE

_____
Dr. Steve Davis DATE
INTERIM COMMISSIONER OF HEALTH

_____

Cara Kay DATE
CHIEF FINANCIAL OFFICER

_____

Jessica Cobb DATE
COMMUNITY HEALTH OFFICER

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 02/20/2025 **Status:** Pending Approval **Amend Nbr:** 13522

Business Unit: LFUCG **Journal Date:** 02/20/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-7 of 7 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606401	6404	63121	Non-Civil Service Salaries	56,900.00	059240	059223	
2	3190	606401	6404	63511	Pension Contributions	10,500.00	059240	059223	
3	3190	606401	6404	63615	BP - UCG	5,690.00	059240	059223	
4	3190	606401	6404	63621	FICA	3,881.00	059240	059223	
5	3190	606401	6404	63622	Unemployment Insurance	27.00	059240	059223	
6	3190	606401	6404	63624	Medicare Expense	907.00	059240	059223	
7	3190	606401	6404	63625	Other Voluntary Benefits-UCG	95.00	059240	059223	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606401	6404	44010	Intergovernmental - Federal	78,000.00	059240	059223	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for additional HANDS award FCC_MIECHV_2025.

Net Amend Amt: 0.00

Submit for Approval

Save Add

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 02/20/2025 **Status:** Pending Approval **Amend Nbr:** 13523

Business Unit: LFUCG **Journal Date:** 02/20/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	1101	606401	6404	63964	Payroll Recovery-Grants	-78,000.00	059240	059223	

Revenue Accounts

Project/Grant Revenue

Project/Grant Expenditures

Reduction in budget exceeds available budget including tolerance amount - Operating: [1];

Comments:

To budget payroll recovery on FCC_MIECHV_2025

Net Amend Amt: 0.00

Submit for Approval

Save Add

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT WITH THE LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT TO ACCEPT AN ADDITIONAL AWARD OF $78,000.00 IN FEDERAL FUNDS FROM THE STATE MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING (MIECHV) PROGRAM FOR ADMINISTRATIVE EXPENSES, ALSO KNOWN AS KENTUCKY HEALTH ACCESS NURTURING DEVELOPMENT SERVICES (HANDS), AT THE FAMILY CARE CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 Amendment No. 1 to the agreement with the Lexington-Fayette County Health Department to accept an additional award of $78,000.00 in Federal funds from the state Maternal, Infant, and Early Childhood Home Visiting (MIECHV) program for administrative expenses, also known as Kentucky Health Access Nurturing Development Services (HANDS), at the Family Care Center, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Ordinance No. 97-21, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established herein.

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
0208-25:TAH:4912-8731-0372, v. 1

RESOLUTION NO. 107 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT WITH THE LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT TO ACCEPT AN ADDITIONAL AWARD OF $78,000.00 IN FEDERAL FUNDS FROM THE STATE MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING (MIECHV) PROGRAM FOR ADMINISTRATIVE EXPENSES, ALSO KNOWN AS KENTUCKY HEALTH ACCESS NURTURING DEVELOPMENT SERVICES (HANDS), AT THE FAMILY CARE CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 Amendment No. 1 to the agreement with the Lexington-Fayette County Health Department to accept an additional award of $78,000.00 in Federal funds from the state Maternal, Infant, and Early Childhood Home Visiting (MIECHV) program for administrative expenses, also known as Kentucky Health Access Nurturing Development Services (HANDS), at the Family Care Center, the acceptance of which does not obligate the Lexington-Fayette Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Ordinance No. 97-21, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established herein.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0208-25:TAH:4912-8731-0372, v. 1

Lexington Fayette County Health Department

650 Newtown Pike
Lexington, Kentucky 40508-1197
(859) 252-2371
(859) 288-2359 Fax
(859) 288-7510 Medical Fax

CONTRACT AMENDMENT #1

DATE: December 9th, 2024

CONTRACT NUMBER: 24-25-PUBLIC-R

CONTRACTOR NAME AND ADDRESS:

Family Care Center-HANDS PROGRAM
Lexington-Fayette Urban Co. Gov.
200 East Main Street
Lexington, KY 40507

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement as follows:

Section 5:
Is changed effective **December 9th, 2024** to note the addition of a HANDS state Maternal, Infant, and Early Childhood Home Visiting (MIECHV) FFY25 grant funding made available through the Department for Public Health to reimburse 25% of Family Care Center HANDS staff administrative expenses. Contractor must report administrative expenses to Health Department monthly for reimbursement. Reimbursement will be made from Department for Public Health to Health Department on Contractor's behalf. Upon Health Department's receipt of Contractor reimbursement, Health Department will distribute reimbursement to Contractor. The maximum amount of administrative reimbursement is $78,000. The project period is 7/1/24 to 6/30/25.

Linda Gorton 3-28-2025
CONTRACTOR DATE

3/25/25
Dr. Steve Davis DATE
INTERIM COMMISSIONER OF HEALTH

Prevent

Promote

Protect

Cara Kay 3/25/25

Cara Kay DATE
CHIEF FINANCIAL OFFICER

Jessica Cobb 3/25/25

Jessica Cobb DATE
COMMUNITY HEALTH OFFICER

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0216-25

File ID:	0216-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/21/2025
File Name:	Utility Management Software, EnergyCAP, LLC			**Final Action:**	03/20/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement with EnergyCAP, LLC, for subscription services related to EnergyCAP Utility Management Software, at a cost not to exceed $14,406.63 in the first year (FY26), and to establish EnergyCAP, LLC, as a sole-source provider; all contingent upon budgeting of sufficient funds. [Div. of Environmental Services, Carey]

Notes: SAF in the CCO. Returned to Sandra Burke 4/11/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	bluesheet memo EnergyCAP 3yr price agreement, Quote+MSA_3yr_LexingtonFayette_ENC_7.1.2025, SOLE SOURCE CERTIFICATION, RESO 216-25 EnergyCAP Multi Year Agreement 4919-8343-2225 v.1.docx, R-108-2025, Contract #090-2025	**Enactment Number:**	R-108-2025
Deed #:		**Hearing Date:**	
Drafter:	Sandra Burke	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
1	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0216-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement with EnergyCAP, LLC, for subscription services related to EnergyCAP Utility Management Software, at a cost not to exceed $14,406.63 in the first year (FY26), and to establish EnergyCAP, LLC, as a sole-source provider; all contingent

upon budgeting of sufficient funds. [Div. of Environmental Services, Carey]

Summary

Authorization to execute a three-year Agreement with EnergyCAP, LLC, for subscription services related to EnergyCAP Utility Management software at a cost not to exceed $14,406.63 in the first year (FY26) and to establish EnergyCAP, LLC, as a sole-source provider. Funds will be requested in the FY 26 Budget. (L0216-25) (Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Chris Eller, 2/19/25

Fully Budgeted: Requested for FY 2026

Account Number: 1101-313201-3093-77802 - $5,850.00
1115-313201-3093-77802 - $5,850.00
4002-313201-3093-77802 - $2,750.00

This Fiscal Year Impact:

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: to be requested for FY 2026

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: February 21, 2025

SUBJECT: Agreement with EnergyCAP, LLC for 3-year subscription services related to EnergyCAP Utility Management software and to establish EnergyCAP, LLC as a sole-source provider

---

Request
The purpose of this memorandum is to request Council authorization for the Mayor to execute a three-year agreement with EnergyCAP, LLC, for subscription services related to EnergyCAP Utility Management software not-to-exceed $14,406.63 in the first year (FY26) and to establish EnergyCAP, LLC, as a sole-source provider.

Why are you requesting?
LFUCG has used EnergyCAP software since 2010. The software has been foundational in LFUCG's energy management program, providing a user-friendly interface to track and research utility expenses across 1,400 accounts. EnergyCAP has updated its subscription pricing model and requires a multi-year agreement to secure the lowest price option for LFUCG.

This agreement has a total potential term of three years, beginning with an initial one-year period and automatically renewing for up to two additional one-year terms. Either party may terminate for cause: (i) upon 30 days' written notice of a material breach if uncured within that period or as mutually extended in writing; or (ii) immediately if the other Party becomes subject to bankruptcy, insolvency, receivership, liquidation, or a similar proceeding.

What is the cost in this budget year and future budget years?
The cost for FY26 is not-to-exceed $14,406.63. Per the terms of the agreement, FY27 and FY28 will be secured at $15,126.97 and $15,883.32, respectively.

Are the funds budgeted?
Funds have been requested for FY26 as a split cost between funds 1101, 1115, and 4002 in this account: ####-313201-3093-77802.

File Number: 0216-25

Director / Commissioner: Carey / Albright

ENERGYCAP

Prepared For:
Lexington-Fayette Urban County Government
Attn: Accounts Payable
200 East Main Street
Lexington, Kentucky 40507

Date: 2/3/2025
Subscription Effective Date: 7/1/2025

Quote Number: Q-04820
Expiration: 6/30/2025
Initial Term: 36 Months

Pricing Summary – 7/1/2025 – 6/30/2026

Subscription Services

Item	Description	Annual Price
Software License	EnergyCAP UtilityManagement – Enterprise – Base License	$9,604.41
Software License	EnergyCAP UtilityManagement – Enterprise – Accounting Interface	$1,600.74
Software License	EnergyCAP Utility Management – Enterprise – Interval Data	$1,600.74
Software License	EnergyCAP UtilityManagement – Enterprise – Chargebacks	$1,600.74
	Total Fee – Year 1	**$14,406.63**

Scope Details

Product Scope and Details

Subscription Services – 3 Year Term 7/1/2025 – 6/30/2028			
Items	Year 1 7/1/2025 – 6/30/2026	Year 2 7/1/2026 – 6/30/2027	Year 3 7/1/2027 – 6/30/2028
EnergyCAP Utility Management – 5,000 Meters	$9,604.41	$10,084.63	$10,588.86
Accounting Interface	$1,600.74	$1,680.78	$1,764.82
Interval Data	$1,600.74	$1,680.78	$1,764.82
Chargebacks	$1,600.74	$1,680.78	$1,764.82
Sales Tax	-	-	-
Total 5-Year Pricing Summary	**$14,406.63**	**$15,126.97**	**$15,883.32**

Scope Details

Product Scope and Details

Subscription Details	
Licensed Software Features	Included: Base License; Chargebacks, Accounting Integration, Chargebacks
Subscription Effective Date	7/01/2025
Initial Term	3 Years
Licensed Number of Meters	5,000
Licensed Number of Users	Unlimited

Invoicing Schedule

Total Fee

Invoice - Upon Contract Execution

Subscription Services	100%

Terms and Conditions

1. This quote and product pricing are the proprietary property of EnergyCAP, LLC (ENC), are provided to the recipient at recipient's request, and may not be divulged to any third parties.
2. To order, please sign and return this Order Form.
3. The terms and conditions for using EnergyCAP, LLC's software products and services are governed by the current written agreement between EnergyCAP, LLC and Licensee. In the absence of a current executed agreement, the standard EnergyCAP Master Subscription Agreement will be provided and is incorporated herein and is available online at www.EnergyCAP.com/Legal
4. The terms of any Licensee-provided purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Licensee's purchase orders or invoices will be of no force or effect.

Acknowledgement

I signify that I am an authorized representative of the organization named above. My signature below confirms the organization's intent to purchase the above-noted products and services ("Products") and authorizes EnergyCAP, LLC to deliver and invoice for the Products under the Terms & Conditions outlined herein.

Signature: _____

Name: _____

Title: _____

Date: _____

PO #: _____

Lexington-Fayette Urban County Government

EnergyCAP Subscription Agreement

EnergyCAP, LLC

360 Discovery Drive
Boalsburg, PA 16827

T: 877-327-3702
F: 719-623-0577

EnergyCAP® Subscription Agreement

This Subscription Agreement (this "Agreement"), dated as of July 1st, 2025 ("Effective Date"), is by and between EnergyCAP, LLC, a Delaware limited liability company ("ENC"), and Lexington-Fayette Urban County Government ("Licensee") for use of the Subscription Services (as defined below). ENC and Licensee are referred to individually as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. DEFINITIONS.

1.1. "Applicable Law" means any statute, ordinance, judicial decision, executive order, directive, or regulation having the force and effect of law in each case to the extent applicable to a Party, the Services or, in connection with this Agreement.

1.2. "Defect" has the meaning assigned in Section 6.1.2 below.

1.3. "Documentation" means any explanatory materials, such as user manuals, training manuals, specifications regarding the implementation and use of the Subscription Services (electronic or written) that is provided by ENC regarding the Subscription Services, as may be updated from time to time.

1.4. "Fees" means any fees due for the Subscription Services set forth on the applicable Order.

1.5. "Force Majeure Event" means any event or circumstance that is beyond the control of an affected Party and that prevents the performance of any of the affected Party's obligations under this Agreement or prevents Licensee from using the benefits of the Subscription Services including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers; provided, however, "Force Majeure Event" expressly excludes any event that ENC could reasonably have prevented by testing, reasonable work around, other exercise of diligence or the use of technology common and prevalent in the industry.

1.6. "Initial Term" has the meaning assigned in Section 3.1.

1.7. "Licensee Data" means all data uploaded into the Subscriptions Services or otherwise provided to ENC for purposes of providing the Subscription Services.

1.8. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

1.9. "Material Subcontractor" means third-party contracted to perform a substantial part of the Subscription Services.

1.10. "Order" means any mutually agreed document referencing this Agreement that defines the specific Subscription Services purchased by Licensee pursuant to this Agreement.

1.11. "Professional Services" means the consulting, development, implementation, training, and other services described in a mutually agreed statement of work (each, a "SOW") executed by the Parties.

1.12. "Renewal Term" has the meaning assigned in Section 3.1.

1.13. "Subscription Services" means the online, web-based applications and platform provided by ENC as specifically described on the applicable Order.

1.14. "Support Services" means the services described in Section 6 below.

1.15. "Term" means the Initial Term and each Renewal Term, collectively.

1.16. "Users" means individuals who are authorized by Licensee to use the Subscription Services and who have been supplied user identifications and passwords by Licensee (or by ENC at Licensee's request). Users may include Licensee's employees, consultants, contractors, and agents.

2. LICENSE GRANT; RESTRICTIONS.

2.1. During the Term, ENC hereby grants Licensee a right to access and use the Subscription Services in

©2025 EnergyCAP, LLC

accordance with the Documentation, this Agreement and the limitations set forth in the applicable Order.

2.1.1. Licensee may authorize its Users to access and use the Subscription Services. Licensee is responsible for (i) the confidentiality of all usernames and passwords and all activities that occur under such usernames; and (ii) each User's compliance with the terms of this Agreement. Licensee shall promptly notify ENC of any suspected unauthorized access to the Subscription Services.

2.1.2. Licensee may (i) include its company name or logo in the Subscription Services interface and reports; and/or (ii) create its own branded login screen; however, the EnergyCAP logo and other identifiable EnergyCAP content may be present throughout the application and in help content.

2.1.3. Licensee is responsible for the telecommunications, broadband and computer equipment and services needed to access and use Subscription Services.

2.2. Licensee will not (i) alter, modify, or adapt the Subscription Services or Documentation, in whole or in part, in any way; (ii) disassemble, decompile, reverse engineer, translate or create derivative works of the Subscription Services; or (iii) transfer, distribute, rent, sub-license, or lease the Subscription Services or the Documentation; (iv) use any external program to alter, edit or append records to the data files without using ENC-provided external tools and interfaces; (v) remove, alter or obscure any product identification, copyright or proprietary notices; (vi) upload or provide any information or materials that are defamatory, offensive, abusive, obscene, of menacing character, or that violate any third party's privacy or intellectual property rights; (vii) use the Subscription Services to threaten, defame, bully, harass, or harm persons or their property; (viii) send, store or distribute any Malicious Code with the intent or effect of damaging, destroying, disrupting, monitoring or otherwise impairing ENC's or any third party's network, computer system, or other equipment, or any third party data contained therein; or (ix) access the Subscription Services or use the Documentation in order to build a similar or competitive product.

2.3. For purposes of this agreement ENC's hosting cloud providers and other resources used to perform the Subscription Services shall not be considered Material Subcontractors.

3. TERM.

3.1. All Subscription Services will be provided beginning on the effective date of the applicable Order (the "Order Effective Date") and continuing the initial term identified on the applicable Order (the "Initial Term") unless earlier terminated in accordance with this Agreement. Upon completion of the Initial Term, the term for all Subscription Services will automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") unless a different renewal period is specified on the applicable Order. Each Party must provide at least thirty (30) days' written notice if they intend for the Subscription Services to expire at the end of the Initial Term or the then-current Renewal Term. The Fees payable during any Renewal Term will be increased by ten percent (10%) (unless the pricing in such prior Term was designated in the applicable Order as promotional or one-time) over the Fees paid during the prior Term and will be further adjusted to account for any increase in the scope of the Subscription Services. In the event that any prior term was designated in the applicable Order as promotional or one-time, ENC shall provide 30-days' notice for any price increases in a renewal term unless otherwise stated in the applicable Order.

3.2. A Party may terminate this Agreement and/or any then current Order for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period or such longer period as may be mutually agreed in writing; or (ii) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

3.3. ENC may terminate this Agreement and/or any then current Order if Licensee fails to remit payment within ten (10) days after written notice from ENC with respect to any unpaid invoice.

3.4. Upon any termination for cause by Licensee, ENC shall refund any prepaid Fees covering the remainder of the then current Term. Upon any termination for cause by ENC, Licensee shall pay all Fees due and to become due during the Term of any then current Order(s). In no event shall any termination relieve Licensee of its obligation to pay any Fees due for Services provided prior to the effective date of termination.

3.5. During the period of ten (10) days after the effective date of termination of the applicable Order, Licensee may retrieve Licensee Data via existing reports, out-of-the box export capabilities or from screen captures. After such 10-day period, ENC shall have no obligation to provide any Licensee Data to Licensee or otherwise maintain the Licensee Data and may thereafter, unless legally prohibited, delete all Licensee

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Data in its systems or otherwise in ENC's possession or under ENC's control.

3.6. ENC may suspend Licensee's access to or use of any of the Subscription Services without notice if ENC reasonably believes that such suspension is necessary to preserve the security, integrity, or accessibility of the Subscription Services or in the event of delinquent payment by Licensee. In the event that access to the Subscription Services is suspended for delinquent payment by Licensee, Fees for such Subscription Services will still be applicable during the suspension period.

3.7. Surviving Provisions. Section 3.4, Section 3.6, Section 4.2, Sections 7 through 11 and Section 14 shall survive any termination or expiration of this Agreement.

4. WARRANTIES; DISCLAIMERS.

4.1. ENC warrants that during the Term the Subscription Services will perform materially in accordance with the Documentation and the functionality of the Subscription Services will not be materially decreased. In the event of any breach of the foregoing warranty, ENC will use commercially reasonable efforts to correct the reported non-conformity and/or breach, at no charge to Licensee, or if ENC is unable to do so within a reasonable period, not to exceed thirty (30) days, Licensee may terminate the applicable Order, and Licensee will receive a pro-rata refund of any unearned Fees, based on the date Licensee reported the non-conformance, that Licensee has pre-paid for the Subscription Services.

4.2. **Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SUBSCRIPTION SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. SUPPLIER DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL RUN WITHOUT ERROR OR BE PROBLEM-FREE.

5. HOSTING SERVICES; SECURITY; PROFESSIONAL SERVICES.

5.1. ENC will make the Subscription Services available 99% of the time determined on a quarterly basis during the Term except for: (a) planned downtime (of which ENC will provide at least 8 hours' prior notice which notice will be provided via the Subscription Services and be scheduled to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Friday to 6:00 a.m. Eastern time Monday), or (b) any unavailability caused by a Force Majeure Event.

5.2. ENC will implement and maintain administrative, physical, and technical safeguards designed to ensure that the Subscription Services meet then-current and relevant industry standards relating to the privacy, security, confidentiality, integrity, and availability of Licensee Data, including by maintaining a written information security program that includes applicable policies, procedures, training, and technology controls designed to protect Licensee Data from unauthorized access, use, disclosure, alteration, or destruction. ENC will only use and/or process Licensee Data in accordance with this Agreement and for purposes of providing the Services.

5.3. ENC will promptly (and in any event within forty-eight (48) hours) notify Licensee in the event of the occurrence of any unauthorized access to Licensee Data (a "Data Privacy Breach"). ENC will provide as many details as known at that time (and regularly update Licensee thereafter in writing or by email followed by a written notification) setting out in reasonable detail, without limitation, the nature of the information compromised, threatened, or potentially compromised, the specific information compromised or potentially compromised and of all events which may adversely affect ENC's ability to provide the Subscription Services. ENC further agrees to provide reasonable assistance and cooperation requested by Licensee in the furtherance of any correction, remediation, or investigation of any Data Privacy Breach.

5.4. ENC grants to Licensee a limited, nonexclusive, nontransferable, non-sublicensable, worldwide, license during the Subscription Term to use and make calls to the API to develop, implement and distribute Licensee-owned applications solely for use by Licensee and its End Users in connection with the Subscription Services. ENC may modify, amend, change, or deprecate all or part of any API in its reasonable discretion at any time (an "API Modification"). ENC shall use commercially reasonable efforts to notify Licensee of any such actions as soon as reasonably practical. Licensee shall, within thirty (30) days from the date of first notice of any API Modification(s) (or such shorter period of time specified in the notice of the API Modification(s)) (the "Conformance Period") comply with such modification(s) by (i) implementing and using the most current version of the API, (ii) making any changes to Licensee's application using the API that may be required as a result of such API Modification, (iii) using commercially

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reasonable efforts to stop distribution of all prior versions of Licensee applications using the API and (iv) using commercially reasonable efforts to upgrade all prior versions of Licensee's applications using the API then in use to the most recent version. Licensee acknowledges that an API Modification may have a material adverse effect on Licensee's applications using the API, including causing such applications to not operate as designed. ENC shall have no liability of any kind to Licensee or any User with respect to such API Modifications or any adverse effects resulting from the use or failure to use such API Modifications. ENC reserves the right to monitor and enforce, within reason, rate-limiting and throttling of API calls.

5.5. ENC will provide Professional Services in accordance with the terms set forth on Exhibit 1 to this Agreement.

6. SUPPORT SERVICES.

6.1. During the Term:

6.1.1. ENC will provide (i) all enhancements and updates to the Subscription Services that are not separately marketed by ENC and are made available by ENC to its customers generally during the Term to Licensee. ENC will use reasonable efforts to notify Licensee at least two weeks in advance of all major enhancements which require planned downtime. Release notes will be provided and made available to Licensee at the same time and in the same format as ENC provides to its customers generally.; (ii) Support Services for the Subscription Services such that the Subscription Services perform substantially in accordance with Documentation.

6.1.2. ENC will use commercially reasonable efforts to correct or replace Subscription Services and/or provide Support Services to remedy any failure of the Subscription Services to perform substantially in accordance with Documentation (a "Defect"). SUCH CORRECTION, REPLACEMENT, OR SUPPORT SERVICES SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY, AND ENC SHALL HAVE NO OTHER LIABILITY, FOR DEFECTS.

6.1.3. In the event (i) any Defect is determined by ENC to be attributable to Licensee's acts or omissions or to Licensee's software, hardware, modifications, or system changes, or (ii) Licensee requests assistance in connection with additional training, correction of database errors and/or data conversion, ENC shall provide a quotation to Licensee for additional Professional Services at its then current rates for the Professional Services.

6.1.4. Support Services will be provided during regular business hours defined as 8:00 AM-5:00 PM ET Monday through Friday except federal holidays. Licensee may receive support via the toll-free support hotline at 877-327-3702 or by submitting a support ticket at https://Helpcenter.EnergyCAP.com.

6.1.5. Licensee may call or submit support tickets via the online support ticketing system only to report a Defect, but not a "how do I?" operating or training question.

6.1.6. After-Hours Support Services are available via the support ticket system and online help manuals accessible from within the Subscription Services. Support tickets submitted after 5:00 PM ET will be addressed at the start of the next business day. ENC will use reasonable efforts to respond to all support requests in accordance with the times set forth in the table below.

Service Level	Response	Resolution	Definition
Critical	1 business hour	1 business day	The Subscription Services is offline or unavailable, data has been corrupted or lost and must be restored from a backup, and/or a business-critical feature/function is not available.
High	2 business hours	2 business days	Important features of the Subscription Services are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
Medium	8 business hours	5 business days	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, or

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Service Level	Response	Resolution	Definition
			configuration; bug affecting a small number of users. Acceptable workaround available.

6.2. Licensee is responsible for (a) any services relating to software or hardware not provided by ENC, including, without limitation, any programming performed by Licensee; (b) training of current or new Licensee employees (technical support requests may not be used as a substitute for software training); and (c) correction of user errors and database errors; (d) supporting software and hardware such as operating systems, browsers, and client workstations.

6.3. Premium Maintenance (if purchased) includes support for all ENC developed interfaces, reformatters, custom reports, and other deliverables as part of the applicable Order for purposes of ensuring that all custom developed ENC deliverables function as documented after upgrades are released.

6.4. Except as set forth in the Premium Maintenance clause 6.3, Support Services and Premium Maintenance do not include revisions to deliverables. If revisions are requested, then ENC shall provide a quotation to Licensee for Professional Services at ENC's then-current rates for such services.

7. FEES, PAYMENT TERMS.

7.1. ENC agrees to invoice Licensee and Licensee shall pay for the Subscription Services in accordance with the terms set forth in the applicable Order. Payment is due within 30 days from the date of the applicable invoice unless otherwise set forth in the applicable Order.

7.2. Licensee shall be responsible for all taxes imposed by any governmental agency with respect to the Subscription Services and related services rendered by ENC other than taxes based on ENC's income or property.

7.3. If any undisputed amount owed hereunder is more than 30 days past due, and ENC promptly provided written notice of the amount past due, ENC may impose a late payment fee not exceeding the lesser of 1% per month and the maximum amount permitted by law on the undisputed amount past due.

8. PROPRIETARY RIGHTS.

8.1. Reservation of Rights. The Subscription Services and the Documentation, and any and all enhancements, modifications, improvements or derivative works thereto, whether or not created or developed in conjunction with Licensee (collectively, the "Enhancements") are and will remain the sole and exclusive property of ENC. Except for the rights granted pursuant to this Agreement, ENC retains all copyrights, patents, trade secrets, trademarks, and all other intellectual property interests in and to the Subscription Services and the Enhancements.

8.2. Licensee Data. As between Licensee and ENC, Licensee exclusively owns all rights, title and interest in and to all of Licensee Data and is solely responsible for the accuracy, quality, integrity and legality of Licensee Data and of the means by which Licensee acquired the Licensee Data. Licensee grants ENC and its third-party providers a non-exclusive, worldwide, royalty-free and fully paid license to use the Licensee Data solely as necessary to perform the Subscription Services.

8.3. Feedback. The parties acknowledge that the Subscription Services may collect and aggregate certain de-identified information and data regarding the use and operation of the Subscription Services by Licensee. Licensee agrees that ENC may utilize such information and data as well as any Licensee suggestions, enhancement requests or other recommendations (collectively, "Feedback") for any lawful business purpose, without a duty of accounting to Licensee so long as such Feedback does not identify Licensee or Licensee Data. No compensation shall be paid with respect to ENC's use of Feedback.

8.4. Licensee grants ENC a non-exclusive, royalty-free license to Use De-identified Licensee data in business intelligence initiatives. "De-identified" means data that is not attributable to or identifiable as specific buildings, utility accounts, utility meters or premise addresses in a manner that could allow an observer to identify the point of service. "Use" means analysis for purposes of creating and displaying useful data-based cross-licensee products and tools, industry and regional key performance indicators (KPIs), benchmarks, and statistical results such as averages and means, for distribution to and the benefit of ENC customers generally. De-identified data and analyses may be shared with third parties such as consultants, vendors, educational and public entities.

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9. CONFIDENTIAL INFORMATION.

9.1. Definition of Confidential Information. “Confidential Information” is any document or other media or tangible items that relates to research, development, trade secrets, clients, business affairs or that contains any other information of a Party that was not generally available to the public when received by the other Party. “Confidential Information” includes Licensee’s technology, Licensee’s utility billing and rate information, ENC’s technology, and the terms and conditions of this Agreement. “Confidential Information” does not include information that: (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party.

9.2. Protection of Confidential Information. Each Party acknowledges that it will or may have access to Confidential Information of the other Party and therefore each Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that Party’s attorneys, accountants and other advisors as reasonably necessary and providing that they agree to be bound by obligations of confidentiality at least as strict as those contained herein), nor permit any of its partners, shareholders, directors, officers, employees, agents or contracting parties to use or disclose, any of the other Party’s Confidential Information and will take precautions necessary to protect the confidentiality of such Confidential Information using the same degree of care used to protect its own Confidential Information, but in any case using no less than a reasonable degree of care.

9.3. Compelled Disclosure. The receiving Party may disclose Confidential Information pursuant to the requirements of a governmental agency or as required by law, provided that it gives the disclosing Party reasonable prior written notice sufficient to permit the disclosing Party to contest such disclosure. If the disclosing Party is not successful in precluding the requesting legal body from requiring disclosure of the Confidential Information, the receiving Party shall furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded with the Confidential Information.

9.4. Ownership of Confidential Information. All Confidential Information disclosed pursuant to this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of the disclosing Party. All such information in tangible form shall be returned to the disclosing Party promptly upon written request or the termination or expiration of this Agreement and shall not thereafter be retained in any form by the receiving Party, its Affiliates, or any employees or independent contractors of the receiving Party or its Affiliates.

9.5. Survival. SECTION 9 SHALL REMAIN IN FULL FORCE AND EFFECT FOR SO LONG AS EITHER PARTY RETAINS ANY CONFIDENTIAL INFORMATION OF THE OTHER PARTY.

10. INDEMNIFICATION.

10.1. Indemnification by ENC. ENC will defend Licensee against any claim, demand, suit, or proceeding (“Claim”) made or brought against Licensee by a third party alleging that the use of the Subscription Services as permitted hereunder infringes or misappropriates the intellectual property rights of such third party, and ENC shall indemnify and hold harmless Licensee from and against any damages finally awarded against, and for reasonable attorney’s fees incurred by, Licensee in connection with any such Claim.

10.2. Indemnification by Licensee. Licensee shall defend ENC against any Claim made or brought against ENC alleging that Licensee Data, or Licensee’s use of the Subscription Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify and hold ENC harmless from and against any damages finally awarded against, and for reasonable attorney’s fees incurred by, ENC in connection with any such Claim.

10.3. Exclusive Remedy. ENC shall have no obligation under Section 10.1 for any Claim to the extent arising out of or is based upon: (i) Licensee’s use of the Subscription Services not in compliance with this Agreement or the Documentation; (ii) Licensee’s combination of the Subscription Services with software, hardware, system, data, or other materials not supplied or authorized by ENC (unless expressly permitted by the Documentation) without ENC’s prior written authorization; (iii) ENC’s adherence to Licensee’s written specifications or written instructions pursuant to a separate SOW or (iv) the Licensee Data. In the

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event an infringement or misappropriation Claim involving the Subscription Services is brought or threatened, or is likely to be brought or threatened in ENC's reasonable opinion, ENC will, at its sole option and expense: (x) procure for Licensee the right to continue to use the Subscription Services, (y) modify the Subscription Services in a manner that does not materially degrade the functionality of the Subscription Services functionality, or (z) terminate the affected Subscription Services and, with respect to such termination, refund the unearned portion of the applicable pre-paid Fees. Notwithstanding anything else herein, the foregoing indemnification obligations are ENC's only obligations and liability, and Licensee's exclusive remedy, in respect of any infringement or misappropriation Claim.

10.4. Process. Each Party seeking indemnification hereunder shall provide the other Party with: (i) prompt written notice of any Claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying Party's expense. Notwithstanding the foregoing, the indemnifying Party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified Party (which amounts must be subject to indemnification by the indemnifying Party) without the indemnified Party's written consent.

11. LIMITATION OF LIABILITY.

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON OR ENTITY FOR (I) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE, HOWEVER ARISING, UNDER ANY THEORY OF LIABILITY, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SUBSCRIPTION SERVICES OR THESE TERMS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) DIRECT DAMAGES IN EXCESS OF THE FEES ACTUALLY PAID OR PAYABLE BY LICENSEE UNDER THE APPLICABLE ORDER FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM RESULTING IN SUCH DAMAGES AROSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS DO NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, A BREACH BY LICENSEE OF SECTION 2 OR LICENSEE'S FAILURE TO REMIT ALL FEES PROPERLY DUE AND OWING TO ENC.

12. INSURANCE.

12.1. During the Term, ENC will maintain in effect, at all times, all the insurance specified below with insurers having an A.M. Best rating of A-VIII or better.

12.2. Commercial General Liability Insurance. ENC shall maintain commercial general liability insurance ("CGL") with a limit of not less than $1,000,000 per occurrence, and $2,000,000 aggregate.

12.3. Workers' Compensation and Employer's Liability Insurance. ENC shall maintain statutory workers' compensation insurance as required by applicable laws. ENC shall also maintain employer's liability insurance. The limit for each policy shall not be less than $500,000 per occurrence.

12.4. Business Auto Liability Insurance. ENC shall maintain business auto liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned.

12.5. Excess/Umbrella Liability Insurance. ENC shall maintain excess or umbrella liability insurance with a limit of not less than $4,000,000 per occurrence.

12.6. Errors and Omissions Insurance. ENC shall maintain errors and omissions insurance with a limit of not less than $5,000,000.

12.7. Certificates of insurance evidencing all these coverages shall be provided to Licensee upon request once each year during the Term.

13. GENERAL TERMS.

13.1. Changes to the Subscription Services. ENC may modify the Subscription Services from time to time by removing unused features or substituting outdated features with new features that have similar or improved functionality or otherwise, as may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands.

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13.2. Notice. Any notices required by this Agreement, or any attachment hereto, shall be in writing and shall be given to the parties by hand, by nationally recognized overnight courier service or by express, registered, or certified mail, postage prepaid, return receipt requested or by email (provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) day after transmission of the e-mail). Notices shall be deemed to have been given upon actual receipt thereof. Notices to ENC shall be directed via mail to EnergyCAP, LLC, 360 Discovery Drive, Boalsburg, PA, 16827, via fax: 719.623.0577, or via email: Accounts.Receivable@EnergyCAP.com.

13.3. Governing Law and Jurisdiction. This Agreement shall be governed by, construed in accordance, and subject to the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Any disputes relating to this Agreement shall be resolved exclusively in the state or federal courts located in the state of the Party initiating the dispute and each Party irrevocably consents to the jurisdiction of such courts.

13.4. Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

13.5. Force Majeure. A Party shall be excused from complying with this Agreement and the Orders if, to the extent, and for as long as, such Party's compliance is delayed or prevented by a Force Majeure Event; provided, however, a Force Majeure Event shall not excuse performing duties that are unrelated to the Force Majeure Event, including discharging financial obligations.

13.6. Export Compliance. Each Party shall comply with the export laws and regulations of the United States in providing and using the Services. Without limiting the foregoing, (i) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

13.7. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

13.8. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.9. Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

13.10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.11. Attorney Fees. If either Party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing Party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including, attorneys' and experts' fees and costs. Licensee shall be responsible for any collection fees incurred by ENC in collecting Fees.

13.12. Assignment. Neither Party may assign this Agreement or any Order without the prior written consent of the other Party, except to an Affiliate or an entity that acquires all or substantially all of its stock, business or assets, whether through merger, consolidation, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

13.13. Entire Agreement. This Agreement, together with any Order, attachments and all documents incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement shall take precedence over any conflicting terms in any Order or any Licensee-provided purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Licensee's purchase orders or invoices will be of no force or effect.

13.14. Modifications. This Agreement can only be modified, changed, or amended in writing and signed by a duly authorized representative of each of the parties.

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IN WITNESS, WHEREOF, the parties, by their duly authorized representatives, have caused this Agreement to be executed as of the date first written below.

Licensee
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

EnergyCAP
EnergyCAP, LLC
360 Discovery Drive
Boalsburg, PA 16827

By: _____
(Signature)
Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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EnergyCAP UtilityManagement Terms

Licensee's right to access and use the EnergyCAP UtilityManagement modules listed on the applicable Order (the "EnergyCAP Services") is subject to the following additional terms. If there is a conflict between the terms set forth below and the Agreement, the terms set forth below control for purposes of the EnergyCAP UtilityManagement Services:

Licensee's right to access and use the EnergyCAP UtilityManagement modules listed on the applicable Order (the "EnergyCAP Services") is subject to the following additional terms. If there is a conflict between the terms set forth below and the Agreement, the terms set forth below control for purposes of the EnergyCAP UtilityManagement Services:

1. Additional Definitions:
    a. "Meter" means a point of service as itemized on a vendor bill and tracked in the Services as a meter/logical device. A Meter may represent points of service for which no physical meter exists, such as sewer, fire lines, outdoor lighting, fuel oil tanks, storm drainage, internet service provider and telephone service, etc. Meter records that are used in split, calculated, and virtual bill processes for chargeback, cost allocation, and distribution purposes are included in the total Meter count for purposes of this Agreement.
2. The Fees listed in the applicable Order are based upon the Licensee's Meter inventory and Licensee's current software module utilization needs as of the Effective Date. All Meters present in the database will count against the total Meter count. The number of Meters will be reviewed quarterly. Excess utilization (i.e., Meters in excess of the amount stated on the applicable Order) will be billed quarterly in arrears at the per Tier annualized "Cost per Meter" set forth on the Order.
3. Hosting services include the ability to store bill images and file attachments for up to five (5) Gigabytes of storage or at the storage limits set forth in the applicable Order (if greater).

ADDITIONAL TERMS FOR SUBSCRIPTION DATA SERVICES – applicable to EnergyCAP UtilityManagement and EnergyCAP CarbonHub – as set forth on the applicable Order.

Licensee's use of (i) the interface to ENERGY STAR Portfolio Manager, (ii) Weather Data, and/or (iii) Greenhouse Gas Emission factor updates (each, a "Subscription Product" and, collectively, the "Subscription Products") are subject to the terms set forth below:

1. The Subscription Products and contents therein are property of ENC or its independent third-party providers. Third party content and/or data may be imported or may be accessible via links from our Products. Licensee acknowledges and agrees that ENC is not responsible for and assumes no liability for any loss or damages which may be incurred as a result of any mistakes, omissions, or incorrect data or representations or any other form of content provided by ENC.
2. The SUBSCRIPTION PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Neither ENC, nor any data suppliers or third-party providers make any warranty whatsoever as to the accuracy or completeness of the content or the results to be obtained from using the information contained therein, and neither ENC nor any data suppliers or third-party providers will be responsible for any claims attributable to errors, omissions, or other inaccuracies in the information contained in the content or results thereof. The entire risk for the results and performance of the Subscription Products is assumed by Licensee.

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LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,499-$10,000), formal quotes ($10,001 - $29,999.99), or formal bid ($30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name James Bush Division/Dept Env Services

Phone 859-425-2879 Email jbush@lexingtonky.gov

Type of Purchase: ( ) Goods/Materials/Equipment (X) Services

Cost: see quote Q-04820

Sole Source Request for the Purchase of:

EnergyCAP Software Subscription Renewal

☐ One Time Purchase ■ To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name EnergyCAP, LLC

Contact Name Bryan Panaccione

Address 360 Discovery Drive

Phone 302-593-2009 Email Bryan.Panaccione@energycap.com

STATEMENT OF NEED: (Add additional pages as needed)

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**

EnergyCAP software hs been used by LFUCG since 2010 to track utility consumption / expenses.

The software was custom configured for LFUCG facilities & budgeting codes.

Service and support are considered above average. Using an alternate provider would require re-building the database and migration of years of data.

2. **Below are eligible reasons for sole source. Check one and describe.**

☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☐ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☐ Uniqueness of the service. Describe.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

-

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. **Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

RFP # 33-2009 was conducted to select a utility management software system.
Re-building the database would cost in excess of $100,000

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

The annual fee represents less than a tenth of a percent of tracked LFUCG utility expenses.

5. **Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

EnergyCAP has proven to be a valuable tool in understanding LFUCG's utility bills & identifying
opportunities for cost savings. Overall, the energy management program has helped
achieve more than $1M in account-related savings.

RESOLUTION NO. ____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT WITH ENERGYCAP, LLC, FOR SUBSCRIPTION SERVICES RELATED TO ENERGYCAP UTILITY MANAGEMENT SOFTWARE, AT A COST NOT TO EXCEED $14,406.63 IN THE FIRST YEAR (FY26), AND TO ESTABLISH ENERGYCAP, LLC, AS A SOLE-SOURCE PROVIDER; ALL CONTINGENT UPON BUDGETING OF SUFFICIENT FUNDS.

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 a multi-year agreement, which is attached hereto and incorporated herein by reference, with EnergyCAP, LLC, for subscription services related to EnergyCAP Utility Management software, and to establish EnergyCAP, LLC, as a sole-source provider.

Section 2 - That an amount, not to exceed the sum of $14,406.63 in the first year, be and hereby is approved for payment to EnergyCAP, from account # 1101-313201-3093-77802 (up to $5,850.00), 1115-313201-3093-77802 (up to $5,850.00), and 4002-313201-3093-77802 (up to $2,750.00), pursuant to the terms of the agreement, and contingent upon budgeting of sufficient funds.

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
216-25:CWE:4919-8343-2225, v. 1

RESOLUTION NO. 108 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT WITH ENERGYCAP, LLC, FOR SUBSCRIPTION SERVICES RELATED TO ENERGYCAP UTILITY MANAGEMENT SOFTWARE, AT A COST NOT TO EXCEED $14,406.63 IN THE FIRST YEAR (FY26), AND TO ESTABLISH ENERGYCAP, LLC, AS A SOLE-SOURCE PROVIDER; ALL CONTINGENT UPON BUDGETING OF SUFFICIENT FUNDS.

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 a multi-year agreement, which is attached hereto and incorporated herein by reference, with EnergyCAP, LLC, for subscription services related to EnergyCAP Utility Management software, and to establish EnergyCAP, LLC, as a sole-source provider.

Section 2 - That an amount, not to exceed the sum of $14,406.63 in the first year, be and hereby is approved for payment to EnergyCAP, from account # 1101-313201-3093-77802 (up to $5,850.00), 1115-313201-3093-77802 (up to $5,850.00), and 4002-313201-3093-77802 (up to $2,750.00), pursuant to the terms of the agreement, and contingent upon budgeting of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

216-25:CWE:4919-8343-2225, v. 1

ENERGYCAP

Prepared For:
Lexington-Fayette Urban County Government
Attn: Accounts Payable
200 East Main Street
Lexington, Kentucky 40507

Date: 2/3/2025
Subscription Effective Date: 7/1/2025

Quote Number: Q-04820
Expiration: 6/30/2025
Initial Term: 36 Months

Pricing Summary – 7/1/2025 – 6/30/2026

Subscription Services

Item	Description	Annual Price
Software License	EnergyCAP UtilityManagement – Enterprise – Base License	$9,604.41
Software License	EnergyCAP UtilityManagement – Enterprise – Accounting Interface	$1,600.74
Software License	EnergyCAP Utility Management – Enterprise – Interval Data	$1,600.74
Software License	EnergyCAP UtilityManagement – Enterprise – Chargebacks	$1,600.74
	Total Fee – Year 1	**$14,406.63**

Scope Details

Product Scope and Details

Subscription Services – 3 Year Term 7/1/2025 – 6/30/2028			
Items	Year 1 7/1/2025 – 6/30/2026	Year 2 7/1/2026 – 6/30/2027	Year 3 7/1/2027 – 6/30/2028
EnergyCAP Utility Management – 5,000 Meters	$9,604.41	$10,084.63	$10,588.86
Accounting Interface	$1,600.74	$1,680.78	$1,764.82
Interval Data	$1,600.74	$1,680.78	$1,764.82
Chargebacks	$1,600.74	$1,680.78	$1,764.82
Sales Tax	-	-	-
Total 5-Year Pricing Summary	**$14,406.63**	**$15,126.97**	**$15,883.32**

Scope Details

Product Scope and Details

Subscription Details	
Licensed Software Features	Included: Base License; Chargebacks, Accounting Integration, Chargebacks
Subscription Effective Date	7/01/2025
Initial Term	3 Years
Licensed Number of Meters	5,000
Licensed Number of Users	Unlimited

Invoicing Schedule

Total Fee

Invoice - Upon Contract Execution

Subscription Services	100%

Terms and Conditions

1. This quote and product pricing are the proprietary property of EnergyCAP, LLC (ENC), are provided to the recipient at recipient's request, and may not be divulged to any third parties.
2. To order, please sign and return this Order Form.
3. The terms and conditions for using EnergyCAP, LLC's software products and services are governed by the current written agreement between EnergyCAP, LLC and Licensee. In the absence of a current executed agreement, the standard EnergyCAP Master Subscription Agreement will be provided and is incorporated herein and is available online at www.EnergyCAP.com/Legal
4. The terms of any Licensee-provided purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Licensee's purchase orders or invoices will be of no force or effect.

Acknowledgement

I signify that I am an authorized representative of the organization named above. My signature below confirms the organization's intent to purchase the above-noted products and services ("Products") and authorizes EnergyCAP, LLC to deliver and invoice for the Products under the Terms & Conditions outlined herein.

Signature: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 4/11/25

PO #: _____

ENERGYCAP®

Lexington-Fayette Urban County Government

EnergyCAP Subscription Agreement

EnergyCAP, LLC

360 Discovery Drive
Boalsburg, PA 16827

T: 877-327-3702
F: 719-623-0577

ENERGYCAP.

EnergyCAP® Subscription Agreement

This Subscription Agreement (this "Agreement"), dated as of July 1st, 2025 ("Effective Date"), is by and between EnergyCAP, LLC, a Delaware limited liability company ("ENC"), and Lexington-Fayette Urban County Government ("Licensee") for use of the Subscription Services (as defined below). ENC and Licensee are referred to individually as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. DEFINITIONS.

1.1. "Applicable Law" means any statute, ordinance, judicial decision, executive order, directive, or regulation having the force and effect of law in each case to the extent applicable to a Party, the Services or, in connection with this Agreement.

1.2. "Defect" has the meaning assigned in Section 6.1.2 below.

1.3. "Documentation" means any explanatory materials, such as user manuals, training manuals, specifications regarding the implementation and use of the Subscription Services (electronic or written) that is provided by ENC regarding the Subscription Services, as may be updated from time to time.

1.4. "Fees" means any fees due for the Subscription Services set forth on the applicable Order.

1.5. "Force Majeure Event" means any event or circumstance that is beyond the control of an affected Party and that prevents the performance of any of the affected Party's obligations under this Agreement or prevents Licensee from using the benefits of the Subscription Services including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers; provided, however, "Force Majeure Event" expressly excludes any event that ENC could reasonably have prevented by testing, reasonable work around, other exercise of diligence or the use of technology common and prevalent in the industry.

1.6. "Initial Term" has the meaning assigned in Section 3.1.

1.7. "Licensee Data" means all data uploaded into the Subscriptions Services or otherwise provided to ENC for purposes of providing the Subscription Services.

1.8. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.

1.9. "Material Subcontractor" means third-party contracted to perform a substantial part of the Subscription Services.

1.10. "Order" means any mutually agreed document referencing this Agreement that defines the specific Subscription Services purchased by Licensee pursuant to this Agreement.

1.11. "Professional Services" means the consulting, development, implementation, training, and other services described in a mutually agreed statement of work (each, a "SOW") executed by the Parties.

1.12. "Renewal Term" has the meaning assigned in Section 3.1.

1.13. "Subscription Services" means the online, web-based applications and platform provided by ENC as specifically described on the applicable Order.

1.14. "Support Services" means the services described in Section 6 below.

1.15. "Term" means the Initial Term and each Renewal Term, collectively.

1.16. "Users" means individuals who are authorized by Licensee to use the Subscription Services and who have been supplied user identifications and passwords by Licensee (or by ENC at Licensee's request). Users may include Licensee's employees, consultants, contractors, and agents.

2. LICENSE GRANT; RESTRICTIONS.

2.1. During the Term, ENC hereby grants Licensee a right to access and use the Subscription Services in

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accordance with the Documentation, this Agreement and the limitations set forth in the applicable Order.

2.1.1. Licensee may authorize its Users to access and use the Subscription Services. Licensee is responsible for (i) the confidentiality of all usernames and passwords and all activities that occur under such usernames; and (ii) each User's compliance with the terms of this Agreement. Licensee shall promptly notify ENC of any suspected unauthorized access to the Subscription Services.

2.1.2. Licensee may (i) include its company name or logo in the Subscription Services interface and reports; and/or (ii) create its own branded login screen; however, the EnergyCAP logo and other identifiable EnergyCAP content may be present throughout the application and in help content.

2.1.3. Licensee is responsible for the telecommunications, broadband and computer equipment and services needed to access and use Subscription Services.

2.2. Licensee will not (i) alter, modify, or adapt the Subscription Services or Documentation, in whole or in part, in any way; (ii) disassemble, decompile, reverse engineer, translate or create derivative works of the Subscription Services; or (iii) transfer, distribute, rent, sub-license, or lease the Subscription Services or the Documentation; (iv) use any external program to alter, edit or append records to the data files without using ENC-provided external tools and interfaces; (v) remove, alter or obscure any product identification, copyright or proprietary notices; (vi) upload or provide any information or materials that are defamatory, offensive, abusive, obscene, of menacing character, or that violate any third party's privacy or intellectual property rights; (vii) use the Subscription Services to threaten, defame, bully, harass, or harm persons or their property; (viii) send, store or distribute any Malicious Code with the intent or effect of damaging, destroying, disrupting, monitoring or otherwise impairing ENC's or any third party's network, computer system, or other equipment, or any third party data contained therein; or (ix) access the Subscription Services or use the Documentation in order to build a similar or competitive product.

2.3. For purposes of this agreement ENC's hosting cloud providers and other resources used to perform the Subscription Services shall not be considered Material Subcontractors.

3. TERM.

3.1. All Subscription Services will be provided beginning on the effective date of the applicable Order (the "Order Effective Date") and continuing the initial term identified on the applicable Order (the "Initial Term") unless earlier terminated in accordance with this Agreement. Upon completion of the Initial Term, the term for all Subscription Services will automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") unless a different renewal period is specified on the applicable Order. Each Party must provide at least thirty (30) days' written notice if they intend for the Subscription Services to expire at the end of the Initial Term or the then-current Renewal Term. The Fees payable during any Renewal Term will be increased by ten percent (10%) (unless the pricing in such prior Term was designated in the applicable Order as promotional or one-time) over the Fees paid during the prior Term and will be further adjusted to account for any increase in the scope of the Subscription Services. In the event that any prior term was designated in the applicable Order as promotional or one-time, ENC shall provide 30-days' notice for any price increases in a renewal term unless otherwise stated in the applicable Order.

3.2. A Party may terminate this Agreement and/or any then current Order for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period or such longer period as may be mutually agreed in writing; or (ii) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

3.3. ENC may terminate this Agreement and/or any then current Order if Licensee fails to remit payment within ten (10) days after written notice from ENC with respect to any unpaid invoice.

3.4. Upon any termination for cause by Licensee, ENC shall refund any prepaid Fees covering the remainder of the then current Term. Upon any termination for cause by ENC, Licensee shall pay all Fees due and to become due during the Term of any then current Order(s). In no event shall any termination relieve Licensee of its obligation to pay any Fees due for Services provided prior to the effective date of termination.

3.5. During the period of ten (10) days after the effective date of termination of the applicable Order, Licensee may retrieve Licensee Data via existing reports, out-of-the box export capabilities or from screen captures. After such 10-day period, ENC shall have no obligation to provide any Licensee Data to Licensee or otherwise maintain the Licensee Data and may thereafter, unless legally prohibited, delete all Licensee

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Data in its systems or otherwise in ENC's possession or under ENC's control.

3.6. ENC may suspend Licensee's access to or use of any of the Subscription Services without notice if ENC reasonably believes that such suspension is necessary to preserve the security, integrity, or accessibility of the Subscription Services or in the event of delinquent payment by Licensee. In the event that access to the Subscription Services is suspended for delinquent payment by Licensee, Fees for such Subscription Services will still be applicable during the suspension period.

3.7. Surviving Provisions. Section 3.4, Section 3.6, Section 4.2, Sections 7 through 11 and Section 14 shall survive any termination or expiration of this Agreement.

4. WARRANTIES; DISCLAIMERS.

4.1. ENC warrants that during the Term the Subscription Services will perform materially in accordance with the Documentation and the functionality of the Subscription Services will not be materially decreased. In the event of any breach of the foregoing warranty, ENC will use commercially reasonable efforts to correct the reported non-conformity and/or breach, at no charge to Licensee, or if ENC is unable to do so within a reasonable period, not to exceed thirty (30) days, Licensee may terminate the applicable Order, and Licensee will receive a pro-rata refund of any unearned Fees, based on the date Licensee reported the non-conformance, that Licensee has pre-paid for the Subscription Services.

4.2. **Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SUBSCRIPTION SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. SUPPLIER DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL RUN WITHOUT ERROR OR BE PROBLEM-FREE.

5. HOSTING SERVICES; SECURITY; PROFESSIONAL SERVICES.

5.1. ENC will make the Subscription Services available 99% of the time determined on a quarterly basis during the Term except for: (a) planned downtime (of which ENC will provide at least 8 hours' prior notice which notice will be provided via the Subscription Services and be scheduled to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Friday to 6:00 a.m. Eastern time Monday), or (b) any unavailability caused by a Force Majeure Event.

5.2. ENC will implement and maintain administrative, physical, and technical safeguards designed to ensure that the Subscription Services meet then-current and relevant industry standards relating to the privacy, security, confidentiality, integrity, and availability of Licensee Data, including by maintaining a written information security program that includes applicable policies, procedures, training, and technology controls designed to protect Licensee Data from unauthorized access, use, disclosure, alteration, or destruction. ENC will only use and/or process Licensee Data in accordance with this Agreement and for purposes of providing the Services.

5.3. ENC will promptly (and in any event within forty-eight (48) hours) notify Licensee in the event of the occurrence of any unauthorized access to Licensee Data (a "Data Privacy Breach"). ENC will provide as many details as known at that time (and regularly update Licensee thereafter in writing or by email followed by a written notification) setting out in reasonable detail, without limitation, the nature of the information compromised, threatened, or potentially compromised, the specific information compromised or potentially compromised and of all events which may adversely affect ENC's ability to provide the Subscription Services. ENC further agrees to provide reasonable assistance and cooperation requested by Licensee in the furtherance of any correction, remediation, or investigation of any Data Privacy Breach.

5.4. ENC grants to Licensee a limited, nonexclusive, nontransferable, non-sublicensable, worldwide, license during the Subscription Term to use and make calls to the API to develop, implement and distribute Licensee-owned applications solely for use by Licensee and its End Users in connection with the Subscription Services. ENC may modify, amend, change, or deprecate all or part of any API in its reasonable discretion at any time (an "API Modification"). ENC shall use commercially reasonable efforts to notify Licensee of any such actions as soon as reasonably practical. Licensee shall, within thirty (30) days from the date of first notice of any API Modification(s) (or such shorter period of time specified in the notice of the API Modification(s)) (the "Conformance Period") comply with such modification(s) by (i) implementing and using the most current version of the API, (ii) making any changes to Licensee's application using the API that may be required as a result of such API Modification, (iii) using commercially

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reasonable efforts to stop distribution of all prior versions of Licensee applications using the API and (iv) using commercially reasonable efforts to upgrade all prior versions of Licensee's applications using the API then in use to the most recent version. Licensee acknowledges that an API Modification may have a material adverse effect on Licensee's applications using the API, including causing such applications to not operate as designed. ENC shall have no liability of any kind to Licensee or any User with respect to such API Modifications or any adverse effects resulting from the use or failure to use such API Modifications. ENC reserves the right to monitor and enforce, within reason, rate-limiting and throttling of API calls.

5.5. ENC will provide Professional Services in accordance with the terms set forth on Exhibit 1 to this Agreement.

6. SUPPORT SERVICES.

6.1. During the Term:

6.1.1. ENC will provide (i) all enhancements and updates to the Subscription Services that are not separately marketed by ENC and are made available by ENC to its customers generally during the Term to Licensee. ENC will use reasonable efforts to notify Licensee at least two weeks in advance of all major enhancements which require planned downtime. Release notes will be provided and made available to Licensee at the same time and in the same format as ENC provides to its customers generally.; (ii) Support Services for the Subscription Services such that the Subscription Services perform substantially in accordance with Documentation.

6.1.2. ENC will use commercially reasonable efforts to correct or replace Subscription Services and/or provide Support Services to remedy any failure of the Subscription Services to perform substantially in accordance with Documentation (a "Defect"). SUCH CORRECTION, REPLACEMENT, OR SUPPORT SERVICES SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY, AND ENC SHALL HAVE NO OTHER LIABILITY, FOR DEFECTS.

6.1.3. In the event (i) any Defect is determined by ENC to be attributable to Licensee's acts or omissions or to Licensee's software, hardware, modifications, or system changes, or (ii) Licensee requests assistance in connection with additional training, correction of database errors and/or data conversion, ENC shall provide a quotation to Licensee for additional Professional Services at its then current rates for the Professional Services.

6.1.4. Support Services will be provided during regular business hours defined as 8:00 AM-5:00 PM ET Monday through Friday except federal holidays. Licensee may receive support via the toll-free support hotline at 877-327-3702 or by submitting a support ticket at https://Helpcenter.EnergyCAP.com.

6.1.5. Licensee may call or submit support tickets via the online support ticketing system only to report a Defect, but not a "how do I?" operating or training question.

6.1.6. After-Hours Support Services are available via the support ticket system and online help manuals accessible from within the Subscription Services. Support tickets submitted after 5:00 PM ET will be addressed at the start of the next business day. ENC will use reasonable efforts to respond to all support requests in accordance with the times set forth in the table below.

Service Level	Response	Resolution	Definition
Critical	1 business hour	1 business day	The Subscription Services is offline or unavailable, data has been corrupted or lost and must be restored from a backup, and/or a business-critical feature/function is not available.
High	2 business hours	2 business days	Important features of the Subscription Services are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
Medium	8 business hours	5 business days	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, or

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Service Level	Response	Resolution	Definition
			configuration; bug affecting a small number of users. Acceptable workaround available.

6.2. Licensee is responsible for (a) any services relating to software or hardware not provided by ENC, including, without limitation, any programming performed by Licensee; (b) training of current or new Licensee employees (technical support requests may not be used as a substitute for software training); and (c) correction of user errors and database errors; (d) supporting software and hardware such as operating systems, browsers, and client workstations.

6.3. Premium Maintenance (if purchased) includes support for all ENC developed interfaces, reformatters, custom reports, and other deliverables as part of the applicable Order for purposes of ensuring that all custom developed ENC deliverables function as documented after upgrades are released.

6.4. Except as set forth in the Premium Maintenance clause 6.3, Support Services and Premium Maintenance do not include revisions to deliverables. If revisions are requested, then ENC shall provide a quotation to Licensee for Professional Services at ENC's then-current rates for such services.

7. FEES, PAYMENT TERMS.

7.1. ENC agrees to invoice Licensee and Licensee shall pay for the Subscription Services in accordance with the terms set forth in the applicable Order. Payment is due within 30 days from the date of the applicable invoice unless otherwise set forth in the applicable Order.

7.2. Licensee shall be responsible for all taxes imposed by any governmental agency with respect to the Subscription Services and related services rendered by ENC other than taxes based on ENC's income or property.

7.3. If any undisputed amount owed hereunder is more than 30 days past due, and ENC promptly provided written notice of the amount past due, ENC may impose a late payment fee not exceeding the lesser of 1% per month and the maximum amount permitted by law on the undisputed amount past due.

8. PROPRIETARY RIGHTS.

8.1. Reservation of Rights. The Subscription Services and the Documentation, and any and all enhancements, modifications, improvements or derivative works thereto, whether or not created or developed in conjunction with Licensee (collectively, the "Enhancements") are and will remain the sole and exclusive property of ENC. Except for the rights granted pursuant to this Agreement, ENC retains all copyrights, patents, trade secrets, trademarks, and all other intellectual property interests in and to the Subscription Services and the Enhancements.

8.2. Licensee Data. As between Licensee and ENC, Licensee exclusively owns all rights, title and interest in and to all of Licensee Data and is solely responsible for the accuracy, quality, integrity and legality of Licensee Data and of the means by which Licensee acquired the Licensee Data. Licensee grants ENC and its third-party providers a non-exclusive, worldwide, royalty-free and fully paid license to use the Licensee Data solely as necessary to perform the Subscription Services.

8.3. Feedback. The parties acknowledge that the Subscription Services may collect and aggregate certain de-identified information and data regarding the use and operation of the Subscription Services by Licensee. Licensee agrees that ENC may utilize such information and data as well as any Licensee suggestions, enhancement requests or other recommendations (collectively, "Feedback") for any lawful business purpose, without a duty of accounting to Licensee so long as such Feedback does not identify Licensee or Licensee Data. No compensation shall be paid with respect to ENC's use of Feedback.

8.4. Licensee grants ENC a non-exclusive, royalty-free license to Use De-identified Licensee data in business intelligence initiatives. "De-identified" means data that is not attributable to or identifiable as specific buildings, utility accounts, utility meters or premise addresses in a manner that could allow an observer to identify the point of service. "Use" means analysis for purposes of creating and displaying useful data-based cross-licensee products and tools, industry and regional key performance indicators (KPIs), benchmarks, and statistical results such as averages and means, for distribution to and the benefit of ENC customers generally. De-identified data and analyses may be shared with third parties such as consultants, vendors, educational and public entities.

9. CONFIDENTIAL INFORMATION.

9.1. Definition of Confidential Information. "Confidential Information" is any document or other media or tangible items that relates to research, development, trade secrets, clients, business affairs or that contains any other information of a Party that was not generally available to the public when received by the other Party. "Confidential Information" includes Licensee's technology, Licensee's utility billing and rate information, ENC's technology, and the terms and conditions of this Agreement. "Confidential Information" does not include information that: (i) is known to the receiving Party prior to receipt from the disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party.

9.2. Protection of Confidential Information. Each Party acknowledges that it will or may have access to Confidential Information of the other Party and therefore each Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that Party's attorneys, accountants and other advisors as reasonably necessary and providing that they agree to be bound by obligations of confidentiality at least as strict as those contained herein), nor permit any of its partners, shareholders, directors, officers, employees, agents or contracting parties to use or disclose, any of the other Party's Confidential Information and will take precautions necessary to protect the confidentiality of such Confidential Information using the same degree of care used to protect its own Confidential Information, but in any case using no less than a reasonable degree of care.

9.3. Compelled Disclosure. The receiving Party may disclose Confidential Information pursuant to the requirements of a governmental agency or as required by law, provided that it gives the disclosing Party reasonable prior written notice sufficient to permit the disclosing Party to contest such disclosure. If the disclosing Party is not successful in precluding the requesting legal body from requiring disclosure of the Confidential Information, the receiving Party shall furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded with the Confidential Information.

9.4. Ownership of Confidential Information. All Confidential Information disclosed pursuant to this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of the disclosing Party. All such information in tangible form shall be returned to the disclosing Party promptly upon written request or the termination or expiration of this Agreement and shall not thereafter be retained in any form by the receiving Party, its Affiliates, or any employees or independent contractors of the receiving Party or its Affiliates.

9.5. Survival. SECTION 9 SHALL REMAIN IN FULL FORCE AND EFFECT FOR SO LONG AS EITHER PARTY RETAINS ANY CONFIDENTIAL INFORMATION OF THE OTHER PARTY.

10. INDEMNIFICATION.

10.1. Indemnification by ENC. ENC will defend Licensee against any claim, demand, suit, or proceeding ("Claim") made or brought against Licensee by a third party alleging that the use of the Subscription Services as permitted hereunder infringes or misappropriates the intellectual property rights of such third party, and ENC shall indemnify and hold harmless Licensee from and against any damages finally awarded against, and for reasonable attorney's fees incurred by, Licensee in connection with any such Claim.

10.2. Indemnification by Licensee. Licensee shall defend ENC against any Claim made or brought against ENC alleging that Licensee Data, or Licensee's use of the Subscription Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify and hold ENC harmless from and against any damages finally awarded against, and for reasonable attorney's fees incurred by, ENC in connection with any such Claim.

10.3. Exclusive Remedy. ENC shall have no obligation under Section 10.1 for any Claim to the extent arising out of or is based upon: (i) Licensee's use of the Subscription Services not in compliance with this Agreement or the Documentation; (ii) Licensee's combination of the Subscription Services with software, hardware, system, data, or other materials not supplied or authorized by ENC (unless expressly permitted by the Documentation) without ENC's prior written authorization; (iii) ENC's adherence to Licensee's written specifications or written instructions pursuant to a separate SOW or (iv) the Licensee Data. In the

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event an infringement or misappropriation Claim involving the Subscription Services is brought or threatened, or is likely to be brought or threatened in ENC's reasonable opinion, ENC will, at its sole option and expense: (x) procure for Licensee the right to continue to use the Subscription Services, (y) modify the Subscription Services in a manner that does not materially degrade the functionality of the Subscription Services functionality, or (z) terminate the affected Subscription Services and, with respect to such termination, refund the unearned portion of the applicable pre-paid Fees. Notwithstanding anything else herein, the foregoing indemnification obligations are ENC's only obligations and liability, and Licensee's exclusive remedy, in respect of any infringement or misappropriation Claim.

10.4. Process. Each Party seeking indemnification hereunder shall provide the other Party with: (i) prompt written notice of any Claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying Party's expense. Notwithstanding the foregoing, the indemnifying Party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified Party (which amounts must be subject to indemnification by the indemnifying Party) without the indemnified Party's written consent.

11. LIMITATION OF LIABILITY.

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON OR ENTITY FOR (I) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE, HOWEVER ARISING, UNDER ANY THEORY OF LIABILITY, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SUBSCRIPTION SERVICES OR THESE TERMS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) DIRECT DAMAGES IN EXCESS OF THE FEES ACTUALLY PAID OR PAYABLE BY LICENSEE UNDER THE APPLICABLE ORDER FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM RESULTING IN SUCH DAMAGES AROSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS DO NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, A BREACH BY LICENSEE OF SECTION 2 OR LICENSEE'S FAILURE TO REMIT ALL FEES PROPERLY DUE AND OWING TO ENC.

12. INSURANCE.

12.1. During the Term, ENC will maintain in effect, at all times, all the insurance specified below with insurers having an A.M. Best rating of A-VIII or better.

12.2. Commercial General Liability Insurance. ENC shall maintain commercial general liability insurance ("CGL") with a limit of not less than $1,000,000 per occurrence, and $2,000,000 aggregate.

12.3. Workers' Compensation and Employer's Liability Insurance. ENC shall maintain statutory workers' compensation insurance as required by applicable laws. ENC shall also maintain employer's liability insurance. The limit for each policy shall not be less than $500,000 per occurrence.

12.4. Business Auto Liability Insurance. ENC shall maintain business auto liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned.

12.5. Excess/Umbrella Liability Insurance. ENC shall maintain excess or umbrella liability insurance with a limit of not less than $4,000,000 per occurrence.

12.6. Errors and Omissions Insurance. ENC shall maintain errors and omissions insurance with a limit of not less than $5,000,000.

12.7. Certificates of insurance evidencing all these coverages shall be provided to Licensee upon request once each year during the Term.

13. GENERAL TERMS.

13.1. Changes to the Subscription Services. ENC may modify the Subscription Services from time to time by removing unused features or substituting outdated features with new features that have similar or improved functionality or otherwise, as may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands.

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13.2. Notice. Any notices required by this Agreement, or any attachment hereto, shall be in writing and shall be given to the parties by hand, by nationally recognized overnight courier service or by express, registered, or certified mail, postage prepaid, return receipt requested or by email (provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) day after transmission of the e-mail). Notices shall be deemed to have been given upon actual receipt thereof. Notices to ENC shall be directed via mail to EnergyCAP, LLC, 360 Discovery Drive, Boalsburg, PA, 16827, via fax: 719.623.0577, or via email: Accounts.Receivable@EnergyCAP.com.

13.3. Governing Law and Jurisdiction. This Agreement shall be governed by, construed in accordance, and subject to the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. Any disputes relating to this Agreement shall be resolved exclusively in the state or federal courts located in the state of the Party initiating the dispute and each Party irrevocably consents to the jurisdiction of such courts.

13.4. Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

13.5. Force Majeure. A Party shall be excused from complying with this Agreement and the Orders if, to the extent, and for as long as, such Party's compliance is delayed or prevented by a Force Majeure Event; provided, however, a Force Majeure Event shall not excuse performing duties that are unrelated to the Force Majeure Event, including discharging financial obligations.

13.6. Export Compliance. Each Party shall comply with the export laws and regulations of the United States in providing and using the Services. Without limiting the foregoing, (i) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

13.7. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

13.8. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.9. Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

13.10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.11. Attorney Fees. If either Party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing Party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including, attorneys' and experts' fees and costs. Licensee shall be responsible for any collection fees incurred by ENC in collecting Fees.

13.12. Assignment. Neither Party may assign this Agreement or any Order without the prior written consent of the other Party, except to an Affiliate or an entity that acquires all or substantially all of its stock, business or assets, whether through merger, consolidation, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

13.13. Entire Agreement. This Agreement, together with any Order, attachments and all documents incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement shall take precedence over any conflicting terms in any Order or any Licensee-provided purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Licensee's purchase orders or invoices will be of no force or effect.

13.14. Modifications. This Agreement can only be modified, changed, or amended in writing and signed by a duly authorized representative of each of the parties.

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IN WITNESS, WHEREOF, the parties, by their duly authorized representatives, have caused this Agreement to be executed as of the date first written below.

Licensee
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

By: Linda Gorton
(Signature)
Name: Linda Gorton
Title: Mayor
Date: 4/11/25

EnergyCAP
EnergyCAP, LLC
360 Discovery Drive
Boalsburg, PA 16827

By:
Name: John Heinz
Title: VP, Strategic Accounts
Date: 4/1/2025

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ENERGYCAP.

EnergyCAP UtilityManagement Terms

Licensee's right to access and use the EnergyCAP UtilityManagement modules listed on the applicable Order (the "EnergyCAP Services") is subject to the following additional terms. If there is a conflict between the terms set forth below and the Agreement, the terms set forth below control for purposes of the EnergyCAP UtilityManagement Services:

Licensee's right to access and use the EnergyCAP UtilityManagement modules listed on the applicable Order (the "EnergyCAP Services") is subject to the following additional terms. If there is a conflict between the terms set forth below and the Agreement, the terms set forth below control for purposes of the EnergyCAP UtilityManagement Services:

1. Additional Definitions:
    a. "Meter" means a point of service as itemized on a vendor bill and tracked in the Services as a meter/logical device. A Meter may represent points of service for which no physical meter exists, such as sewer, fire lines, outdoor lighting, fuel oil tanks, storm drainage, internet service provider and telephone service, etc. Meter records that are used in split, calculated, and virtual bill processes for chargeback, cost allocation, and distribution purposes are included in the total Meter count for purposes of this Agreement.
2. The Fees listed in the applicable Order are based upon the Licensee's Meter inventory and Licensee's current software module utilization needs as of the Effective Date. All Meters present in the database will count against the total Meter count. The number of Meters will be reviewed quarterly. Excess utilization (i.e., Meters in excess of the amount stated on the applicable Order) will be billed quarterly in arrears at the per Tier annualized "Cost per Meter" set forth on the Order.
3. Hosting services include the ability to store bill images and file attachments for up to five (5) Gigabytes of storage or at the storage limits set forth in the applicable Order (if greater).

ADDITIONAL TERMS FOR SUBSCRIPTION DATA SERVICES – applicable to EnergyCAP UtilityManagement and EnergyCAP CarbonHub – as set forth on the applicable Order.

Licensee's use of (i) the interface to ENERGY STAR Portfolio Manager, (ii) Weather Data, and/or (iii) Greenhouse Gas Emission factor updates (each, a "Subscription Product" and, collectively, the "Subscription Products") are subject to the terms set forth below:

1. The Subscription Products and contents therein are property of ENC or its independent third-party providers. Third party content and/or data may be imported or may be accessible via links from our Products. Licensee acknowledges and agrees that ENC is not responsible for and assumes no liability for any loss or damages which may be incurred as a result of any mistakes, omissions, or incorrect data or representations or any other form of content provided by ENC.
2. The SUBSCRIPTION PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Neither ENC, nor any data suppliers or third-party providers make any warranty whatsoever as to the accuracy or completeness of the content or the results to be obtained from using the information contained therein, and neither ENC nor any data suppliers or third-party providers will be responsible for any claims attributable to errors, omissions, or other inaccuracies in the information contained in the content or results thereof. The entire risk for the results and performance of the Subscription Products is assumed by Licensee.

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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0217-25

File ID: 0217-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 097-2025 **In Control:** Urban County Council

File Created: 02/21/2025

File Name: Phoenix Element Design Change Order #3 **Final Action:** 03/06/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 3 to the Agreement with Element Design, for the LFUCG Phoenix Reimagined, increasing the Contract price by the sum of $7,500, from $207,450 to $214,950. [Div. of Parks and Recreation, Conrad]

Notes: SAF in CCO copy sent back to Monica Conrad 4/14/25 AA

Sponsors:

Enactment Date: 03/06/2025

Attachments: Phoenix Design CO3 memo signed - corrected, Phoenix Design CO3 Form, RESO 217-25 Change Order 3 Element Design 4904-6082-6656 v.1.docx, R-091-2025, Contract #097-2025 - Change Order

Enactment Number: R-091-2025

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
1	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0217-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 3 to the Agreement with Element Design, for the LFUCG Phoenix Reimagined, increasing the Contract price by the sum of $7,500, from $207,450 to

$214,950. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute Change Order #3 with Element Design for additional professional services on LFUCG Phoenix Reimagined (Contract# 236-2021) for park signage. The increased amount is $7,500.00 bringing the new Contract total to $214,950.00. Funds are Budgeted. (L0217-25) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-91015

This Fiscal Year Impact: $7,500

Annual Impact:

Project: DISTRICT03_2024

Activity: COUNCIL

Budget Reference:

Current Balance: $50,000.00

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Todd Slatin
Director of Central Purchasing

FROM: Monica Conrad, Director
Division of Parks and Recreation

DATE: 1/23/2025

SUBJECT: Change Order #3 with Element Design for additional professional services to design newly funded custom park signage

Request
Authorization to Execute Change Order #3 with Element Design for additional professional services on LFUCG Phoenix Reimagined (Contract# 236-2021). The increased amount is $7,500.00 bringing the new contract total to $214,950.00.

This change order is to add design of newly funded custom park signage.

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

The cost for this FY is: $7,500.00
The cost for future FY is: $0.00

The funds are budgeted in:
Account numbers: 1105 707602 7221 91015

File Number: 0217-25

Director/Commissioner: Conrad/Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**January 23, 2025**	
Project:	Phoenix Park Construction	
Location:	Phoenix Park	
To: Ramona Fry / Element Design 366 South Broadway, Lexington, KY 40508		
Contract No.	236-2021	
Original Contract Amt.	$135,000.00	
Cumulative Amount of Previous Change Orders	$72,450.00	
Percent Change - Previous Change Orders		53.67%
Total Contract Amount Prior to this Change Order	$207,450.00	
Change Order No.	3	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Design Services for Custom Signage		$7,500.00	
2				
3				
4				
5				
6				
	Total decrease	$0.00		
	Total increase		$7,500.00	
	Net Amount of this Change Order	$7,500.00		
	New Contract Amount Including this Change Order	$214,950.00		
	Percent Change - This Change Order			5.56%
	Percent Change - All Change Orders			59.22%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

This Change Order shall have a zero (0) calendar day time extension.

Recommended by: Sam Futia	(Project Manager)	Date 2-3-2025
Reviewed / Accepted by:	(Consultant)	Date 2/3/2025
Accepted by: N/A	(Contractor)	Date 2/4/25
Approved by:	(Director)	Date 2/4/25
Approved by: N/A (Less than 5%)	(Commissioner)	Date 2/04/25
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Phoenix Park Construction
	CONTRACT NO. 236-2021
	CHANGE ORDER #: 3

1. Additional professional services to design newly funded custom park signage.

2. Is proposed change an alternate bid? ___Yes _X__No

3. Will proposed change alter the physical size of the project? ___Yes **X**__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: None

5. Has consent of surety been obtained? _X__Yes ___Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: None

8. Effect on contract completion date: None

_____ Mayor

_____ Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 3 TO THE AGREEMENT WITH ELEMENT DESIGN, FOR THE LFUCG PHOENIX REIMAGINED, INCREASING THE CONTRACT PRICE BY THE SUM OF $7,500.00, FROM $207,450.00 TO $214,950.00.

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 to execute Change Order No. 3, which is attached hereto and incorporated herein by reference, to the Agreement with Element Design, for professional services on LFUCG Phoenix Reimagined, increasing the contract price by the sum of $7,500.00, from $207,450.00 to $214,950.00.

Section 2 – That an amount, not to exceed the sum of $7,500.00, be and hereby is approved for payment to Element Design, from the following account 1105-707602-91015, pursuant to the terms of the Change Order.

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
217-25:GET:4904-6082-6656, v. 1

RESOLUTION NO. 091 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 3 TO THE AGREEMENT WITH ELEMENT DESIGN, FOR THE LFUCG PHOENIX REIMAGINED, INCREASING THE CONTRACT PRICE BY THE SUM OF $7,500.00, FROM $207,450.00 TO $214,950.00.

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 to execute Change Order No. 3, which is attached hereto and incorporated herein by reference, to the Agreement with Element Design, for professional services on LFUCG Phoenix Reimagined, increasing the contract price by the sum of $7,500.00, from $207,450.00 to $214,950.00.

Section 2 – That an amount, not to exceed the sum of $7,500.00, be and hereby is approved for payment to Element Design, from the following account 1105-707602-91015, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: March 6, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

217-25:GET:4904-6082-6656, v. 1

Resolution #091-2025
Contract #097-2025

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**January 23, 2025**	
Project:	Phoenix Park Construction	
Location:	Phoenix Park	
Contract No.	236-2021	
Original Contract Amt.	$135,000.00	
Cumulative Amount of Previous Change Orders	$72,450.00	
Percent Change - Previous Change Orders		53.67%
Total Contract Amount Prior to this Change Order	$207,450.00	
Change Order No.	**3**	

To:
Ramona Fry / Element Design
366 South Broadway, Lexington, KY 40508

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Design Services for Custom Signage		$7,500.00
2			
3			
4			
5			
6			
	Total decrease	$0.00	
	Total increase		$7,500.00
	Net Amount of this Change Order	$7,500.00	
	New Contract Amount Including this Change Order	$214,950.00	
	Percent Change - This Change Order		5.56%
	Percent Change - All Change Orders		59.22%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

This Change Order shall have a zero (0) calendar day time extension.

Recommended by: Sam Futia	(Project Manager)	Date 2-3-2025
Reviewed / Accepted by:	(Consultant)	Date 2/3/2025
Accepted by: N/A	(Contractor)	Date 2/4/25
Approved by:	(Director)	Date 2/4/25
Approved by: N/A (Less than 5%)	(Commissioner)	Date 2/04/25
Approved by: N/A (Less than 5%) Linda Gorton	(Mayor or CAO)	Date 4/2/2025

JUSTIFICATION FOR CHANGE	PROJECT: Phoenix Park Construction
	CONTRACT NO. 236-2021
	CHANGE ORDER #: 3

1. Additional professional services to design newly funded custom park signage.

2. Is proposed change an alternate bid? ___Yes _X__No

3. Will proposed change alter the physical size of the project? ___Yes **X**__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: None

5. Has consent of surety been obtained? _X__Yes ___Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: None

8. Effect on contract completion date: None

Linda Gorton — Mayor

4/2/25 — Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0218-25

File ID:	0218-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	071-2025	**In Control:**	Urban County Council
				File Created:	02/24/2025
File Name:	Request Council authorization to submit an application, and accept award if offered, to the Kentucky Department for Environmental Protection - Division of Waste Management in the amount of $110,000 for the support of a household hazardous waste collection			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Dept. of Environmental Protection - Div. of Waste Management in the amount of $110,000 for the support of a household hazardous waste collection event for Fayette County, and to accept this Grant, if awarded, to provide any additional information requested in connection with this Grant Application, the acceptance of which obligates the Urban County Government to the expenditure of $27,500 as a local match, if the full Grant award is not utilized at a one-day event, authorizing requested to apply for supplemental, second event during FY26 to utilize any remaining funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Baldon]

Notes: SAF in the CCO. Returned to Celia Moore 3/26/2025. MS

SAF more in the CCO. Returned to Celia Moore 5/13/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	25 - Blue Sheet Memo HHW, 2025-26 HHW Grant Application - Lexington Fayette Co, DEP 7127 2025-2026 HHW Grant Application Packet, RFP Pkg 44-2022 HHW, RFP Pkg 44-2022 HHW Environmental Services Inc. Response 2022, 218-25 environ protection grant 4924-3494-4289 v.1.docx, R-109-2025, Contract #071-2025, Contract #071-2025, Contract #071-2025 (2)	**Enactment Number:**	R-109-2025
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:
2	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
2	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/20/2025		
2	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0218-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. Dept. of Environmental Protection - Div. of Waste Management in the amount of $110,000 for the support of a household hazardous waste collection event for Fayette County, and to accept this Grant, if awarded, to provide any additional information requested in connection with this Grant Application, the acceptance of which obligates the Urban County Government to the expenditure of $27,500 as a local match, if the full Grant award is not utilized at a one-day event, authorizing requested to apply for supplemental, second event during FY26 to utilize any remaining funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Baldon]

Summary

Authorization to submit an application, and accept award if offered, to the Kentucky Department for Environmental Protection - Division of Waste Management in the amount of $110,000 for the support of a household hazardous waste collection event for Fayette County, the acceptance of which obligates the government to provide match in the amount of $27,500. If full Grant award is not utilized at a one-day event, authorization requested to apply for supplemental, second event during FY26 to utilize any remaining Granted funds. (L0218-25) (Baldon/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 2/21/2025

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if approved for FY 2026

Account Number:

This Fiscal Year Impact: $137,500 FY 2026

Annual Impact: $0

Project: KYHOHAZWA_2026

Activity: STA_GRANT

Budget Reference: 2026

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 21, 2025**

SUBJECT: **Application for Household Hazardous Waste Management Grant Program**

Request: Council authorization to submit an application, and accept award if offered, to the Kentucky Department for Environmental Protection - Division of Waste Management in the amount of $110,000 for the support of a household hazardous waste collection event for Fayette County, the acceptance of which obligates the government to provide match in the amount of $27,500. If full grant award is not utilized at a one-day event, authorization requested to apply for supplemental, second event during FY26 to utilize any remaining granted funds.

Why are you requesting? The Department of Environmental Quality and Public Works - Division of Waste Management has prepared an application for submission to the state agency requesting funds for support of a countywide household waste collection event. Funds will be used to contract with an approved vendor for appropriate disposal of hazardous waste. RFP 44-2022 selected Environmental Enterprises, Inc. as the winning bidder and outlines a price contract for disposal costs. The Recycling and Household Hazardous Waste Grants Program was established in 2006 by Senate Bill 50. KRS 224.43-505 (2)(c) specifies the establishment of a Recycling and Household Hazardous Waste management grants program.

What is the cost in this budget year and future budget years? State funds in the amount of $110,000 will be budgeted in Fiscal Year 2026. If grant is awarded, a match is required in FY26 in the amount of $27,500 in the Urban Services Funds (Fund 1115). Total cost will be $137,500. No expenses are anticipated for future budget years.

Are the funds budgeted? Budget amendment will be completed if approved.

File Number: 0218-25

Director/Commissioner: Baldon/Albright

Kentucky Department for Environmental Protection
Division of Waste Management
Recycling and Local Assistance Branch
300 Sower Boulevard, Second Floor – Frankfort KY 40601
(502) 564-6716

FOR OFFICIAL USE ONLY.
DO NOT WRITE IN THIS SPACE

Kentucky Pride Fund Household Hazardous Waste Management Grant Application

1. Federal ID Number	61-0858140				
2. Applicant	Name: LFUCG Waste Management			Title/Position: Lauren Monahan, Env. Initiatives Spclst	
	Signature: Lauren Monahan			Date Submitted: 04/01/2025	
	Mailing Address: 675 Byrd Thurman Drive			City: Lexington	
	State: KY	Zip Code: 40510		Email Address: lmonahan@lexingtonky.gov	
	Phone Number: (859)280-8556			Fax Number: (859)425-2852	
3. Official Signatory for Applicant	Name: Mayor Linda Gorton				
	☐ Judge/Executive	☐ School Administrator	☒ Mayor	☐ 109 Board Chair	☐ Other
	Mailing Address: 200 E Main St			City: Lexington	
	State: KY			Zip Code: 40507	
	Phone Number: (859)280-3100			Fax Number: (859)425-2852	
	Email address: mayor@lexingtonky.gov				
4. Project Coordinator	Name: Lauren Monahan			Name: Environmental Initiatives Specialist	
	Mailing Address: 675 Byrd Thurman Drive			City: Lexington	
	State: KY			Zip Code: 40510	
	Phone Number: (859)280-8578			Fax Number: (859)425-2852	
	Email address: lmonahan@lexingtonky.gov				
5. Applicant Status	☐ City	☐ County	☐ College / University	☐ Joint (partnership between two political subdivisions within one county)	
	☐ Regional	☐ School District	☐ Solid Waste Management Area	☐ Solid Waste Management District	☒ Urban County Government
	☐ Other				

6. PROJECT SUMMARY

Provide a brief explanation of the proposed activity:
Lexington-Fayette Urban County Government Division of Waste Management proposes to conduct a one-day household hazardous waste collection event for residents of Fayette County. The material collected will include traditional household chemicals and other hazardous materials to be kept out of the regular landfill-bound waste stream. The event provides an easy method for encouraging proper, safe disposal. The collected materials are recycled and/or reused by approved vendors whenever possible. The county does not have a permanent hazardous waste collection facility and therefore conducts periodic one-day events to allow for convenient residential disposal opportunities. The goal of holding a one-day event is to keep hazardous waste from entering city collection vehicles, potentially harming employees or the environment. The county would support the project by providing 25% matching funds, widely advertise to all county residents, and dedicate necessary city personnel to assist at a collection event.

7. AUTHORIZED SIGNATURE

I hereby certify that the submission of this application has been duly authorized by the governing body of the entity, and that I am legally authorized to sign the application. For regional and joint recycling projects, signature by the governing body of each participating entity shall be required.

Printed Name	Signature	Date

8. HOUSEHOLD HAZARDOUS WASTE PROJECT DETAILS

2025-2026 Kentucky Pride Fund Household Hazardous Waste Management Grant Application

PURPOSE: To leverage limited funds into an efficient and cost effective one-day management event collecting Household Hazardous Waste and promoting a Household Hazardous Waste Public education program.

Application Deadline
Tuesday, April 1, 2025

Kentucky Energy and Environment Cabinet
Department for Environmental Protection
Division of Waste Management
Recycling and Local Assistance Branch
Recycling Assistance Section
300 Sower Boulevard, 2nd Floor
Frankfort, Kentucky 40601
(502) 564-6716 FAX (502) 564-4245

www.waste.ky.gov

Environmental and Public Protection Cabinet

Kentucky UNBRIDLED SPIRIT

Kentucky Pride Fund HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Application

Grant Period July 1, 2025 – June 30, 2026

NOTICE – PLEASE READ THE FOLLOWING STATEMENT

Proposals often receive low scores because applicants fail to follow instructions, leading to uncertainty about the project goals and intended results. The clearer the details, the fewer questions a reviewer will have about the validity/feasibility of a proposal. Applicants also stand a better chance of success if they adhere to the required components of the application and information package. Please contact recycling assistance staff if there are questions about the information packet or about aspects of the proposal.

BACKGROUND

The Recycling and Household Hazardous Waste (HHW) Management Grant Program was established in 2006 by Senate Bill 50, effective July 12, 2006, and incorporated as a part of the Kentucky Pride Fund. KRS 224.43-505 (2) (c) specifies the establishment of a recycling and Household Hazardous Waste (HHW) management grants program. A 25% match is required.

The goal of the program is to leverage limited funds into efficient and cost effective projects to help Kentucky develop an integrated recycling infrastructure, manage Household Hazardous Waste and provide recycling and HHW public education programs.

Priority will be given to regional recycling projects and regional household hazardous waste management programs with state approved inter-local cooperative agreements.

Note that for the 2025-26 HHW Grant cycle, Team Kentucky Healthy at Work guidelines must be followed when conducting any Household Hazardous Waste event funded by the Kentucky PRIDE grant. The cabinet reserves the right to require more specific safety protocol be followed and will provide guidance as needed prior to HHW events.

Who Can Apply?

Any county, waste management district, city, urban-county government, or other political subdivision of the state or any combination of the above, including schools/school districts, shall be eligible to apply.

Helpful Hint - Approved Agreement Process
It is imperative we receive the signed agreement for a grant award by a specific date due to the timing of the end of the commonwealth's fiscal year. To expedite the quick turnaround of the agreement, the Division of Waste Management (DWM) strongly recommends that the governing body provide written permission, in addition to the approval for the submission of the application, for the chair (judge/executive, mayor, school board chair, etc.) to affix his/her signature to the agreement without the necessity of a formal meeting. The original signed agreement would then be sent to the division for processing of the funds prior to the end of the fiscal year.

1. Household Hazardous Waste Management Grant Information

a. Applicants are limited to one HHW event per grant period, except as provided in (d) below. The grant period is July 1, 2025 to June 30, 2026.
b. In the application, provide an estimate based on a vendor quote. Note that public agencies can take advantage of streamlined purchasing and reduced equipment costs using http://finance.ky.gov/services/eprocurement/pages/default.aspx
c. The HHW MANAGEMENT Grant Project Close-out Report shall be submitted within sixty (60) days of the HHW event completion.

d. The grantee shall attach the vendor report to the HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Project Close-out Report identifying the following information: all items collected, the disposition of each product (e.g. recycled, used as fuel, neutralized, etc.), weights or number of items of each product collected, and the total cost of the project.

e. If the grantee has grant funding remaining after the HHW event, the grantee may submit a supplemental application for an additional HHW event within the grant period.
(a) Supplemental applications shall be submitted by the grantee not later than February 14, 2026.
(b) Supplemental applications shall be accompanied by the completed HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Project Close-out Report, with attached invoices for vendors, and the vendor report identifying all items collected, their disposition (e.g. recycled, used as fuel, neutralized, etc), weights, and total cost.
(c) For an approved supplemental event, the grantee shall submit a HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Project Close-out Report, with attached invoices for vendors, and the vendor report for the HHW collection event approved in the supplemental application by July 31.

f. Unspent funds and grant funds not expended in accordance with the grant agreement shall be returned to DWM within forty-five (45) days of cabinet notification.

g. With the exception of allowed match expenditures, no changes or substitutions are allowed after the grant agreement is accepted by the DWM without prior written approval from the cabinet. Upon receipt of a proposed change or substitution by the grantee, the cabinet shall send a written determination to the grantee within five (5) business days.

h. The grantee shall be responsible for complying with any applicable permits and regulatory standards.

i. Grant funds to any eligible entity shall be withheld if the entity is out of compliance with KRS 224.43-315, KRS 224.43-340, KRS 224.43-345, KRS 224.43-505 or KRS 224.50-878.

j. With regards to vendors that may be transporting and managing hazardous waste, the grantee SHALL ensure that a successful vendor is registered with the cabinet to conduct these activities. The grantee can contact Ms. Justina Bascombe, with the Kentucky Hazardous Waste Branch, at 502-782-7048.

k. Team Kentucky Healthy at Work guidelines must be followed when conducting any Household Hazardous Waste event funded by the Kentucky PRIDE grant. The cabinet reserves the right to require more specific safety protocol be followed and will provide guidance as needed prior to HHW events.

2. Household Hazardous Waste Management Grant Funding and Match Requirements

a. The grantee shall provide a minimum of a *25% match to the grant* ***amount***.

b. The following formula shall be used to determine the twenty-five percent (25%) match to the grant amount.

Grant	X	0.25	=	$ 0.00 (match)	+	$0.00 (grant)	=	$0.00 (project total)
$4,000	**X**	**0.25**	**=**	**$1,000.00**	**+**	**$4,000.00**	**=**	**$5,000.00 (project total)**

c. For allowed match in-kind and cash grant project expenditures see # 5 on page 4

d. Other state or federal grant funds cannot be used as any part of the local match.

3. ELIGIBLE EXPENDITURES for Household Hazardous Waste Management Grant Project from Kentucky Pride Program Award

a. Grant funds may be used to cover the cost of vendor services for the collection, and proper management of HHW.

b. Advertising for HHW and regular reporting in local/regional media, signs, displays and banners for HHW collection events

c. Educational materials for school programs and Personnel to teach school education.

See http://waste.ky.gov/RLA/grants/Pages/default.aspx for updated vendor information
See EPA-Educational materials for school education https://eec.ky.gov/Environmental-Protection/Waste/Pages/educational-resources.aspx

4. INELIGIBLE EXPENDITURES for Household Hazardous Waste Management Grant Project from Kentucky Pride Program Award

a. Office equipment, supplies, and promotional or give away items (pens, pencils, stickers, ect.)

Grant funds cannot be used to pay for the grantee or contractor to accept water based paint, automotive batteries or used motor oil.

5. ALLOWED Matching In-Kind and Cash Household Hazardous Waste Management Project Expenditures

a. Hourly rate of pay of the staff for planning and implementing the event. **The matching salaries (includes benefits) for staff shall be the actual hours worked as they relate to the grant project.**
b. Volunteers and inmates at the rate of $7.25 per hour.
c. Event advertising, signs and banners and HHW educational materials for school program.
d. Public advertisement costs related to bidding procedures.
e. Hourly rate for the use of the vehicle to transport recyclable commodities (use **FEMA** rates).
f. Used Gaylord boxes with lids and reconditioned drums with lids to reduce overall vendor quotes.
g. Personal Protective Equipment (PPE) for volunteers and staff working the day of the event; PPE can include a pair of gloves, a reflective vest/apron, and a pair of safety glasses ONLY for each volunteer/staff participating.
h. Personnel for local security and/or traffic control costs for the day of the event.
i. Meals for county employees and volunteers during the event.
j. **Other in-kind match REQUESTS will be evaluated on a case-by-case basis.**

2025 – 2026 Kentucky Pride Fund Household Hazardous Waste Management Grant Application Submission Details

Send the completed application to:

Division of Waste Management
Recycling Assistance Section
300 Sower Blvd., 2nd Floor
Frankfort, KY 40601
ATTN: TY COLLINS

In order to be eligible for grant funds, the Grant Application MUST BE postmarked OR hand-delivered to the Recycling Assistance Section of the Recycling and Local Assistance Branch, OR Emailed (preferred) to williamt.collins@ky.gov no later than 4:00 pm on Tuesday, April 1, 2025.

Most frequent errors seen on applications:

1) Failure to address all items.
2) Failure to adhere to the required components of the application and information package

DO NOT SUBMIT YOUR APPLICATION IN A 3 RING BINDER

For regional and joint projects, signature by the governing body of each

participating entity shall be required for Section 3.

DEP 7127 Revised March 2017
401 KAR 49:080

Kentucky Department for Environmental Protection
Division of Waste Management
Recycling and Local Assistance Branch
300 Sower Boulevard, Second Floor – Frankfort KY 40601
(502) 564-6716

FOR OFFICIAL USE ONLY.
DO NOT WRITE IN THIS SPACE

Kentucky Pride Fund Household Hazardous Waste Management Grant Application

1. Federal ID Number					
2. Applicant	Name:		Title/Position:		
	Signature:		Date Submitted: / /		
	Mailing Address:		City:		
	State:	Zip Code:	Email Address:		
	Phone Number: ( ) -		Fax Number: ( ) -		
3. Official Signatory for Applicant	Name:				
	☐ Judge/Executive	☐ School Administrator	☐ Mayor	☐ 109 Board Chair	☐ Other
	Mailing Address:		City:		
	State:		Zip Code:		
	Phone Number: ( ) -		Fax Number: ( ) -		
	Email address:				
4. Project Coordinator	Name:		Name:		
	Mailing Address:		City:		
	State:		Zip Code:		
	Phone Number: ( ) -		Fax Number: ( ) -		
	Email address:				
5. Applicant Status	☐ City	☐ County	☐ College / University	☐ Joint (partnership between two political subdivisions within one county)	
	☐ Regional	☐ School District	☐ Solid Waste Management Area	☐ Solid Waste Management District	☐ Urban County Government
	☐ Other				

6. PROJECT SUMMARY

Provide a brief explanation of the proposed activity:

7. AUTHORIZED SIGNATURE

I hereby certify that the submission of this application has been duly authorized by the governing body of the entity, and that I am legally authorized to sign the application. For regional and joint recycling projects, signature by the governing body of each participating entity shall be required.

Printed Name	Signature	Date

8. HOUSEHOLD HAZARDOUS WASTE PROJECT DETAILS

Answer the following questions on a separate sheet of paper. Use additional pages as necessary. Number each response to correspond to the question. Applications will be evaluated based upon responses.

DEP 7127 Revised March 2017
401 KAR 49:080

8(a). Project Description
1) Describe the proposed project - is it a new program or the expansion of an existing program?
2) List the service area by physical boundaries - include cities, counties, etc. that will be active participants.
3) List materials to be collected and the expected increase in tons for the grant period.
4) How will materials be collected, processed and marketed?
8(b). Project Advertising and Education
1) What media type (specify radio, TV, newspaper, etc.) will you use to advertise your program? Describe the proposed advertising and education plan for this proposed project. Include the target audience and media to be used.
2) Identify any advertising/education partners and how/what each will contribute.

9. HOUSEHOLD HAZARDOUS WASTE PROJECT EXPENDITURES

Complete the budget tables in 9(a) and 9(b).

9(a). Vendor	
	Estimate
	$
	$
Vendor Request Total	**$**
9(b). Program Advertising and Education	
	$
	$
	$
Program Advertising And Education Request Total	**$**

10. HOUSEHOLD HAZARDOUS WASTE PROJECT MATCH EXPENDITURES

List all personnel titles, hourly rate, and number of hours projected for life of grant.

10(a). Cash and In Kind Personnel	
Cash	**$**
In Kind Personnel	**$**
In Kind Personnel	**$**
In Kind Personnel	**$**
Cash and Personnel In-Kind Match Total	**$**
10(b). In Kind Other List them.	
	$
	$
	$
Other In Kind Total	**$**
11. PROJECT TOTAL	
Cash + In-Kind Personnel + In-Kind Other **MATCH**	**$**

Grant Request	**GRANT REQUEST**	**$**
Grant Request + Match	**PROJECT TOTAL**	**$**

Common household hazardous wastes

Most contractors will accept, for transportation and disposal, the majority of hazardous waste typically produced by households. *It is stressed for the safety of everyone involved that all materials are known and properly labeled.* Wastes in their original containers may be accepted. Wastes that **<u>are not</u>** in their original containers may be accepted as "known" wastes provided they are labeled. Unknown wastes, if acceptable, will be field tested and packaged for incineration. Below is a list of typical household hazardous wastes accepted for collection, but vendors may accept additional wastes not listed below:

Ammonia	Mercury thermostats
Antifreeze	Metal polish
Arts and crafts supplies	Moth balls
Bleaches	Muriatic acid
Brake fluid	Oil based paint
Cesspool cleaners	Old Chemistry sets
Compact fluorescent lamps	Oven cleaners
Creosote	Paint thinner
Drain cleaners	Pesticides
Dry cleaning fluids	Photo chemicals
Engine and radiator flushes	Pool chemicals
E-scrap*	Radiator cleaners
Floor cleaners	Rodent killers
Fluorescent tubes	Rust preventatives
Herbicides	Sealants
Household batteries	Solvents
Insect sprays	Transmission fluid
Jars of liquid Mercury	Wood preservatives
Mercury thermometers	Wood strippers

* The collection and management of E-scrap may include computers, monitors, TVs, keyboards, cables, connectors, printers, fax machines, stereos, electronic games and cell phones.

Many contractors will reserve the right to refuse any waste deemed unsafe to handle or unsuitable for the collection. Such wastes typically include:

Large quantities of unknown materials
Radioactive waste, including smoke detectors
Explosives, gun powder, flares, ammunition
Unstable wastes
Pressurized fire extinguishers
Unknown gas cylinders
Substances regulated by the Drug Enforcement Agency

Be sure your contractor gives you a list of what they will
and will not accept and the cost estimates for each product.

Vendor List (not all inclusive)

Household Hazardous Waste Contact Information List	R-2 Certified E-scrap Collection Contact Information List
Clean Earth, Inc 1689 Shar-Cal Road Calvert City, KY 42029 Rose Burton Phone: 270-210-3937 www.cleanearthinc.com	C and I Electronics Recycling 1700 North Lafayette Ave. Evansville, IN 47711 812-423-9166 http://www.candielectronics.com/
Clean Harbors Environmental Services, Inc. 2815 Old Greenbrier Pike Greenbrier, TN 37073 615-643-3170 FAX 615-643-6370 www.cleanharbors.com	Green Wave Computer Recycling 9206 East 33rd St. Indianapolis, IN 46235 317-899-0000 http://www.gwcri.com/
Clean Harbors Environmental Services, Inc. 4879 Spring Grave Ave. Cincinnati, OH 45232 Contact: John Stevens 513-681-6242 ext. 6304 FAX 513-681-6246 www.cleanharbors.com	Cohen U.S.A. 1723 Woodlawn Ave. Middletown, OH 45044 513-422-3696 http://www.cohenusa.com/
Environmental Enterprises, Inc. 10163 Cincinnati-Dayton Rd. Cincinnati, OH 45241 Contact: Steve Lonneman 513-772-2818 513-266-3770 FAX 513-782-8950 http://www.eeienv.com/ho Also collects e-scrap	Dynamic Recycling Southeast 3520 Ambrose Avenue Nashville, TN 37207 615-457-3104 http://dynamicrecycling.com/contact/
ERG Environmental Services PO Box 167 Bowling Green, OH 43402 800-284-9107 419-354-6110 www.ergenvironmental.com	KY eScrap 7430 Industrial Rd. Florence, KY 41402 859-292-8696 www.KYescrap.com
Heritage Environmental Services 4925 Helen Street Louisville, KY40218 502-473-0638 http://www.heritage-enviro.com/services/onsite/index.asp	

Household Hazardous Waste Contact Information List	
Veolia 405 MacLean Ave., Ste 1 Louisville, KY 40209 Contact: Dave Saniga 502-375-2386 FAX 502-380-0712 http://www.veoliaes.com/en/services/governmental/waste/household-hazardous-waste.html	
Tradebe Environmental Services, LLC 4343 Kennedy Avenue East Chicago, IN 46312 219-397-3951 https://www.tradebeusa.com//	

The vendor listing is for information only. It is neither an endorsement nor a guarantee of current vendor purchasing policies. The Kentucky Division of Waste Management assumes no responsibility for services provided.

Contacts for Additional Information

Division of Waste Management
Recycling Assistance Section
300 Sower Boulevard, 1st Floor
Frankfort, Kentucky 40601
www.waste.ky.gov

Recycling and Local Assistance Branch

Recycling Assistance Section

Grant White (Supervisor)	(502) 782-6474	Grant.White@ky.gov
Donald Atha	(502) 782-6205	Donald.Atha@ky.gov
Ty Collins	(502) 871-2981	WilliamT.Collins@ky.gov
Jenny Carr	(502) 782-4663	Jenny.Carr@ky.gov

Hazardous Waste Branch

Justina Bascombe	(502) 782-7048	Justina.Bascombe@ky.gov

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #44-2022 Hazardous Household Waste Collection Event** 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 **August 10, 2022.** 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.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

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, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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 Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR ∫ 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR ∫ 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Specialized experience and technical competence of the person or firm with the type of service required. 15 points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations; 15 points
3. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules; 15 points
4. Familiarity with the details of the project; 10 points
5. The ultimate disposition of the materials collected (i.e. reuse and recycling versus disposal); 10 points
6. The compliance history of the recycling and/or disposal facilities that will be utilized and; 10 points
7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 10 points
8. Estimated Cost of Services. 15 points

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.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

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 Central Purchasing 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.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. 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 knowingly or unknowingly 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.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
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OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	**Contact Person**
Address/Phone/Email	**Bid Package / Bid Date**

MWDBE Company Addres	**Contact Person**	**Contact Information (work phone, Email, cell)**	**Date Contacted**	**Services to be performed**	**Method of Communication (email, phone meeting, ad, event etc)**	**Total dollars $$ Do Not Leave Blank (Attach Documentation)**	**MBE * AA HA AS NA Female**	**Veteran**

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #_____
Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From: To:**
Company Name:	**Address:**
Federal Tax ID:	**Contact Person:**

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: **Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____	_____
Company	**Company Representative**
_____	_____
Date	**Title**

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, safely 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.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$1,000,000.00

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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.

d. The General Liability Policy shall include an Environmental Pollution Liability endorsement of not less than $5,000,000.00 per occurrence or like insurance coverage shall be provided.

e. 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.

f. 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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.

b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.

d. Risk Management Manual or a description of the self-insurance and risk management program.

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

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.

00470806

Request for Proposal - Issued by
Lexington-Fayette Urban County Government

Household Hazardous Waste (HHW) Collection Event

INTRODUCTION

With grant funding provided through the Kentucky Department of Environmental Protection, Division of Waste Management, Lexington-Fayette Urban County Government (LFUCG) is planning to conduct a Household Hazardous Waste ("drop-off") event in the Fall of 2022 and seeks proposals from qualified vendors, to manage the event and the collected materials and to provide related services. Only materials from Fayette County residents and from LFUCG divisions (conditionally exempt small quantity generators [CESQGs]) will be accepted. Materials will not be accepted from businesses/commercial establishments.

A. OVERVIEW

The Lexington-Fayette Urban County Government will provide one collection site, at LFUCG's old landfill pad, at 1631 Old Frankfort Pike, Lexington, KY. The collection of materials will take place between the hours of 8:30 a.m. to 3:00 p.m., on Saturday October 22, 2022.

The goals of the event include the following:

- Providing a safe and environmentally sound way to dispose/manage household hazardous wastes;
- Increasing public awareness concerning the proper use and disposal of hazardous household chemicals and other products;
- Recycling these materials when possible;
- Preserving the environment;
- Protecting citizens and volunteers as well as LFUCG employees;
- Reducing LFUCG potential environmental liabilities.

B. LFUCG RESPONSIBILITIES

The LFUCG will accept proposals from qualified vendors. In general, the process will include a cost evaluation with consideration given to the following:

1. Specialized experience and technical competence of the person or firm with the type of service required. 15 points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations; 15 points

3. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules; 15 points
4. Familiarity with the details of the project; 10 points
5. The ultimate disposition of the materials collected (i.e. reuse and recycling versus disposal); 10 points
6. The compliance history of the recycling and/or disposal facilities that will be utilized and; 10 points
7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 10 points
8. Estimated Cost of Services. 15 points

The LFUCG will provide the following:

- Management of non-hazardous waste and recyclables (such as cardboard and household landfill waste);
- Ample number of staff/labor for activities such as traffic control, off-loading, participant surveys, etc.;
- Traffic cones and signage;
- Promotion for the event;
- Restroom facilities;
- Shelters, covered area, or tent for non-waste handling areas (such as lunch/break area);
- Personal protective equipment (PPE) for volunteers and LFUCG employees;
- Fire Department personnel

The LFUCG reserves the right to provide additional items/materials at our discretion to reduce our costs.

In the event of being awarded the bid and price contract, the agreement set forth shall be eligible for up to three, one-year automatic renewals.

C. VENDOR RESPONSIBILITIES

The selected vendor must make a site visit to the collection site at least one month prior to the collection event to determine suitability and to identify any potential concerns. This site visit must be made jointly with LFUCG personnel.

The successful vendor assumes responsibility for all waste collected during the event. The vendors name and EPA ID number will appear as the generator of the waste on all manifests and other legal documents. As in previous events, the LFUCG requires that the successful vendor obtain all required permits and authorizations to include applicable federal EPA and Kentucky permits. The selected vendor will be expected to provide enough manpower and equipment so that at least four (4) lanes of vehicles can be off-loaded simultaneously, with a goal of accommodating an estimated 1,500 – 2,000

vehicles. Other responsibilities assumed by the vendor are:

- Mobilization, including travel and supply trucks, to and from the collection site;
- Set up and tear down of tents, tables and work areas: Vendor must arrive on-site the day prior to the collection event to set up (access to the site for the day and/or evening prior can be made available). *Vendors are subject to a penalty of 10% off the project cost for failure to comply with this requirement*;
- Overall responsibility and oversight for the entire event, from set-up to closure of site;
- Overall responsibility for site safety to include responsibility for preparing and implementing a site health and safety plan covering all workers and participants;
- Pre-event safety and education session for all event staff and volunteers on the day of the event;
- Provide adequate management and labor-staff on site during the entire event;
- Provide refreshments and lunch for all vendor staff;
- Provide forklift(s) and operator(s) for handling chemical containers, Loading/unloading vendor trucks, etc.
- Provision of appropriate insurance, indemnification, and safety and loss coverage and procedures to include commercial general liability, automobile liability, workers compensation with employee liability, and contractor's pollution legal liability with consultants environmental liability;
- Provision of DOT-approved totes, drums, Gaylord boxes, and other shipping containers;
- Provision of spill containment, neutralization materials and lab carts;
- Provisions of spill clean-up equipment and absorbents;
- Spill clean-up;
- Classification, segregation, and packaging of waste by hazard class in compliance with DOT, EPA, state, and local regulations;
- Testing to determine the correct hazard classification of unknown materials;
- Proper waste drum labeling, manifesting, permitting, and other paperwork required by law;
- Provide timely on-site cost-tracking to include hourly updates to the LFUCG of estimated costs incurred to that point;
- Removal of collected materials from the collection site by midnight of the collection day, unless otherwise authorized by the LFUCG: *Vendors are subject to a penalty of 10% off the project cost for failure to comply with this requirement*;
- Recycling, reuse or disposal of the collected materials at EPA approved facilities;
- Provision of a completed manifest or other form document the treatment status of the collected materials within 90 days of the event;
- Completion of a detailed final report and bill summarizing the activities of the HHW event, the key statistics and data from the collection event, including, weight and volume, type, and disposition of material/item, the costs of services provided, and any recommendations for improving future HHW events. Final report and bill should be sent within 30 days of the event and should also be broken out in accordance with granting agency requirements;

- Provide necessary scale equipment to weigh collected waste material; and
- Ensure that at the end of the event, the LFUCG site (old landfill pad) and any surrounding areas used for the HHW event are restored to the same condition that existed prior to the event.

D. ACCEPTANCE OF MATERIALS

Collection is limited to residents of Fayette County. Materials that may be dropped off include, but are not limited to:

Acceptable Items

Automotive Products

- antifreeze
- auto wax
- batteries (auto, boat, etc.)**
- carburetor cleaner
- diesel fuel
- engine cleaners
- engine degreasers
- fuel oil
- gas & diesel additives
- gasoline, old
- motor oil and filters**
- oil & transmission additives
- transmission fluid
- waste windshield cleaner fluid

Fertilizers & Pesticides

- algaecides
- bug spray/sticks
- dioxin
- fertilizers containing nitrogen
- fungicides
- herbicides/weed killers
- insecticides (ant & roach powder)
- insecticides (garden dusts & sprays)
- pet flea & tick products
- rodenticides

Paint Products & Solvents

- auto paint
- brush cleaner
- creosote
- finishes
- furniture stain remover
- furniture strippers
- lead paint
- linseed oil
- mineral spirits
- oil-based paints
- paint removers
- paint strippers
- paint thinners
- polyurethane coatings
- preservatives
- primer paint
- rust removers
- turpentine
- varnishes
- water based/latex paints**

Household Products

- acids
- adhesives
- aerosol cans
- alcohols
- ammonia
- arsenic
- artist supplies
- ballast PCB
- batteries – household*
- carpet cleaner
- caulking
- chlorine
- compressed gas cylinders
- contact cement
- correction fluid
- cutting oils
- cylinders (propane, helium)***
- degreaser
- disinfectants
- drain cleaners
- dyes
- ether
- fiberglass epoxy
- fire extinguishers
- floor adhesive
- floor waxes
- fluorescent lightbulbs
- furniture polish
- glass cleaners
- glue ink
- kerosene
- liquid shoe polish
- mercury
- metal polishes
- metal primer
- moth balls/flakes
- nail polish or remover
- oven cleaner
- photographic chemicals
- plant food
- roofing tar
- rubber adhesives
- solvents
- spackling (drywall compound)
- spot or stain removers
- spray cleaners
- swimming pool chemicals
- tile adhesives
- upholstery cleaner
- wood preservatives
- wood sealers

*(alkaline, NiCad, lithium)

**Latex and water based paint, motor oil, motor oil filters and batteries (auto and boat) will be accepted at the event, at the discretion of LFUCG, but will need to be invoiced (or credited) separate from the other material, since the cost for disposal isn't covered by the Kentucky Department of Environmental Protection grant. Please note, the vendor may not be responsible for handling all the latex and water based paint, some of it may be handled by a local non-profit recycler.

***Cylinders include the following categories: small, medium, large, propane, freons, helium, fire extinguishers.

Unacceptable Items

Dangerous items (explosives, ammunition, radioactive materials, etc.) will not be accepted per grant restrictions, with the exception of small caliber ammunition which will be managed by the LFUCG Department of Public Safety.

- appliances (microwave oven, toaster, air conditioner, hair dryer etc.)

- asbestos-containing material
- electronics (TV's, computer gear, etc).
- explosives/ammunition
- infectious waste
- medical waste
- pharmaceuticals
- radioactive materials
- smoke detectors
- tires
- white goods (dishwasher, clothes washer, dryer, etc.)

E. PROPOSAL REQUIREMENTS

The proposal submitted should include the following information:

- Completed Part I. Vendor Qualifications sheet;
- Completed Part II. Site Set-Up sheet;
- Completed Part III. Household Hazardous Waste Collection Price Sheet and addendum sheet;
- A description of vendor qualifications;
- Examples of relevant work performed in the recent past, including the name and phone number of a contact person for each example (the LFUCG reserves the right to contact these references);
- Proof of all necessary state and federal licenses, permits and authorizations required for the collection, transportation and disposal of the collected wastes;
- Copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies in the past five years against the primary vendor, the parent company and the probable sites to be used for waste disposal;
- Copies of any letters of commendation, awards, or other recognition received in the last five years;
- A detailed list of key personnel working on the project;
- A detailed list of persons who will be on site during the collection day, including relevant experience, qualifications, and a detailed list of duties to be performed that day for each individual;
- The number of vendor employees that will be on site working the event and the number of hours it is anticipated by your company they will be working;
- An example of a typical site set-up including vehicle unloading, material identification and separation, material bulking, non-regulated waste disposal, and truck loading;
- A plan for handling overflow of materials or traffic at the site, including plans to obtain more drums, gaylords, or roll-off boxes, and plans to use areas of the site for traffic control;
- A description of the on-site cost tracking method;

- A detailed equipment list for the collection site including materials for fire prevention, safety, personal protective equipment, material bulking, and any other supplies or equipment necessary for this event, including process for each item;
- A complete list of the recycling, disposal, and/or transfer facilities to be used by the vendor including company name, address, contact name and phone number, federal ID number, types of waste(s) accepted, and method(s) to be used;
- A detailed description of how individual materials will be managed on site during the event as well as once the materials leave the site;
- A copy of lithium battery handling and transport policy (compliant with DOT Guidelines);
- A copy of protocols for identifying unknown materials;
- A description of spill and fire prevention plans, emergency response plans, and health and safety plans;
- A detailed description of any training (safety or otherwise) vendor will provide to volunteers and LFUCG staff on the day of the event prior to event start time;
- Documentation of insurance; and
- A list of the names of the subcontractors proposed for the any part of the event. If the contractor intends to use a subcontractor for any phases of the event such subcontractor shall be approved by the LFUCG before any work is accomplished.

In addition to this information, the proposal should include a complete estimated project cost and proposal based on the details provided on the attached pages.

F. STATISTICS & QUANTITY ESTIMATES

Please see the following tables (below) for information from previous Household Hazardous Waste Collection events held by the LFUCG. Approximately 1,200 – 1,600 vehicles were serviced at these past events. The quantities are presented below to aid vendors in pricing and preparing estimations for the Fall 2022 event. These quantities are not guaranteed for the event.

Respondents should note the LFUCG reserves the right to divert select wastes from the waste stream on the day of the event so that these can be optimally managed and to reduce costs to the LFUCG. For example, the LFUCG desires that some of the usable water-based (latex) paint be diverted out of the collection process at the event for reuse through our existing partnership with Habitat for Humanity ReStore to the extent practical.

Similarly, it may be advantageous for the LFUCG to contract directly with vendors (to include vendors that may not have responded to the RFP) that would pay for materials received during the HHW event that have an obvious marketable value (such as lead acid batteries). Respondents are encouraged to indicate how they would manage these types of materials and how much they will credit (pay) the LFUCG for these materials in Part III – Household Waste Collection Proposal Price sheet. The LFUCG reserves the right to

utilize vendors other than the successful vendor for these marketable items should we determine it is advantageous to do so.

LFUCG is restricted from paying for disposal of certain materials using Kentucky Department of Environmental Protection grant funds. The LFUCG may want to accept these materials but manage them in alternate ways if that proves acceptable to the state. Used oil is one example. The LFUCG may enter into a recycling arrangement with vendors to recycle used oil at no cost to the state.

TABLE 1
2014 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,177 lbs.
Flammable Solvents Liquids	8,303 lbs
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,955 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	66,031 lbs.
Mercury	20 lbs.
Fertilizers & Pesticides	20,934 lbs.
Waxes, Joint Compounds, Latex Adhesives	22,608 lbs.
Consumer Commodity Flammables	5,448 lbs.
Aerosol Cans	5,201 lbs.
Non-Motor Oil Used Oils	7,113 lbs.
Corrosives	2,101 lbs.
Fluorescent bulbs	15,616 feet
PCB Ballast	0 invoiced lbs.
Propane Cylinders	379 (# of cylinders)

TABLE 2
2016 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	3,484 lbs.
Flammable Solvents Liquids	7,716 lbs
Lab Packs for Treatment/Incineration and Lab Pack Reactives	782 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	84,661 lbs.
Mercury	40 lbs.
Fertilizers & Pesticides	9,524 lbs.
Waxes, Joint Compounds, Latex Adhesives	12,912 lbs.
Consumer Commodity Flammables	8,273 lbs.
Aerosol Cans	4,537 lbs.

Non-Motor Oil Used Oils	7,984 lbs.
Corrosives	3,190 lbs.
Fluorescent bulbs	844 feet
PCB Ballast	6.6 lbs.
Propane Cylinders	288 (# of cylinders)

TABLE 3
2017 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	3,470 lbs.
Flammable Solvents Liquids	7,108 lbs
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,679 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	136,780 lbs.
Mercury	71 lbs.
Fertilizers & Pesticides	16,089 lbs.
Waxes, Joint Compounds, Latex Adhesives	13,903 lbs.
Consumer Commodity Flammables	10,894 lbs.
Aerosol Cans	6,294 lbs.
Non-Motor Oil Used Oils	7,804 lbs.
Corrosives	3,372 lbs.
Fluorescent bulbs	3,259 feet
PCB Ballast	7 lbs.
Propane Cylinders	361 (# of cylinders)

TABLE 4
Spring 2018 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	3,208 lbs.
Flammable Solvents Liquids	9,464 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,019 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	125,400 lbs.
Mercury	43 lbs.
Fertilizers & Pesticides	13,486 lbs.
Waxes, Joint Compounds, Latex Adhesives	22,037 lbs.
Consumer Commodity Flammables	10,296 lbs.
Aerosol Cans	4,756 lbs.
Non-Motor Oil Used Oils	8,770 lbs.
Corrosives	4,892 lbs.
Fluorescent bulbs	26,008 feet

PCB Ballast	57 lbs.
Propane Cylinders	696 x 1 lb. 61 x 20 lb.

TABLE 5
Fall 2018 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,077 lbs.
Flammable Solvents Liquids	6,301 lbs
Lab Packs for Treatment/Incineration and Lab Pack Reactives	786 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	77,023 lbs.
Mercury	10 lbs.
Fertilizers & Pesticides	9,905 lbs.
Waxes, Joint Compounds, Latex Adhesives	15,083 lbs.
Consumer Commodity Flammables	5,926 lbs.
Aerosol Cans	3,174 lbs.
Non-Motor Oil Used Oils	4,216 lbs.
Corrosives	2,077 lbs.
Fluorescent bulbs	3,184 feet
PCB Ballast	- lbs.
Propane Cylinders	276 (# of cylinders)

TABLE 6
Spring 2019 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,652 lbs.
Flammable Solvents Liquids	6,195 lbs
Lab Packs for Treatment/Incineration and Lab Pack Reactives	813 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	91,367 lbs.
Mercury	52 lbs.
Fertilizers & Pesticides	11,340 lbs.
Waxes, Joint Compounds, Latex Adhesives	15,460 lbs.
Consumer Commodity Flammables	8,259 lbs.
Aerosol Cans	4,432 lbs.
Non-Motor Oil Used Oils	6,797 lbs.
Corrosives	1,963 lbs.
Fluorescent bulbs	12,044 feet
PCB Ballast	16 lbs.
Propane Cylinders	273 (# of cylinders)

TABLE 7
Fall 2019 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,521 lbs.
Flammable Solvents Liquids	6,073 lbs
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,346 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	72,714 lbs.
Mercury	1 lbs.
Fertilizers & Pesticides	10,353 lbs.
Waxes, Joint Compounds, Latex Adhesives	19,371 lbs.
Consumer Commodity Flammables	8,269 lbs.
Aerosol Cans	3,982 lbs.
Non-Motor Oil Used Oils	6,006 lbs.
Corrosives	1,819 lbs.
Fluorescent bulbs	13,828 feet
PCB Ballast	85 lbs.
Propane Cylinders	1,201 (# of cylinders)

No Spring 2020 collection event held, due to the COVID-19 Pandemic

TABLE 8
Fall 2020 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	3,563 lbs.
Flammable Solvents Liquids	6,571 lbs
Lab Packs for Treatment/Incineration and Lab Pack Reactives	2,272 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	136,904 lbs.
Mercury	126 lbs.
Fertilizers & Pesticides	22,155 lbs.
Waxes, Joint Compounds, Latex Adhesives	20,779 lbs.
Consumer Commodity Flammables	14,813 lbs.
Aerosol Cans	6,597 lbs.
Non-Motor Oil Used Oils	8,195 lbs.
Corrosives	2,669 lbs.
Fluorescent bulbs	35,632 feet
PCB Ballast	178 lbs.
Propane Cylinders	2,010 (# of cylinders)

TABLE 9
Spring 2021 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	3,147 lbs.
Flammable Solvents Liquids	4,795 lbs
Lab Packs for Treatment/Incineration and Lab Pack Reactives	3,147 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	23,673 lbs.
Mercury	27 lbs.
Fertilizers & Pesticides	13,583 lbs.
Waxes, Joint Compounds, Latex Adhesives	9,830 lbs.
Consumer Commodity Flammables	11,410 lbs.
Aerosol Cans	5,387 lbs.
Non-Motor Oil Used Oils	7,539 lbs.
Corrosives	2,385 lbs.
Fluorescent bulbs	17,037 feet
PCB Ballast	22 lbs.
Propane Cylinders	4,112 (# of cylinders)

TABLE 10
Fall 2021 HHW EVENT TOTALS

Products	**Amount**
Antifreeze	2,292 lbs.
Flammable Solvents Liquids	5,601 lbs
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,550 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	83,824 lbs.
Mercury	12 lbs.
Fertilizers & Pesticides	3,834 lbs.
Waxes, Joint Compounds, Latex Adhesives	13,909 lbs.
Consumer Commodity Flammables	8,315 lbs.
Aerosol Cans	3,834 lbs.
Non-Motor Oil Used Oils	5,157 lbs.
Corrosives	1,901 lbs.
Fluorescent bulbs	10,608 feet
PCB Ballast	28 lbs.
Propane Cylinders	486 (# of cylinders)

LFUCG asks that the contractor be staffed and prepared for LFUCG Divisions to drop off materials on the Friday afternoon prior to the public event. Materials to be expected during this internal collection will be consumer products that had been abandoned at

public properties, consumer materials separated out of solid waste collection and recycling processes, and expired or unused products from LFUCG operations. For this internal collection only, LFUCG will be the generator as a Conditionally Exempt Small Quantity Generator (CESQG) for all materials. Contractor will collect, package, manifest, and bill separately. Disposal will be at the same waste category rates as quoted for the public HHW event unless otherwise indicated by the vendor in the RFP response. Quantities will vary, and staff will prepare a list of anticipated items prior to the internal collection event.

Important Information

The Total Disposal Cost (Part III- Household Hazardous Waste Collection Proposal Price Sheet) should be calculated by using the quantities listed in Table 11 below. The amounts listed below are estimates for price comparison only and are not guaranteed. Note: the quantities are specified in **pounds**, the preferred pricing method, unless otherwise stated. Respondents should also specify in their pricing the amount to be remitted/credited to the LFUCG (if any) for any items that have marketable value such as lead acid batteries.

The estimated amounts on the Pricing Sheet are to be used by LFUCG to compare proposals. The actual characterization of the material collected at the event will likely be different. See Tables above for previous collection totals.

TABLE 11
Fall 2022 HHW EVENT FOR BIDDING PURPOSES

Products	**Amount**
Antifreeze	3,200 lbs
Flammable Solvents Liquids	6,000 lbs
Lab Packs for Treatment/Incineration	2,500 lbs.
Lab Pack Reactives	200 lbs
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers)	100,000 lbs.
NON-LATEX Paint Related Material (Non-Processable pints & quarts)	10,000 lbs.
Mercury	50 lbs.
Fertilizers & Pesticides	13,000 lbs.
Waxes, Joint Compounds, Latex Adhesives	16,000 lbs.
Consumer Commodity Flammables	10,000 lbs.
Aerosol Cans	5,000 lbs.
Non-Motor Oil Used Oils	7,500 lbs.
Corrosives	2,000 lbs.
Fluorescent bulbs	16,000 feet
PCB Ballast	100 lbs.
Propane cylinders	1,000 x 1 lb 100 x 20 lb

Fall 2022

Household Hazardous Waste Collection Proposal

Part I: Vendor Qualifications

Please describe vendor qualifications, including examples of relevant work performed in the recent past. Include the name and phone number of a contact person for each example provided. Attach to this sheet proof of all necessary state and federal licenses and permits needed for the transportation and disposal of wastes; copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies within the last five years against the primary vendor, parent company, or probable sources of waste disposal; and copies of any letters of recommendation, awards or other recognition received in the last five years.

Fall 2022

Household Hazardous Waste Collection Proposal

Part II: Site Set-up

The event will take place at the LFUCG old landfill pad, located at 1631 Old Frankfort Pike, Lexington, KY. Cars will enter the site through Jimmie Campbell Drive and exit on Old Frankfort Pike. (Aerial photo of site is attached).

Please provide examples of set-up diagrams for events conducted by your company, especially those with a high volume of traffic that include four lanes. Diagrams should include the following areas: Vehicle Unloading, Material Identification and Separation, Material Bulking, Non-Regulated Waste Disposal, and Truck Loading. Please include plans for handling overflow of traffic and materials, including plans to add more lanes for unloading and plans to bring in materials from outside to accommodate excess wastes. Please attach a description of spill and fire prevention plans, an emergency response plan, and a detailed outline of any volunteer training program provided by the vendor. The protocols for testing for unknown substances and packaging/transporting lithium batteries should also be attached.

Please note that the site of the event is a landfill cap with an asphalt pad cover. Tents cannot be staked and grounding rods cannot be used on the asphalt. Grounding rods can be driven off the pad. The pad and surrounding area will need to be maintained to be in the same condition that existed prior to the event.

Household Hazardous Waste Collection Events Proposal

Part III: Pricing

The Total Disposal Cost (Part III- Household Hazardous Waste Collection Proposal Price Sheet) should be calculated by using the quantities listed below. The amounts listed below are estimates for price comparison only and are not guaranteed. Note: the quantities are specified in **pounds**, the preferred pricing method, unless otherwise stated. Respondents should also specify in their pricing the amount to be remitted/credited to the LFUCG (if any) for any items that have marketable value such as lead acid batteries.

The estimated amounts on the Pricing Sheet are to be used by LFUCG to compare proposals. The actual characterization of the material collected at the event will likely be different. See Tables 1 – 11 for previous collection totals.

The pricing will go into effect and be used for any future events planned by the LFUCG while the agreement with the selected vendor is in place.

Product category	**Amount**	**Price per unit**	**Total Cost**
Antifreeze	3,200 lbs		
Flammable Solvents Liquids	6,000 lbs		
Lab Packs for Treatment/Incineration and Lab Pack Reactives	2,700 lbs		
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	110,000 lbs.		
Mercury	50 lbs.		
Fertilizers & Pesticides	13,000 lbs.		
Waxes, Joint Compounds, Latex Adhesives	16,000 lbs.		
Consumer Commodity Flammables	10,000 lbs.		
Aerosol Cans	5,000 lbs.		
Non-Motor Oil Used Oils	7,500 lbs.		
Corrosives	2,000 lbs.		
Fluorescent bulbs	16,000 feet		
PCB Ballast	100 lbs		
Propane cylinders	1,000 x 1 lb 100 x 20 lb		
Total Set Up & Mobilization/Demobilization Cost			
Total Miscellaneous Charges (please detail in below chart)			
Total Labor Charges			

Total Cost: _____

Please complete unit price, total cost per category, and total cost of all categories added together.
For example, 2,000 lbs antifreeze @ $0.12/lb = $240.00

Please list any additional miscellaneous charges in the below chart:

Item	Estimated amount	Price per item or pound	Total estimate


W NEW CIRCLE RAMP
W NEW CIRCLE RD
W NEW CIRCLE RAMP
4
OLD FRANKFORT PIKE
FOX INDUSTRIAL RD
PHILLIPS LN
JIMMIE CAMPBELL DR
1631
1770
1750
1630
1620
1610
1600
1562
1550
1515
1505
1397
301
229
205
195
759
740
741
735
730
722
594

ORIGINAL

Household Hazardous Waste Collection Event

PREPARED FOR:

Sondra Stone
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

DATE DUE: August 17, 2022
TIME DUE: 2:00 p.m.

RFP #44-2022

Environmental Enterprises, Inc.

LAB PACK SERVICES DIVISION
4650 Spring Grove Avenue
Cincinnati, Ohio 45232
Phone: 1-800-850-3587 / 513-853-3587
E-mail us at bdepeel@eeienv.com
Visit our WEB site at www.eeienv.com

ENVIRONMENTAL ENTERPRISES INCORPORATED

TREATMENT FACILITY
4650 Spring Grove Ave.
Cincinnati, Ohio 45232
(513) 541-1823
Fax: (513) 541-1638
http: // www.eeienv.com
EPA ID#: OHD 083377010

OFFICE / LABORATORY
10163 Cincinnati - Dayton Rd.
Cincinnati, Ohio 45241
(513) 772-2818
Fax: (513) 782-8950
(800) 722-2818

August 17, 2022

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
Sondra Stone

Dear Ms. Stone:

Environmental Enterprises, Inc. (EEI) is pleased to submit this proposal for the administration of a one-day Household Hazardous Waste Collection Program to be held on Saturday, October 22, 2022 from 8:30 a.m. to 3:00 p.m. at 1631 Old Frankfort Pike in Lexington, Kentucky. EEI understands this pricing will go into effect and be used for any future events planned by the LFUCG while the agreement is in place. EEI intends to provide all the materials, technical service, labor, transportation and disposal options to support your program.

As one of the nations most diverse environmental services company with experience in household hazardous waste, EEI will assist you in taking the steps you need to achieve a successful collection event. We not only can collect, transport, recycle and dispose of the hazardous materials, we also offer assistance and guidance throughout the various stages of your program.

EEI is a full service environmental company with over 46 years of experience. No one who has entrusted EEI with the management of their waste materials has ever incurred any superfund liabilities with respect to the disposition of their materials managed by EEI. Additionally, our insurance carrier has never had a claim on our environmental impairment insurance.

We look forward for the opportunity to discuss our capabilities and philosophy on household hazardous waste management. Should you have any questions or if we can be of any additional assistance, please don't hesitate to contact me at bdepeel@eeienv.com or **(800) 850-3587** at your convenience.

Sincerely,
Environmental Enterprises, Inc.

Brian J. DePeel, Director
Lab Pack Services Division

Part I: Pages 1-184

Qualifications
References
Insurance, License & Permits
Violations
Letters of Recommendation
Key Personnel

Part II: Pages 185-246

Site Diagrams – Overflow Handling - On-Site Cost Tracking Method - Equipment List - Off-Site Facilities List - Operations Plan - Unknown Testing - Lithium Battery Packaging/Shipping Guidelines - Emergency/Spill Contingency Plan - Health & Safety Plan - Volunteer Training

Part III: Pages 247-248

Pricing Sheets
Addendum Sheet

Required Bid Forms: Pages 249-327

Affidavit
Equal Opportunity Agreement
Workforce Analysis Form
Affirmative Action Form
Minority Business Form
General Provisions

Fall 2022

Household Hazardous Waste Collection Proposal

Part I: Vendor Qualifications

Please describe vendor qualifications, including examples of relevant work performed in the recent past. Include the name and phone number of a contact person for each example provided. Attach to this sheet proof of all necessary state and federal licenses and permits needed for the transportation and disposal of wastes; copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies within the last five years against the primary vendor, parent company, or probable sources of waste disposal; and copies of any letters of recommendation, awards or other recognition received in the last five years.

QUALIFICATIONS & EXPERIENCE

Environmental Enterprises, Inc. (EEI) has been actively involved in hazardous waste management and handling, treatment, transportation, and disposal since its inception in 1976. Our professional and seasoned technical staff is experienced in environmental disciplines from chemistry to environmental law.

Founded in 1976 as a privately held Ohio Corporation, EEI employs over 150 people nationwide, Dan McCabe as President, Tim Ernstes as Vice President. EEI maintains offices in:

Philadelphia, PA Cincinnati, OH Atkins, VA Columbus, OH

EEI's corporate office is located in Cincinnati, Ohio. EEI's treatment facility, also located in Cincinnati, occupies over 200,000 square feet and is equipped to receive and chemically treat or recycle more than 70,000 drums per year of industrial hazardous and household hazardous waste. Specialized equipment is provided to treat or recycle/reuse such waste as sodium metal, paint and paint sludges, solvents, acids, bases, cyanides, and oxidizers. Household wastes are processed in the same manner and with the same attention to detail as industrial wastes.

EEI operates four specialty divisions and two wholly owned subsidiaries. These groups provide complete turnkey services for consulting, remediation services, transportation, and disposal. Within the disposal facility EEI operates a turnkey lab pack division which services colleges and universities across the country. This group is also the basis for our household waste collection program which performs household projects throughout the year.

EEI and its personnel are committed to the preservation of the environment which is why we provide solutions that are both environmentally sound and economically attractive to our customers. As a full service company, we can provide **"One-stop shopping"** with the following capabilities:

1. **Consulting Group**
2. **Remediation Groups**
3. **Transportation Group**
4. **Facility**

Consulting. The Environmental and Industrial Hygiene Professionals of Environmental Enterprises, Inc. (EEI) have a combined experience of over seventy (70) years in the recognition, evaluation and control of chemical and physical hazards in the workplace and the environment.

Remediation Groups:

Field Services. Over the past 39 years Environmental Enterprises, Inc. has successfully conducted hundreds of emergency and remedial action projects, including cleanups of hazardous material spills, cleanout of tanks/surface impoundments and remediation of abandoned waste sites. EEI has also decontaminated several large manufacturing facilities through the removal and disposal of chemical wastes, PCBs, asbestos, and contaminated soils. EEI is a Coast Guard rated spill response contractor who manages OEPA directed spill cleanups in the Southern half of Ohio.

Lab Pack Services. EEI's Lab Pack Division provides segregation and packaging services for the disposal of laboratory chemicals. Pioneers in the decommissioning and treatment of lab packs, EEI provided these services to its customers while other facilities were simply landfilling lab packs. With this type of experience EEI is one of the most qualified companies in the industry to provide lab pack services.

Transportation. Midwest Environmental Transport, Inc. (MET), a wholly owned subsidiary of EEI, is currently permitted in 42 states and operates a fleet of power units, vans, tankers and dump trailers, plus specialized equipment designed for sludge and waste handling. Our management personnel understand industrial wastes, transportation and the strict regulatory aspects of their work.

Waste Management Service. EEI operates a state of the art hazardous waste treatment/disposal facility permitted by the Federal and State Environmental Protection Agencies. Located in Cincinnati, our facility can accept a wide variety of waste streams for processing, including acids and bases, waste laboratory chemicals, flammable liquids and sludges, aerosol cans, plating baths and sludges, water reactive materials, chemotherapy waste, scintillation vials and off-specification consumer products. Additionally, EEI possesses an Ohio Pharmaceutical License for the safe transport, storage and disposal of all pharmaceuticals including controlled substances whether found in clandestine laboratories, pharmacies or HHW collections. Our ATF (Alcohol, Tobacco and Firearms) permit also ensures that flammable solids, fireworks and reactives are handled, stored and disposed of under the strictest accordance of the law.

Equal Opportunity Employer. EEI is committed to Equal Employment Opportunity and Affirmative Action programs.

Insurance Coverages. See enclosed insurance certificate for EEI and MET.

Experience. EEI has over forty-six years' experience in the treatment, recycle, and reuse of hazardous waste.

EEI operates a fully permitted hazardous waste treatment and storage facility servicing over 1,800 generators per year. Ohio EPA indicates that this is more than any other facility in Ohio. We routinely provide services to academia, business and industry, for packaging, labor, equipment, materials, supplies, manifesting, labeling, transportation and disposal.

As a facility handling HHW, EEI has provided recycle/reuse, treatment and disposal services for the following contractors over the past thirteen years.

Laidlaw Environmental (615) 643-4511	Permafix (Formerly Quadrex) (904) 373-6066
Universal Waste (813) 623-5302	Radiac Research (718) 963-2233
Care Environmental (201) 299-0774	EQ (313) 923-0080

Vexor (330) 721-9773	Onyx (409) 736-2821

EEI is the final recycle/treatment facility for many of our customers' wastes. EEI's facility offers a wide variety of treatment technologies, i.e., recycle/reuse, chemical destruction, such as neutralization, oxidation, reduction, hydrolysis, cyanide destruction, fixation and stabilization for appropriate materials in compliance with 40CFR Part 268.

Facility Identification: **Environmental Enterprises, Inc.**
4650 Spring Grove Avenue
Cincinnati, Ohio 45232
Contact: Brian DePeel
Phone: (800) 850-3587 / (513) 853-3587
EPA # OHD083377010

Licensing Agency: **Ohio Environmental Protection Agency**
Southwest District Office
401 East Fifth Street
Dayton, Ohio 45402
Phone: (513) 285-6094
Fax: (513) 285-6404

EEI operates under a hazardous waste permit issued by the USEPA and the State of Ohio. EEI's Part-B permit allows EEI to accept over 400 RCRA waste codes at its Cincinnati facility. EEI also operates under USEPA authority as a commercial storer of PCBs under permit. Such a permit is required for any facility receiving PCB wastes from offsite generators. MET is also permitted by USEPA as a PCB transporter.

Availability. Representatives from EEI are available for planning meetings, site visits, presentations and assistance with the media.

Staffing. Unlike many of our competitors, EEI will only provide trained, experienced personnel to staff HHW collection events.

EEI's personnel have received training in spill response, containment, hazardous materials handling, evacuation procedures, firefighting, and emergency first aid/CPR. Employees have received the OSHA required 40 hours of training with annual updates and reviews. Awareness training is also provided to workers handling Household Hazardous Waste. Training records are available upon request.

EEI employees go through a drug screening, medical surveillance, and health monitoring program which includes annual physicals. Records, which are confidential, are available on request with the express written consent of EEI and its employees.

EEI is also a universal waste processor for pesticides, mercury wastes and all types of batteries.

Safety Record. EEI has never had any accidents or environmental releases of hazardous materials during the performance of a household waste collection event.

TRANSPORTATION

Transportation. Transportation will be performed by Midwest Environmental Transport, Inc. (MET) a wholly owned subsidiary of EEI.

Midwest Environmental Transport, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241
U.S. EPA I.D. No. OH000000539
DOT No. 0333081
Contact: James Crawford
(513) 782-8922

Midwest Environmental Transport, Inc. (MET) is an ICC and waste transportation company which operates a fleet of power units, vans, tankers, roll-off containers, and dump trailers, plus specialized equipment designed for sludge and waste handling. By maintaining a variety of transportation vehicles we are able to service a variety of customers and transport multiple waste streams. Our current vehicle inventory includes:

- Vans
- Straight Trucks With Lift Gates
- Stainless Steel Tankers
- Acid Tankers
- Dump Trailers
- Vacuum Equipment
- Roll-Off Equipment



Our management personnel understand industrial wastes, transportation, and the strict regulatory aspects of their work. Our trained drivers are taught the strict procedures of hazardous materials handling, transportation, manifesting, placarding, and emergency spill contingency plans as well as emergency response and spill cleanup. They are periodically retrained, in addition to regulatory requirements, on the continually changing environmental and DOT regulations. All drivers participate in medical monitoring and drug screens in accordance with DOT regulatory requirements. Each vehicle is equipped with a spill response manual and equipment. A computer is utilized to prepare manifests, labels, etc., to ensure compliance with DOT and EPA shipping requirements. This system ensures proper DOT shipping descriptions, waste codes, etc.

Midwest Environmental Transport is permitted to haul hazardous materials in the following states:

Alabama	Kansas	Nevada	Texas
Arkansas	Kentucky	New Mexico	Utah
Arizona	Louisiana	New York	Virginia
California	Maryland	North Carolina	Washington DC

Delaware	Michigan	Ohio	Wisconsin
Florida	Minnesota	Oklahoma	West Virginia
Georgia	Mississippi	Pennsylvania	Wyoming
Illinois	Missouri	South Carolina	
Indiana	Montana	South Dakota	
Iowa	Nebraska	Tennessee	

REFERENCES

Lexington Fayette Urban County Government (LFUCG)
Lauren Monahan
Environmental Initiatives Specialist
Division of Waste Management
675 Byrd Thurman Drive
Lexington, Kentucky 40510
(859) 367- 4948
lmonahan@lexingtonky.gov

EEI was awarded the HHW Collection for **Lexington Fayette Urban County Government (LFUCG)** for 2016, 2017, 2018 and performed their second or fall collection in 2018 in October.

The initial collection with EEI was in 2016 and had 1,561 residents participating, 2017 had 1786 and the two collections in 2018 had a total of 2525 residents participating. EEI collected 151,405 pounds of material in 2016, 223,617 pounds in 2017 and 315,203 was collected in 2018 and transported back to EEI's facility in Cincinnati, Ohio.

EEI also collected the City Department Drop offs on Friday the day prior to the HHW Collection.

On March 3rd of 2019, EEI was once again awarded LFUCG's HHW collection contract.

2020 brought the cancellation of the spring HHW collection due to the Coronavirus Pandemic and only one collection was held in the fall when 2065 LFUCG residents participated in the collection.

2021 brought back both HHW Collections which brought in 1648 residents in the spring and 1288 in the fall diverting 193,641 pounds of material from the landfill and 80,739 pounds additionally were collected in the fall collection.

The spring 2022 collection had only 1246 residents participate with 79,937 pounds of material being collected by EEI.

Northern Kentucky Solid Waste Management Area (NKSWMA)
Mike Wilson
Solid Waste Management District Coordinator
5645 Idlewild Road
Burlington, Kentucky 41005
859 334-3629
mike.wilson@boonecountyky.org

EEI continued its longtime working relationship with NKSWMA after being awarded the expanded contract again in 2015 and has been performing their collections since then. Our next collection is scheduled for November 2022. EEI has performed HHW collections in northern Kentucky starting with Fluorescent Bulbs and Mercury and moved into full blown collections accepting most of the waste that residents deliver.

2015 was a record-breaking year for NKSWMA when 2,017 residents delivered 169,666 pounds of material during a 6 hour time period.

2016 proved to be an even larger HHW collection as 2,576 residents delivered 217,161 pounds of material to the collection site. As was done in 2015, EEI utilized 4 traffic lanes to keep the cars moving during all 6 hours of this collection. EEI provided 23 staff personnel for this collection and had minimal resident waiting times remaining consistently below the 20 minute offer in each bid - which is a cornerstone example of EEI's unmatched experience, knowledge and dedication to detail on each and every event.

Final collection totals for NKSWMA revealed resident increased to over 3,200 vehicles in 2017 and total poundage to 226,524 pounds.

2018 showed a decrease in the resident participation to 2,843 and the number of pounds of material likewise dropped to 169,977 pounds collected by EEI.

Vanderburgh County/Evansville, IN
Ms. Jean Carlson
Vanderburgh County SWMD
One N.W. Martin Luther King Jr., Blvd.
Evansville, IN 47708
(812) 436-7800
jcarlson@vanderburghgov.com

EEI has performed a HHW Collection for Vanderburgh County Solid Waste Management District for 23 of the past 24 years with another two additional collections already scheduled for April and September of 2022.

While this collection is not what it once was back in the late 90's and early 2000's, Vanderburgh County resident participation still averages ~1000 residents per collection and ~100,000 pounds of waste brought to the site.

2016's collection had 1,011 residents participate and 82,015 pounds were collected on this June event collection.

2017 had 1,257 residents participate in their collection with 84,622 pounds of materials collected.

2018 had another site relocation which brought in only 645 residents and 59,669 pounds of materials collected.

2019 had a much larger collection response with 80,419 pound of material collected and 850 residents participating.

2020 was supposed to start multiple collections at Vanderburgh County however, as everyone experienced, it was a Covid-19 year and Vanderburgh County only held one collection with 1,016 residents participating and 84,486 pounds of material were collected.

2021 was the official start of the bi-annual collections for Vanderburgh County and for both collections 1,426 residents participated and over both collections 113,870 pounds of material was collected.

Average wait times for the residents remain below EEI's self-imposed requirement of 20 minutes per vehicle.

GLOW Solid Waste Management Committee
Genesee County
Livingston County
Wyoming County

Margaret C. Grayson
Genesee County Bldg. 2
3837 West Main Street Road
Batavia, NY 14020
(585) 344-2580 Ext. 5463
pgrayson@co.genesee.ny.us

EEI has provided Turnkey mobile HHW collections for GLOW since 2005 moving to a different county each year to hold their collections. At the inception of this contract collection sizes were scheduled for approximately 350 residents. Starting in 2011, the size of the collections grew to 500 residents scheduled to participate and expanded even further in 2013 to 600 scheduled appointments. Initial collection totals started at 18,073 pounds of materials collected in 2005 and grew to 34,114 pounds collected in 2016.

EEI initially provided 8 personnel for the collection in 2005 and increased their personnel to 15 in 2010 to keep wait times for the residents well under EEI's self-imposed limit of 20 minutes. Eighteen (18) EEI personnel were allocated for the Batavia site in 2013 to maintain the expeditious unloading of resident vehicles and remained at this number through 2017. In 2017, the site location was in Livingston County, NY and 626 residents registered and participated in this collection. 22,797 pounds of materials were unloaded, packaged and transported back to EEI from this one day collection.

2018 had the collection move to the third county in GLOW – Wyoming County. 550 residents brought materials into the site with EEI collection and transporting 29,940 pounds of material back to their facility in Cincinnati, Ohio.

EEI has continued to perform their collections and are scheduled to do Genesee County in September 2022.

Solid Waste Authority of Central Ohio (SWACO)
Mr. JD Compston, Recycling Coordinator
6220 Young Road
Grove City, Ohio 43123
(614) 871-5100
jerry.compston@swaco.org

EEI began working with the Solid Waste Authority of Central Ohio (SWACO) in 2006 on their remote collections throughout Franklin County. These consisted of 32 separate collections over a two-year period.

In 2007, SWACO extended EEI's contract through 2018 and requested that EEI establish a permanent collection site within the city limits of Columbus. This site, located at 1249 Essex Street opened in November of 2007. This site has operated without any incidents or safety issues for the past four years with a high level of customer satisfaction.

Types of SWACO approved waste collected: Bulk fuels; Paint; Bulk used oil; Bulk Antifreeze; Corrosive acids; Corrosive bases; PCB light ballasts; flammables; Pesticides; Oxidizers; Poisons; Aerosols; Pesticide aerosols; Asbestos; Propane; Aluminum paint; Fire extinguishers; Lead acid batteries; Dry cell batteries; Ni Cad batteries; Mercury; Household cleaners; Fluorescent light bulbs; Putty & adhesives; Computer equipment.

EEI operates this site with a staff of five - resident participation numbers totaled 5800+ residents with over of 603,000 pounds of waste collected.

EEI's contract has been extended through 2023.

Lake County Solid Waste District
Mr. Tim Gourley
105 Main Street
Painesville, Ohio 44077
(440) 350-2645
tim.gourley@lakecountyohio.gov

EEI just completed their 8th contract year with Lake County for two collections per year in the spring and in the fall. This collection has been drawing crowds of ~1600 per collection all four years of this contract. When EEI was awarded this contract, they had been the incumbent vendor the previous 5 years. Lake County has averaged per collection 140,773 pounds of material per collection.

Pennsylvania Resources Council (PRC)
Josh Schuneman
Program Coordinator / Recycling Coordinator
64 South 14th Street
Pittsburgh, Pa. 15203
(412) 431-4449 ext. 213
joshs@prc.org

Pennsylvania Resources Council (PRC)
Sarah Alessio Shea – Western PA Director
64 South 14th Street
Pittsburgh, Pa. 15203
(412) 431-4449

Josh Schuneman now oversees all operational activities for the seven (7) PRC HHW collections since 2017 while observing Environmental Enterprises, Inc. (EEI) site protocols, safety and operational activities.

EEI has performed six (6) collections for PRC adding a seventh (7) in the fall of 2018 and an additional collection for Beaver County starting in 2022.

Allegheny County – North Park: Allegheny County in Pennsylvania encompasses the entire City of Pittsburgh. The North Park site is typically performed in the spring and has seen resident participation since 2006 from a low of 1000 vehicles to a high in 2015 of 1549 residents. As of 2021, the poundage of material for this site was 72,107 pounds with 998 residents participating.

Allegheny County – Boyce Park: This site location is the center location between North and South Park and is typically held in the month of August. This site has grown from a modest start of ~500 residents participating to 758 vehicles in 2016. For 2021, this site dropped a bit from Covid-19 of 2020 to 432 vehicles and 50,210 pounds of waste collected.

Allegheny County – South Park: This is the 3rd of the City of Pittsburgh locations and is typically held in the month of September. Of the three (3) sites in the City of Pittsburgh, South Park is typically the 2nd in resident participation however, on more than one occasion has outdrawn North Park in participation. This site for 2021 had 956 vehicles and collected waste poundage of 60,919 pounds.

Cambria County: Performed typically in the spring since 2006 at Compliance Technology in Johnstown, Pa. – which is a neighboring city to Pittsburgh. EEI serviced 311 Cambria County residents in 2021 collecting 40,113 pounds of material while again providing a zero wait-time to the residents to be unloaded.

Washington County: This county joined the SWPa HHW Task Force in 2009 and initially started on an every other year basis and likewise, has seemed to move site locations every year and for 2016 was indoors at their County Fairgrounds. For 2017, this location was once again moved to the City/County's Minor League Baseball complex. The lowest participation was in 2012 when 63 residents participated however, in 2021 – 760 residents participated delivering 45,249 pounds of Household Waste.

Beaver County: EEI provides its final collection event for the SWPa HHW Task Force at Beaver County. Also, one of the original counties of the Task Force since 2006, this collection is held at the Beaver County Recycling Center and originally provided collection services to ~100 residents. This location has grown each and every year and serviced 389 residents in 2021 who delivered 39,464 pounds of acceptable waste to EEI. Beaver County will begin two (2) collections a year beginning in 2022.

Fayette County: EEI will began servicing this new client for PRC and EEI in June of 2018. There were 258 cars serviced at this location for a first time event with EEI collecting, packaging and transporting 12,256 pounds of material back to EEI. 2021 brought 192 residents from Fayette County into the Fairgrounds and 28,996 pounds of materials were collected. For 2022, Fayette will begin collection operations at their Recycling Center.

NOTE: EEI recycles 90% of all materials collected.

ENVIENT-01 GEBMA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Selzer Company
975 Easton Road Ste. 100
Warrington, PA 18976

CONTACT NAME: Christian M. Archut, CPCU, ARM
PHONE (A/C, No, Ext): (215) 491-2700 102 FAX (A/C, No):
E-MAIL ADDRESS: christian@selzercompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Insurance Company	13604
INSURER B : Starr Indemnity & Liability Co	38318
INSURER C : American Interstate Insurance	31895
INSURER D : Westchester Fire Insurance Co	10030
INSURER E :	
INSURER F :	

INSURED
Environmental Enterprises, Inc.
Midwest Environmental Transport, Inc.
Expressway Commerce Company, Inc.
10163 Cincinnati-Dayton Rd
Cincinnati, OH 45241

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			1000066911221	4/1/2022	4/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						STOP GAP	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			1000626046221	4/1/2022	4/1/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			1000337284221	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 6,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 6,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		AVWCVA3076382022	4/29/2022	4/29/2023	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
D	Site Pollution			G71115896 005	4/1/2022	4/1/2023	Limit	8,000,000
D	Financial Responsibi			G71115501 005	4/1/2022	4/1/2023	Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured on the General Liability and Automobile Policies as required by written contract.

CERTIFICATE HOLDER

Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, OH 45241

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
MP Egan

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Ohio | Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00666981

ENVIRONMENTAL ENTERPRISES INC
10163 CINCINNATI DAYTON RD
CINCINNATI OH 45241

Period Specified Below
07/01/2022 to 07/01/2023

www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio | Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

DP-29 BWC-1629 (Rev. Jan. 10, 2019)

611

Ohio | Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00943437

MIDWEST ENVIRONMENTAL TRANSPORT INC
10163 CINCINNATI DAYTON RD
CINCINNATI OH 45241-1586

Period Specified Below
07/01/2022 to 07/01/2023

www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio | Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

Mr. Daniel McCabe
President
Environmental Enterprises, Inc.
4650 Spring Grove Ave.
Cincinnati, Ohio 45232

Re: Final Federal RCRA Permit, Environmental Enterprises Inc.
Cincinnati, Ohio, OHD 083 377 010

Dear Mr. McCabe:

Enclosed is a copy of the final federal portion of a Resource Conservation and Recovery Act (RCRA) Hazardous Waste permit for the above-referenced facility. The complete RCRA Hazardous Waste permit contains both federal permit conditions (contained herein) and State permit conditions, which were issued separately by the State of Ohio RCRA program authorized under Title 40 of the Code of Federal Regulations (40 C.F.R.) Part 271. Any hazardous waste activity not included in the federal portion of the RCRA permit or in the State portion of the RCRA permit is prohibited when such activity requires a RCRA Hazardous Waste permit.

The draft federal RCRA permit was publicly noticed in the Cincinnati Enquirer and WKFS 107.1 FM, on or about April 30, 2020. A copy of the draft federal RCRA permit was available for review at the Public Library of Cincinnati & Hamilton County College Hills Branch, 1400 West North Bend Road, Cincinnati, Ohio 45224. The public comment period extended from April 30, 2020 to June 30, 2020.

The U.S. Environmental Protection Agency received no comments on the draft Federal RCRA permit during the public comment period. F.F.A 9/3/20

This federal permit is effective on **September 2, 2020 and valid until August 27, 2030,** unless the federal permit is revoked and reissued, or terminated pursuant to 40 C.F.R. § 270.41 and § 270.43. Failure to comply with any conditions of the federal permit may result in civil and/or criminal penalties.

You may appeal the issuance of this permit by filing a petition for review with the Environmental Appeals Board as provided at 40 C.F.R. § 124.19.

A petition for review of any condition of a RCRA permit decision must be filed with the Environmental Appeals Board within 30 days after EPA serves notice of the issuance of the final permit decision. 40 C.F.R. § 124.19(a)(3). When EPA serves the notice by mail, service is deemed to be completed when the notice is placed in the mail, not when it is received. However, to compensate for the delay caused by mailing, the 30-day deadline for filing a petition is extended by three days if the final permit decision being appealed was served on the petitioner by mail. 40 C.F.R. § 124.20(d). Petitions are deemed filed when they are received by the Clerk of the Board at the address specified for the appropriate method of delivery. 40 C.F.R. § 124.19(a)(3) and 40 C.F.R. § 124.19(i). Additional information regarding petitions for review may be found in the Environmental Appeals Board Practice Manual (January 2013) and A Citizen's Guide to EPA's Environmental Appeals Board, both of which are available at http://yosemite.epa.gov/oa/EAB_Web_Docket.nsf/General+Information/Environmental+Appeals+Board+Guidance+Documents?OpenDocument.

Eligibility to appeal the federal permit is discussed further in 40 C.F.R. § 124.19. General filing requirements are contained in the Practice Manual, The Environmental Appeals Board and A Citizens' Guide to EPA's Environmental Appeals Board.

All documents that are sent through the U.S. Postal Service (except by Express Mail) must be addressed as follows:

Clerk of the Board
U.S. Environmental Protection Agency
Environmental Appeals Board
1200 Pennsylvania Avenue, NW
Mail Code 1103M
Washington, DC 20460-0001

Documents that are hand-carried in person, delivered via courier, mailed by Express Mail, or delivered by a non-U.S. Postal Service carrier (e.g., Federal Express or UPS) must be delivered to:

Clerk of the Board
U.S. Environmental Protection Agency
Environmental Appeals Board
1201 Constitution Avenue, NW
WJC East, Room 3334
Washington, DC 20004

A copy of the petition should also be sent to:

Land and Chemicals Branch (LL-17J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

The procedures for filing an appeal are found in 40 C.F.R. § 124.19. The administrative appeal procedures must be completed prior to any action seeking judicial review.

If you have any questions concerning this permit, please contact Mr. Jae Lee of my staff, at (312) 886-3781.

Sincerely,

EDWARD NAM

Digitally signed by EDWARD NAM
Date: 2020.09.02 23:11:38 -05'00'

Edward Nam
Director
Land, Chemicals and Redevelopment Division

Enclosures

cc: Bradley Mitchell, OEPA

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Final

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

RESOURCE CONSERVATION AND RECOVERY ACT PERMIT

Facility Name and Location: Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, Ohio 45232

Owner: Expressway Commerce Co., Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

Operator: Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, Ohio 45232

U.S. EPA Identification Number: OHD 083 377 010

Effective Date: September ~~4~~ 2, 2020 Final. 9/3/20

Expiration Date: August 27, 2030

Authorized Activities:

The U.S. Environmental Protection Agency (EPA), Region 5 hereby issues a Resource Conservation and Recovery Act permit (hereinafter referred to as the "permit") to Environmental Enterprises, Inc. and Expressway Commerce Co., Inc. (addressed in the second person as "you" or "Permittees") in connection with the hazardous waste management operations at the Environmental Enterprises, Inc. facility located in Cincinnati, Ohio.

This permit is issued under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the Hazardous and Solid Waste Amendments ("HSWA") of 1984 (42 United States Code (U.S.C.) § 6901 *et seq.*) (collectively referred to as "RCRA") and EPA's regulations promulgated thereunder (codified, and to be codified, in Title 40 of the Code of Federal Regulations (40 C.F.R.)).

Specifically, this permit addresses air emission standards for equipment leaks, containers, tanks, and miscellaneous unit. See 40 C.F.R. Part 264, Subparts BB and CC.

According to Environmental Enterprises, Inc.'s RCRA Part B Permit Application, this facility currently does not operate process vents as defined in 40 C.F.R. Part 264, Subpart AA, Air Emission Standards for Process Vents. Therefore, the requirements under Subpart AA are not set forth in this permit.

The RCRA permit consists of both this permit, which contains the effective Federal RCRA permit conditions, and the effective State RCRA permit conditions under an Ohio Hazardous Waste Permit issued by the State of Ohio's RCRA program authorized under 40 C.F.R. Part 271 (hereinafter the "State RCRA permit"). Any hazardous waste activity which requires a RCRA permit and is not included in the RCRA permit is prohibited.

The State issued a RCRA permit on August 27, 2020. The effective and expiration dates of the State RCRA permit were August 27, 2020 and August 27, 2030, respectively.

Permit Approval:

On June 30, 1989, the State of Ohio received final authorization according to Section 3006 of RCRA, 42 U.S.C. § 6926, and 40 C.F.R. Part 271, to administer the pre-HSWA RCRA hazardous waste program. The State of Ohio has also received final authorization to administer certain additional RCRA requirements on several occasions since then.

However, because EPA has not yet authorized the State of Ohio to administer certain HSWA regulations, including the air emission standards for equipment leaks (40 C.F.R. Part 264, Subpart BB) and tanks, containers, and miscellaneous units (40 C.F.R. Part 264, Subpart CC), EPA, Region 5 is issuing the RCRA permit requirements for operations at your facility which fall under these regulations.

You must comply with all terms and conditions contained in this permit. This permit consists of all the conditions contained herein, the documents attached hereto, all documents cross-referenced in these documents, approved submittals (including plans, schedules and other documents), the applicable regulations in 40 C.F.R. Parts 124, 260, 261, 262, 264, 268, 270, and applicable provisions of RCRA. You must also comply with the State RCRA permit.

This permit is based on the assumption that: (1) the information submitted in your RCRA Part A and B Permit Renewal Applications dated April 1, 2019, 40 C.F.R. Part 264, Subpart AA, BB, and CC information dated April 5, 2019, and all other revisions and addendums to that application (hereinafter referred to as the "Part B Permit Application") is complete and accurate, and (2) the facility is configured, operated and maintained as specified in the Part B Permit Application and other relevant documents.

Any inaccuracies in the submitted information may be grounds for EPA to terminate, revoke and reissue, or modify this permit in accordance with 40 C.F.R. §§ 270.41, 270.42 and 270.43; and for enforcement action. You must promptly inform EPA of any deviation from, or changes in, the information in the Part B Permit Application and other pertinent documents that might affect your ability to comply with the applicable regulations or conditions of this permit.

Opportunity to Appeal:

Petitions for review must be submitted within 30 days after EPA serves notice of the final permit decision. Any person who filed comments on the draft permit or participated in the public hearing may petition the Environmental Appeals Board to review any condition of the permit decision. Any person who failed to file comments or failed to participate in the public hearing on the draft permit may file a petition for review only to the extent of the changes from the draft to the final permit decision. The procedures for permit appeals are found in 40 C.F.R. § 124.19.

Effective Date: EPA 9/2/20

This permit is effective as of **September 2, 2020** and will remain in effect until **August 27, 2030**, unless revoked and reissued under 40 C.F.R. § 270.41, terminated under 40 C.F.R. § 270.43, or continued in accordance with 40 C.F.R. § 270.51(a).

EDWARD NAM Digitally signed by EDWARD NAM Date: 2020.09.02 23:15:30 -05'00'

By: _____ Date: _____

Edward Nam
Director
Land, Chemicals and Redevelopment Division

OHD 083 377 010
Environmental Enterprises, Inc.

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SECTION I—STANDARD PERMIT CONDITIONS

I.A EFFECT OF PERMIT

This permit contains the federal RCRA permit conditions. You also have a state RCRA permit. You are hereby allowed to manage hazardous waste at the Environmental Enterprises, Inc. ("facility") in accordance with this permit and the effective state RCRA permit. The storage and treatment of RCRA hazardous waste must comply with all terms and conditions in this permit. Other aspects of the storage and treatment of RCRA hazardous waste are subject to the conditions in the state-issued portion of the RCRA permit. Any hazardous waste activity which requires a RCRA permit and is not included either in this permit or the state RCRA permit, is prohibited.

Subject to 40 C.F.R. § 270.4, compliance with the RCRA permit during its term constitutes compliance, for purposes of enforcement, with Subtitle C of RCRA except for those requirements not included in the permit which: (1) become effective by statute; (2) are promulgated under 40 C.F.R. Part 268 restricting the placement of hazardous waste in or on the land; (3) are promulgated under 40 C.F.R. Part 264 regarding leak detection systems; or (4) are promulgated under Subparts AA, BB, or CC of 40 C.F.R. Part 265 limiting air emissions. (40 C.F.R. § 270.4).

This permit does not: (1) convey any property rights or any exclusive privilege; (2) authorize any injury to persons or property, or invasion of other private rights; or (3) authorize any infringement of state or local law or regulations. Compliance with the terms of this permit does not constitute a defense to any order issued, or any action brought, under: (1) Sections 3008(a), 3008(h), 3013, or 7003 of RCRA; (2) Sections 104, 106(a), or 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq.* (commonly known as "CERCLA"); or (3) any other law protecting public health or the environment.

I.B PERMIT ACTIONS

I.B.1 Permit Review, Modification, Revocation and Reissuance, and Termination

EPA may review, modify, or revoke and reissue this permit, or terminate it for cause, as specified in 40 C.F.R. §§ 270.41, 270.42, and 270.43. EPA may also review and modify this permit, consistent with 40 C.F.R. § 270.41, to include any terms and conditions it determines are necessary to protect human health and the environment under Section 3005(c)(3) of RCRA. The filing of a request for a permit modification, revocation and reissuance, termination, or a notification of planned changes or anticipated noncompliance on your part will not stay the applicability or enforceability of any permit condition. (40 C.F.R. § 270.30(f)).

You may request a modification of this permit under the procedures specified in 40 C.F.R. § 270.42. A Class 1 modification is generally allowed without prior approval by EPA, except under certain conditions as described in 40 C.F.R. § 270.42(a)(2). A Class 2 modification requires prior approval by EPA as described in 40 C.F.R. § 270.42(b). You must not perform any construction associated with a Class 3 permit modification request until such modification request is granted and the modification becomes effective.

You may perform construction associated with a Class 2 permit modification request beginning 60 calendar days after submission of the request, unless the Director establishes a later date. (40 C.F.R. § 270.42(b)(8)). (Pursuant to Chapter 8-6 of the Region 5 Delegation Manual, the authority assigned to the Regional Administrator as Director under 40 C.F.R. § 270.42(b)(8) has been delegated to the Director of the Land, Chemicals and Redevelopment Division of EPA, Region 5. Thus, for the purposes of this permit, the term Director must refer to the Division Director of EPA Region 5's Land, Chemicals and Redevelopment Division). Procedures for a Class 3 modification are specified in 40 C.F.R. § 270.42(c).

I.B.2 Permit Renewal

This permit may be renewed as specified in 40 C.F.R. § 270.30(b) and Section I.E.2 of this permit. In reviewing any application for a permit renewal, EPA will consider improvements in the state of control and measurement technology, and changes in applicable regulations. (40 C.F.R. § 270.30(b) and RCRA Section 3005(c)(3)).

I.C SEVERABILITY

This permit's provisions are severable. If any permit provision, or the application of any permit provision to any circumstance, is held invalid, such provision's application to other circumstances and the remainder of this permit will not be affected. Invalidation of any statutory or regulatory provision on which any condition of this permit is based does not affect the validity of any other statutory or regulatory basis for that condition. (40 C.F.R. § 124.16(a)).

I.D DEFINITIONS

The terms used in this permit will have the same meaning as in 40 C.F.R. Parts 124, 260 through 266, 268 and 270, unless this permit specifically provides otherwise. Where neither the regulations nor the permit define a term, the term's definition will be the standard dictionary definition or its generally accepted scientific or industrial meaning.

I.E DUTIES AND REQUIREMENTS

I.E.1 Duty to Comply

You must comply with all conditions of this permit, except to the extent and for the duration for which an emergency permit authorizes such noncompliance (40 C.F.R. § 270.61). Any permit noncompliance, except under the terms of an emergency permit, constitutes a violation of RCRA and will be grounds for: enforcement action; permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. (40 C.F.R. § 270.30(a)).

I.E.2 Duty to Reapply

If you wish to continue an activity this permit regulates after its expiration date, you must apply for and obtain a new permit. You must submit a complete application for a new permit at least 180 calendar days before the permit expires, unless the Director grants permission for a later date. The Director will not grant permission to submit the complete application for a new permit later than the permit's expiration date.
(40 C.F.R. §§ 270.10(h) and 270.30(b)).

I.E.3 Permit Expiration

Unless revoked or terminated, this permit and all conditions herein will be effective until August 27, 2030. This permit and all conditions herein will remain in effect beyond the permit's expiration date if you have submitted a timely, complete application (40 C.F.R. § 270.10 and §§ 270.13 through 270.29), and, through no fault of your own, the Director has not made a final determination regarding permit reissuance. (40 C.F.R. §§ 270.50 and 270.51).

I.E.4 Need to Halt or Reduce Activity Not a Defense

In an enforcement action, you are not entitled to a defense that it would have been necessary to halt or reduce the permitted activity to maintain compliance with this permit. (40 C.F.R. § 270.30(c)).

I.E.5 Duty to Mitigate

In the event of noncompliance with this permit, you must take all reasonable steps to minimize releases to the environment resulting from the noncompliance and must implement all reasonable measures to prevent significant adverse impacts on human health or the environment. (40 C.F.R. § 270.30(d)).

I.E.6 Proper Operation and Maintenance

You must always properly operate and maintain all facilities and treatment and control systems (and related appurtenances) that you install or use to comply with this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance/quality control procedures. This provision requires you to operate back-up or auxiliary facilities or similar systems only when necessary to comply with this permit. (40 C.F.R. § 270.30(e)).

I.E.7 Duty to Provide Information

You must provide the Director, within a reasonable time, any relevant information that the Director requests to determine whether there is cause to modify, revoke and reissue, or terminate this permit, or to determine permit compliance. You must also provide the Director, upon request, with copies of any records this permit requires. The information you must maintain under this permit is not subject to the Paperwork Reduction Act, 44 U.S.C. §§ 3501 *et seq.* (40 C.F.R. §§ 264.74(a) and 270.30(h)).

I.E.8 Inspection and Entry

Upon the presentation of credentials and other legally required documents, you must allow the Director or an authorized representative to:

I.E.8.a Enter at reasonable times upon your premises where a regulated activity is located or conducted, or where records must be kept under the conditions of this permit;

I.E.8.b Have access to and copy, at reasonable times, any records that you must keep under the conditions of this permit;

I.E.8.c Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

I.E.8.d Sample or monitor any substances at any location at reasonable times, to assure permit compliance or as RCRA otherwise authorizes.

Notwithstanding any provision of this permit, EPA retains the inspection and access authority which it has under RCRA and other applicable laws. (40 C.F.R. § 270.30(i)).

I.E.9 Monitoring and Records

I.E.9.a Samples and measurements taken for monitoring purposes must be representative of the monitored activity. The methods used to obtain a representative sample of the feed streams, treatment residues, or other hazardous waste to be analyzed must be the appropriate methods from Appendix I of 40 C.F.R. Part 261, or the methods specified in the Waste Characteristics section (Section C of the Part B Permit Application), or an equivalent method approved by the Director. Laboratory methods must be those specified in *Test Methods for Evaluating Solid Waste: Physical/Chemical Methods* (SW-846, latest edition), *Methods for Chemical Analysis of Water and Wastes* (EPA 600/4-79-020), or an equivalent method, as specified in the referenced Waste Characteristics. (40 C.F.R. § 270.30(j)(1)).

I.E.9.b You must retain, at the facility, all records as specified in 40 C.F.R. § 264.74.

I.E.9.c You must submit all monitoring results at the intervals specified in this permit.

I.E.9.d You must retain all reports, records, or other documents, required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the reports, records, or other documents, unless a different period is specified in this permit. The 3-year period may be extended by request of the Director at any time and is automatically extended during the course of any unresolved enforcement action regarding this facility. (40 C.F.R. §§ 270.30(j) and 270.31).

I.E.10 Reporting Planned Changes

You must notify the Director as soon as possible of any planned physical alterations or additions to the permitted facility. (40 C.F.R. § 270.30(l)(1)).

I.E.11 Reporting Anticipated Noncompliance

You must notify the Director, in advance, of any planned changes in the permitted facility or activity that may result in permit noncompliance. Advance notice will not constitute a defense for any noncompliance. (40 C.F.R. § 270.30(l)(2)).

I.E.12 Certification of Construction

You must not operate any RCRA air emission control devices completed after the

effective date of this permit until you have submitted to the Director, by certified mail or hand-delivery, a letter signed both by your authorized representative and by a registered professional engineer, in accordance with 40 C.F.R. § 270.30(l)(2)(i). That letter must state that the portions of the facility covered by this permit have been constructed in compliance with the applicable conditions of this permit. In addition, you must not operate the permitted control devices until either:

I.E.12.a The Director or his/her representative has inspected those portions of the facility and finds them in compliance with the conditions of the permit; or

I.E.12.b Within 15 calendar days of the date of submission of the Certification of Construction letter referenced in Section I.E.12 of this permit, the Permittee has not received notice from the Director of his or her intent to inspect, prior inspection is waived and the Permittee may commence treatment, storage, or disposal of hazardous waste in accordance with 40 C.F.R. § 270.30(l)(2)(ii)(B).

I.E.13 Transfer of Permits

This permit is not transferable to any person, except after notice to and approval of the Director. You must inform the Director in writing and obtain prior written approval of the Director before transferring ownership or operational control of the facility. (40 C.F.R. § 270.42, Appendix I). Under 40 C.F.R. § 270.40, the Director may require permit modification, or revocation and reissuance to change the name of the Permitee and incorporate other RCRA requirements. Before transferring ownership or operation of the facility during its operating life, you must notify the Director and obtain prior approval, and notify the new owner or operator in writing of the requirements of 40 C.F.R. Parts 264, 268, and 270, and you must provide a copy of the RCRA permit to the new owner or operator. (40 C.F.R. §§ 264.12(c), 270.30(l)(3), and 270.40(a)).

I.E.14 Twenty-Four Hour Reporting

I.E.14.a You must report to the Director any noncompliance with this permit that may endanger human health or the environment. Any such information must be promptly reported orally, but no later than 24 hours after you become aware of the circumstances.

I.E.14.b The report must include the following: (1) Information concerning release of any hazardous waste that may endanger public drinking water supplies; (2) Information of a release or discharge of hazardous waste; or (3) Information of a fire or explosion from the hazardous waste management facility, which could threaten the environment or human health outside the facility. You must include the following information:

(1) Name, title and telephone number of the person making the report;

(2) Name, address and telephone number of the facility owner or operator;

(3) Facility name, address and telephone number;

(4) Date, time and type of incident;

(5) Location and cause of incident;

(6) Identification and quantity of material(s) involved;

(7) Extent of injuries, if any;

(8) Assessment of actual or potential hazards to the environment and human health outside the facility, where applicable;

(9) Description of any emergency action taken to minimize the threat to human health and the environment; and

(10) Estimated quantity and disposition of recovered material that resulted from the incident.

(40 C.F.R. § 270.30(l)(6)).

I.E.14.c In addition to the oral notification required under Sections I.E.14.a and I.E.14.b of this permit, a written report must also be provided within 5 calendar days after you become aware of the circumstances. The written report must include, but is not limited to, the following:

(1) Name, address and telephone number of the person reporting;

(2) Incident description (noncompliance and/or release or discharge of hazardous waste), including cause, location, extent of injuries, if any, and an assessment of actual or potential hazards to the environment and human health outside the facility, where applicable;

(3) Period(s) in which the incident (noncompliance and/or release or discharge of hazardous waste) occurred, including exact dates and times;

(4) Whether the incident's results continue to threaten human health and the environment, which will depend on whether the noncompliance has been corrected and/or the release or discharge of hazardous waste has been adequately cleaned up; and

(5) If the noncompliance has not been corrected, the anticipated period for which it is expected to continue and the steps taken or planned to reduce, eliminate, and prevent the recurrence of the noncompliance.

The Director may waive the requirement that written notice be provided within 5 calendar days. However, you will then be required to submit a written report within 15 calendar days of the day on which you must provide oral notice, in accordance with Sections I.E.14.a and I.E.14.b of this permit. (40 C.F.R. §§ 270.30(1)(6) and 270.30(h)).

I.E.15 Other Noncompliance

You must report all instances of noncompliance not reported under Section I.E.14 of this permit, when any other reports this permit requires are submitted. The reports must contain the information listed in Section I.E.14 of this permit.
(40 C.F.R. § 270.30(l)(10)).

I.E.16 Other Information

I.E.16.a Whenever you become aware that you failed to submit or otherwise omitted any relevant facts in the Part B Permit Application or other submittal, or submitted incorrect information in the Part B Permit Application or other submittal, you must promptly notify the Director of any incorrect information or previously omitted information, submit the correct facts or information, and explain in writing the circumstances of the incomplete or inaccurate submittal. (40 C.F.R. §§ 270.30(l)(11) and 270.30(h)).

I.E.16.b All other requirements contained in 40 C.F.R. § 270.30 not specifically described in this permit are incorporated into this permit and you must comply with all those requirements.

I.F SIGNATORY REQUIREMENT

You must sign and certify all applications, reports, or information this permit requires, or which are otherwise submitted to the Director, in accordance with 40 C.F.R. § 270.11. (40 C.F.R. § 270.30(k)).

I.G REPORTS, NOTIFICATIONS AND SUBMITTALS TO THE DIRECTOR

Except as otherwise specified in this permit, all reports, notifications, or other submittals that this permit requires to be sent or given to the Director should be sent by certified mail or express mail, or hand-delivered to the U.S. Environmental Protection Agency Region 5, Land and Chemicals Branch, at the following address:

Land and Chemicals Branch, LL-17J
Land, Chemicals and Redevelopment Division
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

I.H CONFIDENTIAL INFORMATION

In accordance with 40 C.F.R. Part 2, Subpart B, you may claim any information this permit requires, or otherwise submitted to the Director, as confidential. You must assert any such claim at the time of submittal in the manner prescribed on the application form or instructions or, in the case of other submittals, by stamping the words "Confidential Business Information" on each page containing such information. If you made no claim at the time of submittal, the Director may make the information available to the public without further notice. If you assert a claim, the information will be treated in accordance with the procedures in 40 C.F.R. Part 2. (40 C.F.R. § 270.12). You have the burden of substantiating that the claimed information is confidential, and EPA may request further information from you regarding such claim, and may reasonably determine which such information to treat as confidential.

I.I DOCUMENTS TO BE MAINTAINED AT THE FACILITY

You must maintain at the facility, until closure is completed and certified by an independent registered professional engineer, the following documents and all amendments, revisions, and modifications to them.

I.I.1 Operating Record

You must maintain in the facility's operating record the documents required by this permit, and by the applicable portions of 40 C.F.R. §§ 264.13, 264.73, 264.1064, 264.1084, 264.1088, and 264.1089.

I.I.2 Notifications

You must maintain notifications from generators that are required by 40 C.F.R. § 268.7 to

accompany an incoming shipment of hazardous waste subject to 40 C.F.R. Part 268, Subpart C, that specify treatment standards, as required by 40 C.F.R. §§ 264.73, 268.7, and this permit.

I.I.3 Copy of Permit

You must keep a copy of this permit on the facility site, including all of the documents listed in any attachments, and you must update it as necessary to incorporate any official permit modifications.

I.J ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE

I.J.1 All attachments and documents that this permit requires to be submitted, if any, including all plans and schedules are, upon the Director's approval, incorporated into this permit by reference and become an enforceable part of this permit. Since required items are essential elements of this permit, failure to submit any of the required items or submission of inadequate or insufficient information may subject you to enforcement action under Section 3008 of RCRA. This may include fines, or permit suspension or revocation.

I.J.2 This permit also includes the documents attached hereto, all documents cross-referenced in these documents, and the applicable regulations contained in 40 C.F.R. Parts 124, 260, 261, 262, 264, 266, 268, and 270, and applicable provisions of RCRA, all of which are incorporated herein by reference.

I.J.3 Any inconsistency or deviation from the approved designs, plans and schedules is a permit noncompliance. The Director may grant written requests for extensions of due dates for submittals required in this permit.

I.J.4 If the Director determines that actions beyond those provided for, or changes to what is stated herein, are warranted, the Director may modify this permit according to procedures in Section I.B of this permit.

I.J.5 If any documents attached to this permit are found to conflict with any of the conditions in this permit, the condition will take precedence.

I.K COORDINATION WITH THE CLEAN AIR ACT

You must fully comply with the RCRA requirements contained in this permit. This permit does not include the requirements imposed by the Clean Air Act.

You must not operate process vents at the facility as defined in 40 C.F.R. § 264.1031.

SECTION II - AIR EMISSION STANDARDS FOR EQUIPMENT LEAKS (40 C.F.R. PART 264, SUBPART BB)

II.A EQUIPMENT LEAKS

II.A.1 Applicable Equipment

You must comply with all applicable requirements of 40 C.F.R. Part 264, Subpart BB, at 40 C.F.R. § 264.1050 through 40 C.F.R. § 264.1065, regarding air emission standards for equipment leaks. These requirements apply to equipment (hereinafter, applicable equipment) that: (i) is listed in 40 C.F.R. § 261.1031; and (ii) that contains or contacts hazardous waste with organic concentrations of at least 10 percent by weight that is managed in one of the units described in 40 C.F.R. § 264.1050(b).

The equipment that is subject to Subpart BB requirements at this facility is considered "In light liquid service" as defined in 40 C.F.R. § 264.1031, and consists of pumps, open-ended valves or lines, and/or closed vent system and control devices. This permit does not allow you to use any other applicable equipment.

II.A.2 Pumps in Light Liquid Service (40 C.F.R. § 264.1052)

II.A.2.a Each pump in light liquid service must be monitored monthly to detect leaks by the methods specified in 40 C.F.R. § 264.1063(b), except: any pump that is (1) equipped with dual mechanical seal system satisfying the requirements of 40 C.F.R. 264.1052(d), (2) designated, as described in 40 C.F.R. § 264.1064(g)(2), for no detectable emissions, as indicated by an instrument reading of less than 500 parts per million (ppm) above background, and meeting the requirements of 40 C.F.R. § 264.1052(e), or (3) equipped with a closed vent system capable of capturing and transporting any leakage from the seal or seals to a control device that complies with the requirements of 40 C.F.R. § 264.1052(f).

II.A.2.b Each pump must be checked by visual inspection each calendar week for seal leaks.

II.A.2.c A leak is detected if: (1) an instrument reading of 10,000 ppm or greater is measured, or (2) there is an indication of liquid dripping from the pump seal.

II.A.2.d When a leak is detected, it must be repaired as soon as practicable, but not later than 15 calendar days after it is detected, except as provided in 40 C.F.R. § 264.1059 - Standards: Delay of repair. The first attempt at repair must be made no later than five (5) calendar days after each leak is detected.

II.A.2.e You specified in the Part B Permit Application that two (2) pumps at the facility which are used to transfer hazardous waste with organic concentrations of at least 10 percent by weight are excluded from the requirement at 40 C.F.R. §§ 264.1052 to 264.1060 because they are in use less than 300 hours per calendar year, in accordance with 40 C.F.R. § 264.1050(f). In order to be excluded from those requirements under 40 C.F.R. § 264.1050(f), you must: (1) record the identification of such pumps, either by list or location (area or group), in a log; and (2) record the use of such pumps in hours daily in a log. (40 C.F.R. §§ 264.1050(f) and 264.1064(g)). The recorded log must be kept in the facility's operating record. At the end of each calendar year, you must determine the total amount of operating hours in that calendar year of each of two pumps which are used to transfer hazardous waste with organic concentrations of at least 10 percent by weight. The operating record must be available at the facility at all times for review by EPA, the state, local agencies, or their duly authorized representatives.

II.A.3 Open-ended Valves or Lines (40 C.F.R. § 264.1056)

II.A.3.a Each open-ended valve or line must be equipped with a: (1) cap, (2) blind flange, (3) plug, or (4) second valve, which must seal the open end at all times except during operations requiring hazardous waste stream flow through the open-ended valve or line.

II.A.3.b Each open-ended valve or line equipped with a second valve shall be operated in a manner such that the valve on the hazardous waste stream end is closed before the second valve is closed.

II.A.3.c When a double block and bleed system is used, the bleed valve or line may remain open during operations that require venting the line between the block valves but must seal the open end at all other times.

II.A.4 Delay of Repair (40 C.F.R. § 264.1059)

II.A.4.a Delay of repair of equipment for which leaks have been detected will be allowed if: (1) the repair is technically infeasible without a hazardous waste management unit shutdown (in such cases, repair of this equipment must occur before the end of the next hazardous waste management unit shutdown); or (2) the equipment is isolated from the hazardous waste management unit and does not continue to contain or contact hazardous waste with organic concentrations at least 10 percent by weight.

II.A.4.b Delay of repair for valves will be allowed if: (1) emissions of purged material resulting from immediate repair are greater than the emissions likely to result from delay of repair; and (2) when repair procedures are effected, the

purged material is collected and destroyed or recovered in a control device complying with 40 C.F.R. § 264.1060.

II.A.4.c Delay of repair for pumps will be allowed if: (1) repair requires the use of a dual mechanical seal system that includes a barrier fluid system; and (2) repair is completed as soon as practicable, but not later than 6 months after the leak was detected.

II.A.4.d Delay of repair beyond a hazardous waste management unit shutdown will be allowed for a valve only if the provisions of 40 C.F.R. § 264.1059(e) are met.

II.A.5 Closed-Vent Systems and Control Devices (40 C.F.R. § 264.1060)

Closed-vent systems and control devices that are subject to the provisions of 40 C.F.R. Part 264, Subpart BB (40 C.F.R. §§ 264.1050 through 264.1065) must comply with the provisions of 40 C.F.R. §§ 264.1033 and 264.1060.

II.B TEST METHODS AND PROCEDURES (40 C.F.R. § 264.1063)

You must comply with the test methods and procedures requirements specified in 40 C.F.R. § 264.1063.

II.C RECORDKEEPING AND REPORTING REQUIREMENTS (40 C.F.R. §§ 264.1064 and 264.1065)

You must comply with the recordkeeping and reporting requirements of 40 C.F.R. § 264.1064 and 264.1065.

SECTION III – AIR EMISSION STANDARDS FOR CONTAINERS, TANKS, AND MISCELLANEOUS UNIT (40 C.F.R. PART 264, SUBPART CC)

You are permitted by the state RCRA permit to store hazardous waste in four (4) tanks (T #1, T #2, T #3, and T #4) which are located at the main building. The total capacity of these tanks is 12,550 gallons (T #1: 4,000 gallons, T #2: 1,500 gallons, T #3: 6,500 gallons, and T #4: 550 gallons). Each of these four tanks contain aqueous metal bearing hazardous waste. Your Part B Permit Application states that all hazardous waste entering these tanks has an average volatile organic (VO) concentration of less than 500 parts per million by weight (ppmw) at the point of waste origination. Section III.A below discusses the conditions and requirements for an exemption under 40 C.F.R. § 264.1082(c)(1), from the standards specified at 40 C.F.R §§ 264.1084 through 264.1087, for tanks for which all hazardous waste entering the unit has an average VO concentration at the point of waste origination of less than 500 ppmw.

Hazardous waste is also stored in containers in the permitted thirty-two (32) container storage areas located at the annex and main buildings. These storage areas can store Level 1 and/or Level 2 containers. The combined maximum capacity of these container storage areas is 144,330 gallons. In drum storage area #14, which is one of thirty-two (32) containers storage areas, solvent pumping (i.e, transfer waste from tote and Level 1 Lab Pack Room containers to the tank-truck) and waste disperse processing (mixing the waste in the container through the drum dispenser) activities are being conducted.

Level 1 containers are also opened in the Lab Pack Room, which has its own closed vent system and a control device (carbon adsorption system) to transfer the contents into another Level 1 container for blending. The Lab Pack Room is not considered one of the 32 permitted container storage areas and thus is not included in calculating the facility's maximum capacity.

The facility also treats hazardous waste using a miscellaneous unit as defined in 40 C.F.R. Part 264, Subpart X.

You must comply with all applicable requirements of 40 C.F.R. § 264.1080 through 40 C.F.R. § 264.1090, regarding air emission standards for containers and tanks, including those applied to miscellaneous units under 40 C.F.R. § 264.601. All tanks not exempt from 40 C.F.R. §§ 264.1084 through 264.1087 in accordance with the provisions of 40 C.F.R. § 264.1082(c)(1) must be managed using the applicable standards at 40 C.F.R. § 264.1084.

You must not conduct waste stabilization processes, as defined in 40 C.F.R. § 265.1081, on any hazardous waste in containers and/or miscellaneous units that are subject to the requirements of Sections III.B, III.C and/or III.D of this permit, or in tanks that do not meet the requirements of Section III.A below.

For purpose of this permit, all containers that contain hazardous waste processed at this facility are considered to be "in light material service" as defined in 40 C.F.R. § 265.1081.

III.A MAXIMUM VOLATILE ORGANIC CONCENTRATION FOR TANKS T#1, T#2, T#3, AND T#4

The Permittee's Part B Permit Application states that the hazardous waste stored in tanks T#1, T#2, T#3, and T#4 at the facility contains an average volatile organic (VO) concentration at the point of waste origination of less than 500 ppmw.

40 C.F.R. § 264.1082(c)(1), in pertinent part, provides:

> *(c) A tank, surface impoundment, or container is exempt from standards specified in § 264.1084 through § 264.1087 of this subpart, as applicable, provided that the waste management unit is one of the following:*

> *(1) A tank, surface impoundment, or container for which all hazardous waste entering the unit has an average VO concentration at the point of waste origination of less than 500 ppmw. The average VO concentration shall be determined using the procedures specified in § 264.1083(a) of this subpart. The owner or operator must review and update, as necessary, this determination at least once every 12 months following the date of the initial determination for the hazardous waste streams entering the unit.*

Among other requirements, 40 C.F.R. § 264.1083(a) specifies procedures for determining the average VO concentration at the point of waste origination for each hazardous waste placed in a waste management unit exempted under 40 C.F.R. § 264.1082, including the procedures at 40 C.F.R. § 265.1084(a)(2) through (a)(4); discusses the timing of the initial determination; and requires an owner and operator to perform a new waste determination whenever changes to the source generating the waste stream are reasonably likely to cause the average VO concentration of the hazardous waste to increase to a level that is equal to or greater than the applicable VO concentration limits specified in 40 C.F.R. § 264.1082.

For a unit to be exempt from the requirements of 40 C.F.R. §§ 264.1084 through 264.1087, you must meet all the requirements specified at 40 C.F.R. § 264.1082(c)(1) for that unit, including but not limited to making timely determinations, following the procedures specified at § 264.1083(a), and having an average VO concentration for hazardous waste at the point of waste origination below 500 ppmw.

III.A.1 You are allowed to manage hazardous waste in tanks T#1, T#2, T#3, and T#4 in accordance with the state portion of the RCRA permit. All hazardous waste managed in each of these 4 tanks must contain an average VO concentration at the point of waste origination of less than 500 ppmw. The average VO concentration of a hazardous waste at the point of waste origination must be determined by direct measurement or approved method in accordance with the procedures specified in 40 C.F.R. §§ 264.1083(a) and 265.1084(a)(2) through (a)(4), as specified by 40 C.F.R. § 264.1082(c)(1).

III.A.2 For any hazardous waste to be transferred from container or tank truck into the tanks (T#1, T#2, T#3, and T#4), the waste in container or tank truck shall contain an average VO concentration less than 500 ppmw at the point of waste origination.

III.A.3 For each hazardous waste placed in these tanks (T#1, T#2, T#3, and T#4), you must review and update, as necessary, at least once every twelve months following the date of the initial determination, that the hazardous waste streams entering the unit have an average VO concentration at the point of waste origination of less than 500 ppmw using the procedures specified in 40 C.F.R. §§ 264.1083(a) and 265.1084(a)(2) through (a)(4), as specified in 40 C.F.R. § 264.1082(c)(1).

You must perform a new waste determination whenever changes to the source generating the waste stream are reasonably likely to cause the average VO concentration of the hazardous waste managed in these 4 tanks (T#1, T#2, T#3, and T#4) to increase to a level that is equal or greater than 500 ppmw. You must also review and update, as necessary, determinations under 40 C.F.R. § 264.1082(c)(1) at least once every twelve months following the date of the determination, as required by 40 C.F.R. § 264.1082(c)(1).

III.A.4 You must comply with all applicable recordkeeping and reporting requirements described in 40 C.F.R. § 264.1089 and § 264.1090 for these 4 tanks (T#1, T#2, T#3, and T#4).

III.A.5 For any proposed changes in your Part B Permit Application, which states that the hazardous waste processed in these four (4) tanks (T#1, T#2, T#3, and T#4) contains an average VO concentration at the point of waste origination of less than 500 ppmw, you must inform the EPA Region 5 RCRA program, in writing, about the changes no later than 30 calendar days prior to any such changes occuring. In the event that any of these four tanks specified in the Part B Permit Application process hazardous waste with an average VO concentration at the point of waste origination of 500 ppmw or greater, such tank(s) will be subject to and must comply with all applicable requirements specified in 40 C.F.R. § 264.1084, and you must submit a permit modification request providing for the application of 40 C.F.R. Part 264, Subpart CC to those hazardous waste tank(s).

III.B LEVEL 1 CONTAINER REQUIREMENTS

You must manage containers that contain hazardous waste and that have a design capacity greater than 0.1 m^3 (26.4 gallons) and less than or equal to 0.46 m^3 (121 gallons) with Container Level 1 standards as described at 40 C.F.R. § 264.1086(c). When managing hazardous waste in Level 1 containers, you must comply with the following requirements:

III.B.1 A Level 1 container must satisfy one of the following requirements (40 C.F.R. § 264.1086(e)(1)):

(a) meet the applicable U.S. Department of Transportation (DOT) regulations as specified in 40 C.F.R. § 264.1086(f),

(b) be equipped with a cover and closure devices as specified in 40 C.F.R. § 264.1086(c)(1)(ii), or

(c) be an open-top container with organic vapor suppressing barrier to prevent hazardous waste from being exposed to the atmosphere as specified in 40 C.F.R. § 264.1086(c)(1)(iii).

Containers which do not meet DOT regulation specified in 40 C.F.R. § 264.1086(f) must be equipped with covers and closure devices suitable for the physical and chemical characteristics of hazardous waste in containers, for maintaining container integrity and minimizing exposure of hazardous waste to the atmosphere throughout the life of the container, and for the environments under which the containers are placed in the storage facility. Any chemical used for vapor suppression must not generate heat and/or fumes and must be compatible with the hazardous waste in the container. Vapor suppression chemicals must maintain an acceptable and stable barrier between the barrier and the hazardous waste, thus preventing the release of volatile organics into the environment. The barrier must not chemically react to the hazardous waste. (40 C.F.R. § 264.1086(c)(2))

III.B.2 All covers and closure devices must be in the closed position whenever hazardous waste is in a container. Opening of a closure device or cover is allowed if it meets the purposes and respective requirements specified in 40 C.F.R. § 264.1086(c)(3)(i) through (v).

III.B.3 In transferring the waste from a Level 1 container to another Level 1 container in the Lab Pack Room, you must comply with the requirements specified in Condition III.B.2, above, or the requirements for Level 2 Containers as specified in Sections III.C and III.D.3, below.

III.B.4 You must inspect all containers and their covers and closure devices in accordance with 40 C.F.R. § 264.1086(c)(4)(i) and (ii) and repair defects in accordance with 40 C.F.R. § 264.1086(c)(4)(iii).

III.B.5 For any container with a capacity of 0.46 cubic meters (m^3) or greater that you are managing under the Level 1 container standards in the Condition III.B and that does not meet the requirements in Condition III.B.1.(a), above, you must maintain at the facility a copy of the procedure that you used to determine that the container is not managing hazardous waste "In light material service", as defined in 40 C.F.R. § 265.1081. (40 C.F.R. § 264.1086(c)(5)).

III.C LEVEL 2 CONTAINER REQUIREMENTS

You must manage containers that contain hazardous waste and that have a design capacity greater than 0.46 m^3 (121 gallons) with Container Level 2 standards as described at 40 C.F.R. § 264.1086(d). When storing hazardous waste in Level 2 containers you must comply with the following requirements:

III.C.1 As specified in 40 C.F.R. § 264.1086(d)(1), a Level 2 container must be:

III.C.1.a A container that meets the applicable U.S. DOT regulations on packaging hazardous materials for transportation as specified in 40 C.F.R. § 264.1086(f); or

III.C.1.b A container that operates with no detectable organic emissions as defined in 40 C.F.R. § 265.1081 and determined in accordance with the procedure specified in 40 C.F.R. § 264.1086(g); or

III.C.1.c A container that has been demonstrated within the preceding 12 months to be vapor-tight by using 40 C.F.R. Part 60, Appendix A, Method 27 in accordance with the procedure specified in 40 C.F.R. § 264.1086(h).

III.C.2 You must transfer hazardous waste into or out of a container and/or mix the hazardous waste in the container in such a manner as to minimize exposure of the hazardous waste to the atmosphere, to the extent practical, as specified in 40 C.F.R. § 264.1086(d)(2).

III.C.2.a When transferring hazardous waste into or out of a container, including a tote from the Shredder#1 enclosure room, you must conduct such transferring activity by opening only the bung portion of the container. You must not open the entire top portion of a container to transfer hazardous waste into or out of a container at any time. During the transferring process, you must install a vapor and gas monitoring device (such as a photoionization detector (PID), a flame ionization detector (FID), or other similar unit) to continuously monitor volatile organic compounds in the air emitted from the transferring process from the container. You must set the alarm on the monitoring device to the appropriate level to protect the worker safety and to minimize the release of such organic compounds to the atmosphere. You must record the volatile organic emissions from the transferring process.

III.C.2.b For any transfer of liquid, semi-liquid, and/or viscous non-pumpable hazardous waste from containers (i.e., tote from the Shredder #1 enclosure room), you must capture the vapors generated from such transfer activities through a large vent pipe placed as close as possible to the transfer area to be routed to the vapor control device. You must also capture the vapors generated from the drum dispenser, which is used to mix semi-solid waste sufficiently to make them pumpable, through a large vent pipe placed as close as possible to the transfer area to be routed to the vapor control device. For the large vent pipe placed over the top opening of the tote and the drum dispenser during the hazardous waste transfer and/or mixing, you must conduct a smoke test, a velocity test, or any other relevant test to demonstrate that all of the generated vapors from the transfer and/or mixing activities are captured by the

large vent pipe. Such test must be conducted annually, and the results of the test must be retained at the site to be available at the facility at all times for review by EPA, the state, local agencies, or their duly authorized representatives. You must comply with the requirements specified in Conditions III.D.3, below, for the closed vent system and carbon adsorption system.

III.C.3 Whenever a hazardous waste is in a container using Level 2 controls, you must: (1) install all covers and closure devices for the container; and (2) secure and maintain each closure device in the closed position except during filling and removal operations as specified in 40 C.F.R. § 264.1086(d)(3). Opening of a closure device or cover is allowed if it meets the purposes and operates as provided in 40 C.F.R. § 264.1086(d)(3)(i) through (v).

III.C.4 You must inspect the containers and their covers and closure devices in accordance with 40 C.F.R. § 264.1086(d)(4)(i) and (ii). When a defect is detected for the container, cover, or closure devices, you must repair the defect in accordance with 40 C.F.R. § 264.1086(d)(4)(iii).

III.D MISCELLANEOUS UNIT (40 C.F.R. PART 264, SUBPART X)

The Permittee's Part B Permit Application indicates that the hazardous waste is processed in Shredder #1, which is classified as a miscellaneous unit (Subpart X unit). Since Shredder #1 can be considered a tank-like miscellaneous unit, it is appropriate to apply the requirements of 40 C.F.R. Part 264, Subpart CC to that unit.

The following components of Shredder #1 are regulated under this section: (1) the Shredder's bottom container, which collects liquid hazardous waste; (2) the conveyor, and; (3) the compactor.

You must control air pollutant emissions from the Subpart X units located in the main building to comply with 40 C.F.R. § 264.601. The emission control must consist of: (1) an enclosure housing the Shredder #1 unit and its attached doors and windows, (2) a closed vent system, including an exhaust fan with a capacity to maintain a negative pressure inside the enclosure and ductwork connecting the enclosure to a control device, and (3) a carbon adsorption system functioning as the control device.

III.D.1 The design and operation of Shredder #1 must comply with the following requirements:

III.D.1 a Shredder #1 must be designed, operated and maintained in accordance with the operational specifications described in the Part B Permit Application. The gases, vapors, and fumes emitted from hazardous waste in the enclosure room must be vented by the closed vent system to the carbon adsorption system to be treated.

III.D.1.b During the shredding process, the compactor located inside of Shredder #1 must also be operated in order to render the shredded and compacted materials from Shredder #1 as RCRA-empty waste.

III.D.2 The Shredder #1 enclosure consists of a room (enclosure room) with four walls, a ceiling, a floor, a door opening, an opening with a conveyer belt for loading Shredder #1, a garage door, and an opening through which shredded and compacted waste from Shredder #1 can be ejected from the enclosure room. The enclosure room must comply with the following requirements:

III.D.2.a You must design and operate the enclosure room in accordance with the criteria for a permanent total enclosure as specified in "Procedure T – Criteria for and Verification of a Permanent or Temporary Total Enclosure" under 40 C.F.R. § 52.741 (Procedure T). You must perform the verification procedure for the enclosure room as specified in Section 5.0 of such Procedure T annually. Before you conduct the annual Procedure T test, you must notify the EPA including a brief description and date of the test, monitoring equipment to be used, calibration and design specification of the monitoring devices, and other related information. (40 C.F.R. § 264.1084((i)(1)).

III.D.2.b All access doors, windows or other openings whose areas are not included in determining the total area of natural draft openings (NDOs) under paragraphs 4.1 (with reference to paragraph 3.3) and/or 5.2 of Procedure T must be kept closed during routine operation of the process. Routine operation of the process includes those times when hazardous waste is present in the enclosure room, when gases, vapors, or fumes from hazardous waste are present in the enclosure room, and/or when Shredder #1 is in operation. The doors may be open during an emergency or malfunction, but only as long as necessary to allow authorized personnel to enter and exit the enclosure room to safely address the emergency or malfunction.

III.D.2.c Each time you perform the verification procedure in Section 5 of Procedure T, you must prepare written documentation accurately recording all results of the procedure. All such documentation must be maintained as part of the facility's operating record for at least 3 years.

III.D.2.d During the shredding process, you must install a vapor and gas monitoring device (such as a photoionization detector (PID), a flame ionization detector (FID), or other similar unit) to continuously monitor volatile organic compounds in the air emitted from the shredding process in the enclosure where the Shredder #1 is located. You must set the alarm on the monitoring device to the appropriate level to protect the worker safety and to minimize the release of such organic compounds to the atmosphere.

III.D.3 The closed vent system and carbon adsorption system must comply with the following requirements:

III.D.3.a The closed vent system must route the gases, vapors, and fumes emitted from hazardous waste in the enclosure room to the carbon adsorption system.

III.D.3.b The closed vent system and carbon adsorption system (used as a control device) must comply with the requirements as stipulated in 40 C.F.R. § 264.1087. The closed vent system must meet the requirements of 40 C.F.R. § 264.1033(k)(2).

III.D.3.c The closed vent system and carbon adsorption system must be operated and negative pressure must be maintained within the enclosure room at all times when Shredder #1 is in operation, when hazardous waste is present in the enclosure room, when Shredder #1 is being loaded, when shredding waste is being ejected from the enclosure room, or when vapor from hazardous waste is present in the enclosure room. You must continue to operate the exhaust fan and closed vent system after waste is no longer present in the enclosure room and after Shredder #1 has been turned off until all vapors in the enclosure room have been vented into the vent duct and to the control device. You must determine the necessary waiting time based on the exhaust fan capacity, volume of the enclosure room including vent duct, and other pertinent data of the vapor. Such determination and end results of any calculation must be documented in writing and retained at the facility.

III.D.3.d The carbon adsorption system must have a minimum removal efficiency of 95% by weight in accordance with 40 C.F.R. § 264.1087(c)(1)(i). You must demonstrate that the carbon adsorption system achieves this performance standard as specified in 40 C.F.R. § 264.1087(c)(5) and (c)(6).

III.D.3.e The concentration level of the organic compounds in the exhaust vent stream from the carbon adsorption system must be accurately monitored with one of the following frequencies: (a) daily, or (b) an interval that is no greater than 20 percent of the time required to consume the total carbon working capacity established as a requirement of 40 C.F.R. § 264.1035(b)(4)(iii)(G), whichever is longer. The carbon adsorption system must be monitored by a photoionization detector or other suitable instrument that can detect carbon breakthrough. You must calibrate, inspect and maintain the monitoring device as necessary to assure proper function and in accordance with the manufacturer's specifications. You must replace the existing carbon in the control device with fresh carbon immediately when carbon breakthrough is indicated.
(40 C.F.R. §§ 264.1087(c)(3)(i) and 264.1033(h)(1)).

You must maintain a carbon adsorption maintenance log at the site. Such maintenance log must include, but must not be limited to, (i) a description of the method of monitoring the concentration level of organic compounds in the exhaust vent stream; (ii) a description of the method of determining carbon breakthrough; (iii) results of the daily monitoring activities; (iv) description of the monitoring device and procedures, along with the manufacturers specifications; (v) results of calibration, inspection, and maintenance of the monitoring detector; (vi) written documentation of each determination that carbon breakthrough had been achieved and the data on which such determination relied; (vii) the date of each carbon bed replacement, the amount of carbon removed and the amount of carbon added; (viii) for each time carbon is removed from the carbon adsorption system, an adequate description of the method of disposal and/or regeneration of the spent carbons; and (ix) any other inspection and maintenance records. The log must be maintained as part of the facility's operating record.

III.D.3.f All carbon that is removed from the carbon adsorption system after use must be managed in accordance with the requirements of 40 C.F.R. §§ 264.1087(c)(3)(ii) and 264.1033(n). You must prepare and maintain records sufficient to demonstrate that the requirements of this provision are satisfied as part of the facility's operating record.

III.D.3.g The closed vent system must not include any bypass devices that could be used to divert the gas or vapor stream to the atmosphere before entering the control device, unless equipped with either a flow indicator or a seal or locking device specified in 40 C.F.R. § 264.1087(b)(3).

III.D.3.h The vent system must have an exhaust fan with a sufficient capacity to maintain a negative pressure inside enclosure room. You must determine an appropriate minimum fan capacity determined from a written design analysis or from a performance test. You must maintain the appropriate minimum fan capacity while Shredder #1 is in operation. In addition, you must maintain as part of the facility's operating records either the written design analysis of the fan, or a written performance test plan and all test results.

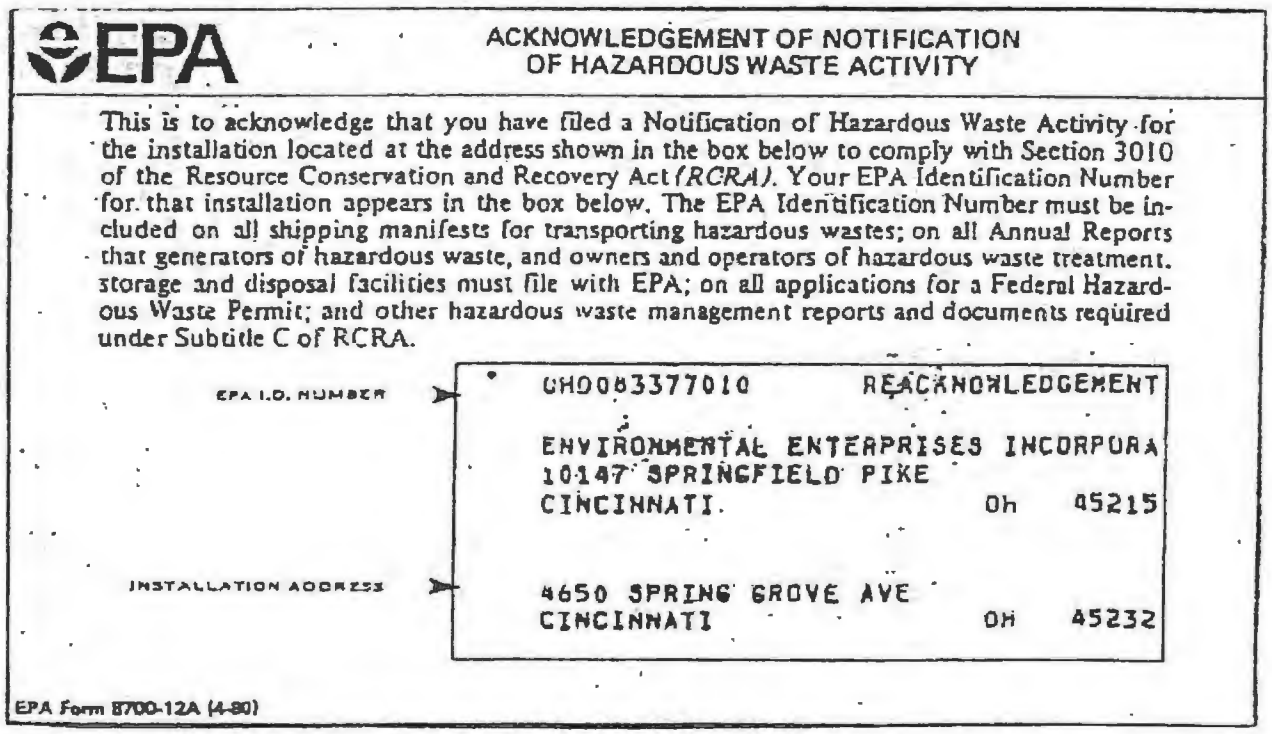
III.D.3.i You must inspect, monitor, and maintain the closed vent system in accordance with 40 C.F.R. §§ 264.1087(b)(4), 1033(l), and 1087(c)(7). You must inspect, monitor, and maintain the carbon adsorption system in accordance with the requirements in 40 C.F.R. §§ 264.1084(b)(4) and 1087(c)(7). You must develop and implement a written plan and schedule to perform the inspections and monitoring required by this paragraph. You must incorporate this plan and schedule into any inspection plan required by the state RCRA permit. (40 C.F.R. § 264.1088).

III.D.4 You must repair each defect detected during an inspection performed in accordance with Condition III.D.3.i, according to requirements specified in 40 C.F.R. § 264.1084(k) and 40 C.F.R. § 264.1087(c)(7).

III.E RECORDKEEPING AND REPORTING REQUIREMENTS

III.E.1 You must prepare and maintain records for Shredder #1 and the bottom container in the same manner as required for tanks under 40 C.F.R. § 264.1089, including but not limited to 40 C.F.R. § 264.1089(a), (b)(1) and (2)(iv). You must prepare and maintain records for the enclosure room (functioning as an enclosure as described in 40 C.F.R. § 264.1084(i)), the closed vent system, and the carbon adsorption system described in this Section III in the manner described in 40 C.F.R. § 264.1089, including 40 C.F.R. § 264.1089(a), (b)(2)(iv), and (e).

III.E.2 You must comply with all reporting requirements for the carbon adsorption system under 40 C.F.R. § 264.1090(c) and (d). Such reports must be sent to the EPA (at the address specified in Condition I.G). You must also report to the EPA (at the address specified in Condition I.G) each occurrence when hazardous waste is managed in Shredder #1 or in the enclosure room in noncompliance with the conditions specified in Section III.D of this permit, in the manner specified in 40 C.F.R. § 264.1090(b).



EPA

ACKNOWLEDGEMENT OF NOTIFICATION
OF HAZARDOUS WASTE ACTIVITY

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act *(RCRA)*. Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER → OHD083377010 REACKNOWLEDGEMENT

ENVIRONMENTAL ENTERPRISES INCORPORA
10147 SPRINGFIELD PIKE
CINCINNATI. Oh 45215

INSTALLATION ADDRESS →

4650 SPRING GROVE AVE
CINCINNATI OH 45232

EPA Form 8700-12A (4-80)

Ohio Environmental Protection Agency

John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

August 28, 2020

Daniel J. McCabe
Environmental Enterprises, Inc.
4650 Spring Grove Ave.
Cincinnati, Ohio 45232

Re: Environmental Enterprises, Inc.
Permit - Intermediate
Correspondence
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Subject: Renewed Ohio Hazardous Waste Facility Installation and Operation Permit

Dear Mr. McCabe:

On August 27, 2020, Ohio EPA renewed the Ohio Hazardous Waste Facility Installation and Operation Permit (Permit) for Environmental Enterprises, Inc. (EEI). The Permit became effective on August 27, 2020, and will expire ten (10) years from this effective date.

You are hereby notified that this action of the Director of Ohio EPA (Director) is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of $70.00 made payable to "Treasurer, State of Ohio." The Commission, in its discretion, may reduce the fee if by affidavit it is demonstrated that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission
30 East Broad St., 4th Floor
Columbus, Ohio 43215

The record related to this action can be retrieved from the Agency's eDocument Search web site: http://edocpub.epa.ohio.gov/publicportal/edochome.aspx. Click **Show Advanced** and then search under the document type of **Permit – Intermediate.** Refine the search using the facility's RCRA ID number (Secondary ID) which is noted in the RE: block above.

If you have any questions concerning compliance, please contact Jeff Smith of Ohio EPA's Southwest District Office at (937) 285-6070.

Sincerely,



Halee Smith, Environmental Specialist 2
Division of Environmental Response and Revitalization.

cc: Brad Mitchell, DERR, CO
Halee Smith, DERR, CO
Jeff Smith, DERR, SWDO
George Strobel, DERR, SWDO
Randy Kirkland, DERR, SWDO
Heather Lauer, PIC
Sarah Miles, Legal

ENVIRONMENTAL ENTERPRISES, INC.
PERMITTED WASTE CODES

D001	F009	P027	P099	U019	U074	U128	U182	U247
D002	F010	P028	P101	U020	U075	U129	U183	U248
D003	F011	P029	P102	U021	U076	U130	U184	U249
D004	F012	P030	P104	U022	U077	U131	U185	U271
D005	F019	P031	P105	U023	U078	U132	U186	U278
D006	F027	P033	P106	U024	U079	U133	U187	U279
D007	F032	P034		U025	U080	U134	U188	U280
D008	F034	P037	P108	U026	U081	U135	U189	U328
D009	F035	P039	P109	U027	U082	U136	U190	U353
D010		P040	P111	U028	U083	U137	U191	U359
D011	K002	P041	P112	U029	U084	U138	U192	U364
D012	K003	P042	P113	U030	U085	U140	U193	U367
D013	K004	P043	P115	U031	U086	U141	U194	U372
D014	K005	P044	P116	U032	U087	U142	U196	U373
D015	K006	P045	P118	U033	U088	U143	U197	U387
D016	K007	P046	P119	U034	U089	U144	U200	U389
D017	K008	P047	P120	U035	U090	U145	U201	U394
D018	K022	P048	P121	U036	U091	U146		U395
D019	K061	P049	P122	U037	U092	U147	U203	U404
D020	K062	P050	P123	U038	U093	U148	U204	U409
D021	K069	P051	P127	U039	U094	U149	U205	U410
D022	K071	P054	P128	U041	U095	U150	U206	U411
D023	K086	P056	P185	U042	U096	U151	U207	
D024	K106	P057	P188	U043	U097	U152	U208	
D025	K156	P058	P189	U044	U098	U153	U209	
D026	K157	P059	P190	U045	U099	U154	U210	
D027	K158	P060	P191	U046	U101	U155	U211	
D028	K159	P066	P192	U047	U102	U156	U213	
D029	K161	P067	P194	U048	U103	U157	U214	
D030		P068	P198	U049	U105	U158	U215	
D031	P001	P069	P202	U050	U106	U159	U216	
D032	P002	P070	P203	U051	U107	U160	U217	
D033	P003	P071	P204	U052	U108	U161	U218	
D034	P004	P073	P205	U053	U109	U162	U219	
D035	P005	P074		U055	U110	U163	U220	
D036	P006	P075	U001	U056	U111	U164	U221	
D037	P007	P076	U002	U057	U112	U165	U222	
D038	P008	P077	U003	U058	U113	U166	U223	
D039	P010	P078	U004	U059	U114	U167	U225	
D040	P011	P081	U005	U060	U115	U168	U226	
D041	P012	P082	U006	U061	U116	U169	U227	
D042	P013	P084	U007	U062	U117	U170	U228	
D043	P014	P085	U008	U063	U118	U171	U234	
	P015	P087	U009	U064	U119	U172	U235	
F001	P016	P088	U010	U066	U120	U173	U236	
F002	P017	P089	U011	U067	U121	U174	U237	
F003	P018	P092	U012	U068	U122	U176	U238	
F004	P020	P093	U014	U069	U123	U177	U239	
F005	P021	P094	U015	U070	U124	U178	U240	
F006	P022	P095	U016	U071	U125	U179	U243	
F007	P023	P097	U017	U072	U126	U180	U244	
F008	P024	P098	U018	U073	U127	U181	U246	

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

JUN 1 1 2018

Mr. Daniel McCabe, President
Environmental Enterprises Inc.
4650 Spring Grove Road
Cincinnati, Ohio 45232

Re: Final Federal TSCA PCB Commercial Storage Approval,
Environmental Enterprises Inc.
Cincinnati, Ohio
OHD 083 377 010

Dear Mr. McCabe:

Enclosed is the final federal Toxic Substances Control Act (TSCA) polychlorinated biphenyls (PCBs) commercial storage approval for Environmental Enterprises Inc.'s facility located at 4650 Spring Grove Road, Cincinnati, Ohio 45232. The approval is a renewal of a PCB commercial storage approval issued pursuant to 40 C.F.R § 761.65.

On March 30, 2018, the U.S. Environmental Protection Agency issued the draft federal TSCA approval for public comment. The draft Federal TSCA approval was publicly noticed in "The Cincinnati Enquirer" on March 30, 2018. A copy of the draft federal TSCA approval was available for review at the Public Library of Cincinnati & Hamilton County, Northside Branch, 4219 Hamilton Ave., Cincinnati, Ohio 45223 and on the EPA website. The public comment period extended from March 30, 2018 to May 1, 2018 and EPA received no comments or meeting requests on the draft approval. As a result, EPA is now issuing Environmental Enterprises Inc. a final TSCA approval.

This approval may be withdrawn, or further conditions may be added to it at any time, if EPA has reason to believe that operation of the storage facility represents an unreasonable risk of injury to human health or the environment. Withdrawal of this authorization or the imposition of further conditions may also result from future EPA rulemaking or development of guidance with respect to PCBs. Moreover, violation of any conditions included as part of this authorization may subject Environmental Enterprises Inc. to an enforcement action and/or the termination of this approval.

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It is the responsibility of you and your company, Environmental Enterprises Inc., to ensure that all applicable provisions of TSCA and the federal PCB regulations are followed. Violation of any of the applicable provisions may be cause for rescission of this approval. Furthermore, this approval does not relieve Environmental Enterprises Inc. of the responsibility to comply with all other Federal, State and local regulations and ordinances for transportation, siting, operation and maintenance of its facility.

EPA reserves the right for its authorized representatives to observe Environmental Enterprises Inc. storage activities and inspect records that the facility is required to maintain under the federal PCB regulations and this approval, during normal operation and at other reasonable times.

If you have questions concerning the final federal TSCA approval, please contact Jae Lee, of my staff, at (312) 886-3781.

Sincerely,

Michael D. Harris

Michael D. Harris
Acting Division Director
Land and Chemicals Division

Enclosures

cc: Bradley Mitchell, Ohio EPA

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:	)	
	)	
Environmental Enterprises Inc.	)	**Approval to Commercially Store**
4650 Spring Grove Avenue	)	**Polychlorinated Biphenyls (PCBs) Wastes**
Cincinnati, Ohio 45232	)	**Pursuant to 40 C.F.R. § 761.65(d)**
OHD 083 377 010	)	
	)	

AUTHORITY

This Approval to Commercially Store Polychlorinated Biphenyls (PCBs) Waste is issued pursuant to section 6(e)(1) of the Toxic Substances Control Act (TSCA), 15 United States Code (U.S.C.) § 2605(e)(1), and 40 Code of Federal Regulations (C.F.R.) Part 761 (Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions (PCB Regulation)).

BACKGROUND

Section 6(e)(1)(A) of TSCA, 15 U.S.C. § 2605(e)(1)(A), requires that the United States Environmental Protection Agency (EPA) promulgate rules for the disposal of PCBs. Rules implementing TSCA section 6(e) were published in the May 31, 1979, Federal Register (44 Fed. Reg. 31,542) and recodified in the May 6, 1982, Federal Register (47 Fed. Reg. 19,527). Those rules also regulated the storage of PCB waste prior to disposal under the TSCA section 6(e)(1) disposal authority for PCBs. Amendments to those rules were published in the December 21, 1989, Federal Register (54 Fed. Reg. 52,746).

Environmental Enterprises Inc. (EEI) is applying for permission from EPA Region 5 to renew an existing EPA Approval, issued pursuant to 40 C.F.R. § 761.65(d) to commercially store PCBs and PCB items with concentrations greater than 50 parts per million (ppm) at their facility in Cincinnati, Ohio. The PCBs and PCB Items that will be stored include capacitors, ballasts, oil, contaminated soils, debris, paint solvents, and transformers. EEI operates as a commercial storage facility.

On September 21, 1995, EPA issued an Approval to Commercially Store PCBs wastes to EEI with a ten-year expiration date. On September 30, 2005, EEI submitted a notice of intent to continue the approval to store PCBs wastes. On March 20, 2012, EPA sent a letter to EEI confirming receipt of the notice of intent to continue storing PCBs wastes and requested EEI to submit an updated Application. EPA also confirmed that EEI could continue operating as a PCB commercial storage facility beyond the expiration date of the approval until EPA completed its

review of the submitted information and made a final determination regarding whether the approval was to be renewed. On August 1, 2012, EEI submitted a draft Application, and on September 6, 2013, EEI submitted a final Application. After a technical adequacy review of the updated Application, the EPA sent a Notice of Deficiencies (NOD) on May 25, 2017, notifying EEI of deficiencies in the Application. In response to the NOD, the facility submitted revised pages of the Application and additional information on June 22, 2017. After further technical review of the revised Application and the subsequent information submitted in support of the Application, EPA has determined that the final revised Application is in compliance with the regulatory requirements, outlined at 40 C.F.R. § 761.65, Storage for Disposal. The updated June 22, 2017 Application from EEI is the basis for this Approval.

APPLICABLE REGULATIONS

This Approval is developed in accordance with the applicable requirements of the PCB Regulations. The rules applicable to the storage for disposal of PCBs at concentrations of 50 ppm or greater and PCB Items with PCB concentrations of 50 ppm or greater are codified at 40 C.F.R. §§ 761.65 (Storage for disposal) and 761.180 (Records and monitoring). Such rules require, among other things, that commercial storers of PCB waste, storing regulated PCB containing material in quantities greater than 500 gallons, obtain a written approval issued by the Regional Administrator for the region in which the storage facility is located. *See* 40 C.F.R. §§ 761.3 and 761.65(d). On July 28, 2014, this authority of the Regional Administrator was delegated to the Director, Land and Chemicals Division, EPA Region 5.

DEFINITIONS

All the terms and abbreviations used in this Approval shall have the meanings as defined in 40 C.F.R. § 761.3 unless the context clearly indicates otherwise or unless the term is defined below for the purposes of this Approval.

"Approval" means EPA's initial approval of the EEI's Application, and any subsequent EPA approved written modifications thereto.

"Application" and "EEI's Application" mean EEI's Application dated June 22, 2017, and any subsequent EEI's Application that EPA approves in writing as a modification to this Approval.

"Delegate" means the Director, Land and Chemicals Division, EPA Region 5.

"Director" means the Director, Land and Chemicals Division, EPA Region 5.

"Electrical equipment" means assembled or disassembled transformers, capacitors, circuit breakers, switches, bushings, voltage regulators and reclosers.

"Environmental Enterprises Inc." or "EEI" means Environmental Enterprises Inc., the company which owns and operates a PCB commercial storage facility located at 4650 Spring Grove Avenue, Cincinnati, Ohio, and which is approved to commercially store PCB waste under this Approval.

"Environmental Enterprises Inc. Facility", "EEI Facility" and "Facility" mean the PCB commercial storage facility located at 4650 Spring Grove Avenue, Cincinnati, Ohio.

"EPA" means EPA Region 5.

"PCB Items" means any PCB article, PCB article container, PCB container or PCB equipment, as each term is defined at 40 C.F.R. § 761.3.

"PCB Waste(s)" means those PCBs and PCB Items that are subject to the disposal requirements of 40 C.F.R. Part 761 Subpart D.

"Regional Administrator" means the Regional Administrator, EPA Region 5.

APPROVAL

EEI submitted an Application to EPA to commercially store PCBs and PCB Items for disposal at the EEI Facility, 4650 Spring Grove Avenue, Cincinnati, Ohio. Upon review of EEI's Application dated June 22, 2017, EPA has determined that all the requirements set forth in 40 C.F.R. § 761.65(d)(2)(i)-(vii) have been met. Specifically, the Application indicates that EEI's operations, storage facility, employee qualifications, closure plans, and financial plans for closure satisfy regulatory requirements. EPA approves EEI's Application to commercially store PCBs and PCB Items for disposal at the EEI Facility.

This Approval shall become effective the date the Regional Administrator or his or her delegate signs the Approval and shall expire 10 years from such date, unless suspended, revoked or terminated in accordance with the Approval's provisions, or otherwise authorized under applicable law.

This Approval does not relieve EEI from compliance with all applicable federal, state, and local regulatory requirements, including the federal PCB Regulations at 40 C.F.R. Part 761.

Michael D. Harris Date: 6/08/2018

Michael D. Harris
Acting Division Director
Land and Chemicals Division
U.S. Environmental Protection Agency
Region 5

Environmental Enterprises Inc.
Cincinnati, Ohio

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I. STANDARD CONDITIONS

A. Effect of Approval

EEI may store PCBs and PCB Items in accordance with these Approval Conditions and the federal PCB Regulations at 40 C.F.R. Part 761. Any storage of PCBs or PCB items not authorized in this Approval is prohibited.

Issuance of this Approval does not convey property rights of any part or any exclusive privilege, nor does it authorize any injury to persons such as EEI's employees, agents or contractors, any property damage, any invasion of other private rights or any infringement of state or local laws or regulations.

Compliance with these Approval Conditions does not establish a defense to any other law that provides protection from any unreasonable risk to public health and the environment, including the federal PCB Regulations at 40 C.F.R. Part 761.

This Approval does not relieve EEI from compliance with all applicable federal, state and local regulatory requirements, including the federal PCB Regulations at 40 C.F.R. Part 761.

B. Approval Suspension/Revocation

Departure from these Approval Conditions, the approved Application or approved modification(s) to this Approval, the federal PCB Regulations, or any other applicable federal, state, or local requirement without a prior written approval by EPA may result in the immediate suspension of this Approval or the commencement of proceedings to revoke this Approval and/or any other appropriate enforcement actions under any or all applicable statutes and regulations.

This Approval may be suspended or revoked at any time by EPA once the Director determines that the continued operation of EEI presents an unreasonable risk to human health or the environment.

C. Approval Compliance

EEI must comply and operate the Facility in accordance with section 6(e) of TSCA, 15 U.S.C § 2605(e), and the PCB Regulations, including the requirements of the PCB Spill Cleanup Policy codified at 40 C.F.R. Part 761, Subpart G.

This Approval is based on the facts, representations, and certifications made by EEI in its Application dated June 27, 2017 (incorporated herein by reference). In the event that these Approval Conditions are inconsistent with the final approved Application, EEI must abide by

the Approval Conditions stated herein.

D. Severability

The provisions of this Approval are severable, and if any provision of this Approval or if the Application of any provision of this Approval is held invalid, the remainder of this Approval shall not be affected thereby.

E. Approval Renewal

To continue the commercial storage of PCBs and PCB Items granted by this Approval after the expiration date of this Approval, EEI must notify EPA by written notice of intention to continue the Approval at least 180 days, but not more than 270 days prior to the expiration date of this Approval.

The EPA may require EEI to submit additional information in connection with the renewal of this Approval. EPA shall review the submitted information and determine if this Approval is to be renewed.

F. Approval Expiration

This Approval shall expire 10 (ten) years from the date of issuance of this Approval. This Approval and its conditions herein will remain in effect beyond the Approval expiration date if EEI has submitted a timely, complete and adequate notice of intent to continue the Approval and, through no fault of EEI, the Regional Administrator or his or her designee has not issued an Approval renewal.

G. Approval Modification

EEI must notify EPA in writing of any intended modification of this Approval or EEI's final approved Application. A major modification is defined as any change to the storage areas, the maximum PCB storage inventory, the closure plan, closure cost estimates, the financial plan for closure, or any other changes which affect overall performance or environmental impact. A major modification to this Approval or the final Application shall be modified only upon the written approval of the Regional Administrator or his or her designee.

A minor modification is defined as administrative and informational changes, correction to typographical errors, changes to conform to agency guidance or regulations, or any other change which does not affect overall performance or environmental impact. A minor modification to this Approval or the final Application shall be modified upon the written concurrence of the Chief of the RCRA Branch of EPA Region 5.

H. Entry and Inspection

EEI must allow EPA-authorized representative(s) to, at reasonable times:

1. Inspect EEI's property to determine compliance with this Approval or the federal PCB Regulations;

2. Inspect any records that must be kept relative to this Approval or the federal PCB Regulations;

3. Take sample(s) for the purpose of assessing this Approval or the federal PCB Regulations; and

4. Inspect EEI's activities relative to this Approval or the federal PCB Regulations.

I. Change in Ownership

EPA will recognize the transfer of this Approval to a new owner/operator if all of the following conditions are met by the date of transfer:

1. The transferee demonstrates it has established financial assurance for closure of the facility pursuant to 40 C.F.R. § 761.65(g) using a mechanism effective as of the date of transfer so that there will be no lapse in financial assurance for closure of the transferred facility.

2. The transferee submits a new and complete Application for final storage approval, including all of the elements listed in 40 C.F.R. § 761.65(d), and the transferee has resolved any deficiencies (e.g. technical operations, closure plans, cost estimates, etc.) that EPA identifies in its Application.

3. The transferee submits a signed and notarized affidavit which states that the transferee shall comply with all the terms and conditions of this Approval.

   Failure by EEI or the transferee to comply with any of the provisions of this condition shall render this Approval null and void.

J. Inapplicability of Paperwork Reduction Act

Any and all information required to be maintained or submitted pursuant to this Approval is not subject to the Paperwork Reduction Act of 1980, 44 U.S.C. §§ 3501-3520, because it is information collected by EPA from a specific individual or entity for the purpose of assuring compliance with this Approval.

II. GENERAL FACILITY CONDITIONS

A. Operation of Facility

EEI must maintain and operate the facility to prevent fire, explosion, or releases of PCBs to air, soil, ground water or surface water.

B. Sampling/Analysis

During any sampling or analysis of PCBs at the EEI Facility, EEI must follow the procedures described in their Application or the EPA Field Manual for "Grid Sampling of PCB Sampling of PCB Spill Sites to Verify Cleanup" or 40 C.F.R. § 761 Subparts N, O, and/or P, as applicable.

PCB levels for liquid and non-liquid samples must be reported as total PCBs calculated by comparison to the relevant Aroclor standards.

C. Security

EEI must maintain the security system defined in their Application and ensure that the warehouse containing the PCB storage area is locked when the facility is closed or unmanned to restrict public access without an escort by EEI's personnel.

D. Personnel Training

1. EEI must ensure through documented training, that personnel, who are directly involved with handling PCBs and PCB items, are familiar with the requirements of this approval, and the regulatory requirements under 40 C.F.R. Part 761.

2. Training for new employees involved with the managing PCBs shall be completed within 30 days of employment.

E. Health and Safety

EEI's employees working in the PCB commercial storage area shall wear or use protective clothing or equipment to protect against dermal contact or inhalation of PCBs or materials containing PCBs, as described in Section F-4 of their Application.

EEI must ensure compliance with the applicable health and safety standards, as required by federal, state and local regulations and ordinances.

F. Spills

1. If in the course of operation, there is a spill or release of one pound or more of pure PCBs (a reportable quantity (RQ) as defined under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 40 C.F.R. Part 302, Designation Reportable Quantities and Notification), EEI must notify the National Response Center at (800) 424-8802, and EPA, Region 5, PCB Coordinator. Releases or spills of PCBs below the RQ which pose a potential for significant exposure to humans, animals, or the environment, must be reported to EPA, Region 5, PCB Coordinator, or the Emergency Response Section at (312) 353-2318.

2. A written summary report about this incident must be submitted to EPA within five business days following the incident. When EPA requests a detailed report on the incident, this report must be submitted to EPA within 15 business days following the request. The detailed report must include, but not be limited to, a description of the spill, cleanup activities, and changes in the EEI's operations to prevent such spills in the future (including any intended modifications to this Approval).

3. Cleanup of PCB spills must begin immediately pursuant to 40 C.F.R. Part 761, Subpart G, PCB Spill Cleanup Policy, or 40 C.F.R. § 761.61, PCB Remediation Waste, as applicable. The cleanup standards in the PCB Spill Cleanup Policy may only be applied for spills of PCBs that are less than 72 hours old.

4. Any debris or solid wastes generated as a result of clean up or decontamination of a PCB spill or release must be disposed of in a facility approved to dispose of PCBs under 40 C.F.R. § 761.60 or 761.61, as applicable.

G. Location Standard

EEI must notify EPA, Region 5, PCB Coordinator immediately upon discovery that the site has been re-designated as being in a 100-year flood plain.

H. Emergency Procedures

EEI must, without delay, implement the appropriate measures, as described in EEI's Procedure to Prevent Hazards and Contingency Plan included in the approved Application, whenever there is a fire or any PCB related emergency which could threaten human health or the environment. This plan must be maintained at the facility. The local police and fire departments, hospital and state and local emergency response teams must be informed of facility operations and emergency response plans submitted to these entities as required by them. In such an emergency, EEI must notify the EPA Region 5 PCB Coordinator and the Emergency Response Section at (312) 353-2318.

This plan must be immediately amended by EEI upon any plan failure in an emergency, change of emergency equipment, change within the facility or with personnel, or any request by EPA Region 5, RCRA/TSCA Programs Section, and promptly submitted to the EPA Region 5, RCRA/TSCA Programs Section.

I. Recordkeeping and Reporting

1. All reports and other information requested by EPA must be signed by the facility manager.

2. EEI must maintain the records of daily storage inspections and routine sampling, as specified in Condition III.H and I of this Approval, and these records must be made available to EPA upon request.

3. EEI must retain all records required by this Approval and the federal PCB Regulations at 40 C.F.R. Part 761 during the course of any unresolved enforcement action regarding the facility or upon request by the Regional Administrator or his or her designee, notwithstanding any other provision of this Approval or the federal PCB Regulations at 40 C.F.R. Part 761.

4. EEI shall maintain records and submit annual reports to EPA as required by the PCB Regulations at 40 C.F.R. § 761.180(b). Annual document logs and reports shall be maintained at the facility for at least 3 years after the facility is no longer used for the storage of PCBs and PCB Items.

J. Closure and Financial Requirements

1. EEI must maintain a closure plan and financial assurance for closure, in accordance with 40 C.F.R. § 761.65(e), (f) and (g), respectively. The facility has filed with the Regional Administrator a closure plan and financial assurance for closure in compliance with the regulatory requirements.

2. When the Regional Administrator or his or her designee approves a modification to the facility's closure plan and that modification increases the cost of closure, EEI must revise the closure cost estimate and the financial assurance mechanism, if applicable, no later than 30 days after the modification is approved.

3. During the active life of the PCB storage operations, EEI must annually adjust the closure cost estimate for inflation and for changes beyond control of EEI which may affect disposal costs.

4. EEI must submit proof of financial assurance for closure to EPA annually. If EPA determines that the amount of financial assurance is inadequate to ensure that the storage of PCBs and PCB Items does not present an unreasonable risk of injury to health or the environment from PCBs, EEI must obtain additional financial assurance funding. Failure to do so will result in termination of EEI's authority to commercially store PCBs and may subject EEI to civil or criminal penalties under TSCA.

5. EEI shall notify EPA Regional Administrator in writing at least 60 days prior to the date on which closure of the PCB storage is expected to begin in accordance with 40 C.F.R. § 761.65(e)(6)(i). EPA may request a copy of a final closure plan from EEI at this time and may require modifications to the closure plan.

III. PCB STORAGE MANAGEMENT

A. Storage Area

All PCBs and PCB Items must be stored in the approved storage areas, as identified below in Condition III.C and in the curbed and lined area of the EEI Facility as specified in the final approved Application.

B. Design Requirements of Storage Area

The PCB storage area must be maintained in accordance with 40 C.F.R. § 761.65(b)(1) and the final approved Application.

C. Maximum PCB Storage

1. PCB Storage Area:

At any given time, EEI shall store no more than a combined total of 4,684 gallons of PCBs and PCB Items in the curbed PCB storage area identified in the approved Application and as indicated in the following table.

PCB Storage Area	Type of Waste	Maximum Volume
Curbed PCB Storage Area	• PCB Articles (transformers, capacitors, ballasts, and other PCB equipment) • PCB oil, PCB debris, and PCB contaminated soils, paint solvents contained in 55-gallon, 85-gallon, 110-gallon drums, pails, and/or totes	4,684 gallons
	Total:	4,684 gallons

EEI must maintain updated PCB inventories to ensure that the maximum PCB storage inventories, above, are not exceeded.

EEI must maintain the PCB storage area to ensure that any cracks or wearing of the epoxy sealant are repaired as needed.

2. Transfer/Transit Areas:

   EEI shall store PCB Items in vehicles in transportation related areas (such as a roadway or parking area) at the EEI Facility for no more than 10 days from the date of its receipt at EEI.

3. PCB Items must be labeled with the date they were removed from service for disposal. Alternatively, containers in which the PCB Items are consolidated (i.e. 55-gallon drums) may be labeled by EEI with the removal-from-service date provided the container is dated with the date the first contained item was removed from service. When containers are labeled in this manner, each individual PCB Item contained is considered to be covered by, and subject to, the date on the container.

D. Containers

PCB containers used by EEI for storage of PCB items, liquid PCBs, and non-liquid PCBs must be no greater than 375-gallon containers. The PCB containers stored in the PCB Storage Area must be in compliance with the requirements of 40 C.F.R. § 761.65(c)(6) or the Department of Transportation Hazardous Materials Regulations at 49 C.F.R. Parts 171-180.

The containers must be marked in the PCB storage areas and shipping/receiving areas so that the required information on the marks, including dates of receipt and dates removed from service for disposal, are clearly and entirely visible at all times.

E. Aisle Space Requirement

Aisle space within the PCB storage areas and within the shipping/receiving areas must be maintained at all times to allow the unobstructed movement of equipment which handles PCB items, personnel, fire protection equipment, spill control equipment and decontamination equipment.

F. Pallet Use and Drum Layer Limit

Pallets may be used to store PCB containers in the PCB storage areas. EEI may stack pallets of drums (55-gallon capacities) containing liquid or non-liquid PCBs. If drums containing PCBs are stacked, EEI shall not stack pallets of drums over two layers. In addition: 1) a pallet shall be used beneath each layer of drums, 2) a maximum of four drums will be stored on a pallet, and 3) the bottom pallet shall always contain four drums before the second level of drums and pallet are added. If any PCB containers are placed on a pallet, they shall be within the pallet edges.

G. Management of PCB Items

PCB containers and PCB articles at EEI must always be closed during storage, except when adding and removing their contents, and they must not be opened, handled or stored in a manner which may damage them or cause them to leak.
If any PCB container or PCB article is defective, EEI must immediately transfer the PCB waste in the container to another container that is properly marked and structurally sound.

H. Inspection Requirement

1. All PCB items and PCB containers in the PCB storage areas, shipping/receiving areas, and transfer/transit areas must be inspected for leaks at least once each day. Any leaking PCB item and its contents must be transferred immediately to properly marked non-leaking containers. Leaked or spilled materials must be instantly and properly cleaned up in accordance with Condition II.F.3 of this Approval, and the PCB contaminated materials must be adequately disposed of in accordance with 40 C.F.R. § 761.60 or 761.61, as applicable.

2. The integrity of the floor and curbing of the PCB storage area must be inspected daily.

3. The inspections conducted each day shall be recorded. Such inspections can be performed by visually, by video tapping, and/or by using monitoring device. The results of such inspections shall be recorded and stored at the site.

4. All safety equipment shall be inspected once per week.

I. Routine Sampling Requirement

EEI must monitor surface contamination outside the PCB storage area on a routine basis in accordance with the Sampling Plan of the Application. The frequency for routine wipe sampling is once per month.

RESPONSE SUMMARY

RESPONSE TO COMMENTS ON THE DRAFT TSCA APPROVAL FOR
Environmental Enterprises Inc., Cincinnati, Ohio
OHD 083 377 010

No comments were received by U.S. Environmental Protection Agency on the draft TSCA approval during the public comment period (from March 30, 2018 to May 1, 2018). Therefore, no conditions of the draft approval were changed in the final approval, with the exception of changes necessary to identify that the approval has been finalized.

Public Notice: Environmental Enterprises Inc.

This serves as a public notice for the Renewal of a PCB Commercial Storage Facility Approval for Environmental Enterprises Inc. located at 4650 Spring Grove Road, Cincinnati, Ohio.

On this page:

- Background
- Facility, Repository and Contact Information
- Important Dates
- Supporting Documents
- Comments

Background

Environmental Enterprises Inc. (EEI) would be allowed to continue operating as a commercial polychlorinated biphenyl (PCB) storage facility under the Toxic Substances Control Act (TSCA) if an approval renewal is granted from the U.S. Environmental Protection Agency (EPA).

EEI operates as a commercial storage facility. EEI only stores PCB wastes. EEI does not treat PCB waste at the site. PCB wastes are shipped off-site as received. EPA issued a PCB commercial storage approval to EEI on September 21, 1995, with a 10-year expiration date. EEI sent a letter to EPA with a notice of intent to continue operating as a PCB commercial storage facility along with an updated application. EPA allowed EEI to continue operating as a PCB commercial storer under their current approval until the revised application could be reviewed and a new approval issued.

The EPA Approval would allow EEI to continue storing up to 4,684 gallons of PCBs in Articles (transformers, capacitors, ballasts, and other PCB equipment); PCB article containers; and PCB oil, PCB debris, and PCB contaminated soils, paint solvents contained in 55-gallon drums or equivalent at their facility in Cincinnati, Ohio. The quantity and types of PCBs to be stored at the facility are the same as in the current approval.

EPA has determined the company has shown the operation does not present a risk to human health or the environment. The approval outlines specific conditions under which EEI must operate the facility.

EPA is taking comments from the public on the proposed approval for EEI located at 4650 Spring Grove Road, Cincinnati, Ohio. The draft PCB commercial storage approval is open for public comment from March 30 to May 1, 2018. Copies of the draft PCB commercial storage

approval and supporting documents (i.e., EEI application) are located at the Public Library of Cincinnati & Hamilton County, Northside Branch, 4219 Hamilton Ave., Cincinnati, Ohio 45223. Comments are being accepted on the draft approval. Before a final decision is made, EPA will review and respond to any and all comments from the public on the proposed approval for EEI located at 4650 Spring Grove Road, Cincinnati, Ohio. You may request that EPA hold a public hearing about this approval. At a hearing, you will have an opportunity to submit written comments, ask questions, make statements, and otherwise discuss any concerns about the approval with EPA staff. If a public hearing is to be held, EPA will make a separate announcement of the date, time, and location of that hearing/meeting, thirty (30) days in advance.

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Facility, Repository and Contact Information

General Facility Information

City:	Cincinnati
State:	Ohio
County:	Hamilton
EPA ID #:	OHD 083 377 010
Alias(es):	N/A

Repository Information

Name:	Public Library of Cincinnati & Hamilton County Northside Branch

Street Address:	4219 Hamilton Ave. Cincinnati, Ohio 45223
City/State:	Cincinnati, Ohio
Opening Hours:	Noon- 8:00 PM (Monday and Tuesday) Noon- 6:00 PM (Wednesday and Thursday) 10:00 AM – 6:00 PM (Friday and Saturday) Closed (Sunday)

Contact Information

EPA Public Affairs Specialist:
Rafael P. Gonzalez
Gonzalez.rafaelp@epa.gov
800-621-8431, Ext. 60269
8:30 a.m. – 4:30 p.m., weekdays

TSCA Project Manager:
Jae Lee
Lee.Jae@epa.gov
800-621-8431, Ext. 63781
8:30 a.m. – 4:30 p.m., weekdays

For other inquiries about this public notice, please contact us.

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Important Dates

- March 30 to May 1, 2018 – Public Comment Period

Supporting Documents

- EPA 2018 Draft Approval to Commercially Store PCBs, 03/30/2018
- EEI Letter to EPA, Response to EPA Comments (Updated Application), 06/22/2017
- EPA Letter to EEI, Review of the draft Application for PCB Commercial Storage, 05/25/2017
- EEI's final Application for Commercial Storage of PCBs, 09/06/2013
- EPA's letter for Confirmation of Notice of Intent, 03/20/2012
- EEI's Letter to EPA, Notice of Intent to continue approval to store PCBs, 09/30/2005
- EPA 1995 Approval to Commercially Store PCBs, 09/21/1995

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Comments

Please use the form below to send us comments or questions. Be sure to include your e-mail address if you'd like a response.

Name

Email Address

If you would like a response, please add your email address.

Comments (Required)

Administrative Record Index *(FINAL TSCA APPROVAL)*
Environmental Enterprises Inc., Cincinnati, Ohio
OHD 083 377 010

	Title	Date	Prepared by
1.	TSCA PCB Approval	September 21, 1995	EPA
2.	Notice of Intent for PCB Storage	September 30, 2005	EEI
3.	Confirmation of Notice of Intent	March 20, 2012	EPA
4.	Final PCB Storage Application	September 6, 2013	EEI
5.	EJ Information	May 2017	EPA
6.	NOD for the Application	May 25, 2017	EPA
7.	Updated Application	June 22, 2017	EEI
8.	Public Notice	March 2018	EPA
9.	Draft TSCA Approval	March 2018	EPA
10.	Final TSCA Approval	June 2018	EPA

EJ: Environmental Justice
EEI: Environmental Enterprises Inc.
EPA: United States Environmental Protection Agency
NOD: Notice of Deficiencies
PCB: Polychlorinated Biphenyls
TSCA: Toxic Substances Control Act

Council OKs buyout; city manager says no

Black says he intends to stay despite mayor's request for package

Dan Horn
Cincinnati Enquirer
USA TODAY NETWORK

Cincinnati City Council approved a $174,000 buyout Thursday for City Manager Harry Black, but he's not taking it.

Black said he stands by his previous statements this week about staying on the job.

For at least the near future, he should be able to do just that. A majority of City Council members, including many of those who voted for the buyout Thursday, said they would like Black to stick around.

Council voted 7-1 in a special meeting to approve the buyout package, which amounts to eight months' pay, after Mayor John Cranley proposed the idea. But Cranley still doesn't have the five votes he needs to force Black to leave and to end the stalemate that has paralyzed City Hall for several weeks.

"I don't think much has changed," Councilman P.G. Sittenfeld said after the vote.

Sittenfeld and four other council members still oppose Cranley's efforts to get rid of Black and have refused to accept a more generous buyout negotiated by the mayor and city manager that would pay Black more than $400,000.

Several of those council members said Thursday they voted for the smaller buyout because that's what Black would receive under terms of his contract if he were fired. Anything more, they said, would be a waste of taxpayer dollars.

Cranley has said he wants Black out because some city employees have complained he behaves unprofessionally and has retaliated against those who disagree with him. Five employees have accused Black of retaliation in lawsuits.

The mayor has threatened to convene a public hearing to air employee grievances against Black if he doesn't voluntarily step down. He said he hopes such a hearing, which could take place within a few weeks, would compel council to act.



Cincinnati City Manager Harry Black. LIZ DUFOUR/THE ENQUIRER

Cranley's opponents on council, however, said there is no evidence to suggest Black should be dismissed. They said Cranley created the current crisis at City Hall because he no longer gets along with Black.

"We have a professional city manager who's willing to put aside his issues for the best interests of the city," Councilman Wendell Young said. "There is a major distraction, and that is the mayor. This is totally caused by Mayor Cranley."

Cranley declined comment after the vote Thursday. Black also did not comment, but his spokesman said he stands by a statement he made to City Council on Wednesday about his intention to stay on the job.

"Being city manager is an honor and a privilege," Black said then. "I would very much like to continue in this capacity as long as my service is desired by this body."

> **"I would very much like to continue in this capacity as long as my service is desired by this body."**
>
> **Harry Black**
> Cincinnati city manager

The deal approved Thursday gives Black two weeks to take it or leave it. Since he'd get the same deal if fired, he has no financial incentive to do so.

He also still appears to have five council members in his corner: Young, Sittenfeld, Chris Seelbach, Greg Landsman and Tamaya Dennard.

Councilman Jeff Pastor, who had previously expressed support for the more generous buyout, voted against the smaller severance package Thursday.

Cranley asked Black to resign March 9 after the city ousted Assistant Police Chief Dave Bailey. Cranley, who previously had publicly praised the city manager, cited a pattern of unprofessional behavior, including a visit with subordinates to a strip club during a work trip in Denver two years ago.

Cranley offered Black two years' severance, but that fell apart without council support or Black's willingness to take it. Then came the $423,000 deal, but it's been troubled from the start, too, without council support.

On Wednesday, in a 5-4 vote, council rejected the $423,000 severance package.



EPA

U.S. EPA Invites Your Comments on a Proposed Renewal of a PCB Permit for Environmental Enterprises Inc.

Cincinnati, Ohio

Comment Period: March 30 – April 30, 2018

U.S. Environmental Protection Agency proposes to approve a request by Environmental Enterprises Inc. to renew its permit to operate as a commercial PCB storage facility under the federal Toxic Substances Control Act, or TSCA. The permit is for storage only of PCB waste received at the facility. The proposed permit renewal is for a period of 10 years. Environmental Enterprises, located at 4650 Spring Grove Road, Cincinnati, stores articles such as transformers, capacitors, ballasts, PCB oil, PCB-contaminated soil, and paint solvents in 55 gallon drums. The articles stored by EEI contain PCBs at regulated levels, which is greater than 50 parts per million. The material is stored until it can be shipped to an approved disposal facility.

U.S. EPA has determined the company has shown the operation does not present a risk to human health or the environment. The approval outlines specific conditions under which Environmental Enterprises Inc. must operate the facility. The public can comment on this draft approval from March 30 to April 1, 2018. Send your comments to U.S. EPA's Jae Lee at lee.Jae@epa.gov. Copies of the draft PCB commercial storage approval and supporting documents can be located at the Public Library of Cincinnati & Hamilton County, Northside Branch, or by sending comments to EPA's webpage at https://www.epa.gov/pcbs/forms/public-notice-trans-cycle-industries-ohio-llc.

U.S. EPA will review and respond to any comments from the public on the proposed approval for EEI. For questions, you may also contact TSCA Project Manager Jae Lee at 312-886 -9317, 9 a.m. – 5:30 p.m., weekdays.

OhioEPA
State of Ohio Environmental Protection Agency

Southwest District

401 East Fifth Street
Dayton, Ohio 45402-2911

Ted Strickland, Governor
Lee Fisher, Lieutenant Governor
Chris Korleski, Director

CERTIFIED MAIL

February 11, 2008

Mr. Daniel McCabe, President
Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, Ohio 45232

Re: Class 1A - Approval - Metals Recovery Operation
Hazardous Waste Permit Modification - Tracking Number 012208-1A-1
U.S. EPA ID OHD083377010/Ohio Permit 05-31-0466

Dear Mr. McCabe:

On January 22, 2008, Ohio EPA received a request for a Class 1A (Class 1 requiring prior approval) hazardous waste permit modification from Environmental Enterprises, Inc. This modification was assigned a Permit Information Tracking System (PITS) ID number of 012208-1A-1. With this letter, Ohio EPA approves the above referenced Class 1A modification submitted pursuant to Ohio Administrative Code (OAC) Rule 3745-50-51 and has updated our records accordingly.

FOR APPROVAL

The following modification has been made to your Ohio Hazardous Waste Facility Installation and Operation Permit application:

> A description has been added for a Metals Recovery operation in the former Boiler Room of the Annex portion of the facility, now being referred to as the Metal Recovery Room. This recycling process is exempt from RCRA regulation as a treatment unit subject to permitting authority. Activities associated with operation of this unit are subject to the rule requirements within OAC 3745-266-70. All wastes or materials treated in this unit will contain a recoverable amount of metal for reclamation.

If you have any questions, please contact Tom Koch at the Ohio EPA Southwest District Office.

Sincerely.

Thomas A. Winston, P.E
District Chief,
Southwest District Office

cc: Dave Sholtis, DHWM/CO
Jeremy Carroll, Supervisor, Engineering Unit, DHWM/CO
Harold O'Connell, Tom Koch, File, DHWM/SWDO

TAW/TEK/rlf

☐ CHECK IF CONFIDENTIAL INFORMATION INCLUDED IN APPLICATION	
OHIO ENVIRONMENTAL PROTECTION AGENCY **Division of Hazardous Waste Management** ***Hazardous Waste Permit Modification Worksheet***	
PITS Tracking Number:	012208-1A-1
Facility Name:	Environmental Enterprises, Inc.
US EPA ID Number:	OHD083377010
Ohio ID Number:	05-31-0466
Date modification received by DHWM-CO (Day 0):	01-22-08
Description of change: Description and information for metals reclamation operation	
DO Reviewer: Tom Koch	
CO Co-Reviewer (*if applicable*):	
Modification Classification (*check one*):	**Classification Method (*check one*):**
☐ Class 1 self implementing	☐ Classification determined by Director
☒ Class 1A with Directors prior approval	☐ Listed in Appendix to OAC Rule 3745-50-51
☐ Class 2	Appendix Listing
☐ Class 3A	☐ Not listed in Appendix, submitted as Class 3 by facility
☐ Class 3B requiring siting criteria review	
For Class 2 Modifications	
Notice of later construction date: ☐ Yes ☐ No ☐ Not Applicable	
If Yes, date of notice to the facility:	
Date facility may begin construction	
For Class 3B Modification	
☐ Yes ☐ No	Does the modification request meet the siting criteria requirements?*
	*Note that siting criteria reviews for Class 3B Modification requests are conducted jointly between the DO and Co-EU
☐ Yes ☐ No	Does the modification request meet the applicable rule requirements?**
	**See Administrative Checklists available on Haznet
Proposed action on this modification: ☐ Approval ☐ Denial (For signatory use the Directors Sign-off Sheet)	
Comments:	
[illegible]	

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RE0478746	08-31-2023	$1850

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	REVERSE DISTRIB-COLLECTOR	08-04-2022

ENVIRONMENTAL ENTERPRISES INC
4650 SPRING GROVE AVE.
CINCINNATI, OH 45232

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
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ENVIRONMENTAL ENTERPRISES INC
4650 SPRING GROVE AVE.
CINCINNATI, OH 45232

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THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RE0478746	08-31-2023	$1850

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	REVERSE DISTRIB-COLLECTOR	08-04-2022

ENVIRONMENTAL ENTERPRISES INC
4650 SPRING GROVE AVE.
CINCINNATI, OH 45232

CONTROLLED SUBSTANCE/REGULATED CHEMICAL
REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223/511 (9/2016)

REPORT

CHANGES

PROMPTLY

REQUESTING MODIFICATIONS TO YOUR
REGISTRATION CERTIFICATE

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

1. visit our web site at **deadiversion.usdoj.gov** - or
2. call our customer Service Center at **1-(800) 882-9539** - or
3. submit your change(s) in writing to:

Drug Enforcement Administration
P.O. Box 2639
Springfield, VA 22152-2639

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

You have been registered to handle the following chemical/drug codes:

STATE OF OHIO
BOARD OF PHARMACY

LICENSE TO DISTRIBUTE DANGEROUS DRUGS

The entity named below is duly licensed, and is entitled to conduct business in the state of Ohio until June 30, 2023.

ENVIRONMENTAL ENTERPRISES, INC.

4650 SPRING GROVE AVENUE

CINCINNATI, OH 45232

License Number: 010888700

Wholesaler - Category 3

Expiration Date: June 30, 2023

CLASS: Wholesaler - Category 3
BUSINESS TYPE: WD - Waste Disposal

Responsible Person – Print, sign and keep license in a readily retrievable location at the address listed on this license.

Responsible Person Name (Print)	Signature of Responsible Person
Daniel J. McCabe	

Any change of responsible person must be reported within ten days of the effective date of the appointment of the new responsible person via Service Request on your Ohio eLicense Dashboard - https://elicense.ohio.gov/oh_homepage.

State of Ohio Board of Pharmacy
77 South High Street, 17th Floor, Columbus, Ohio 43215
T: 614/466-4143 | F: 614/752-4836 | licensing@pharmacy.ohio.gov

679

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA

License No: CF2000037
Issue Date: 07/24/2020
Expiration Date: 07/24/2022

DEPARTMENT OF HEALTH
HEALTH REGULATION AND LICENSING ADMINISTRATION

CERTIFICATE
OF
CONTROLLED SUBSTANCE REGISTRATION

REGISTRANT

ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OH 45232

CERTIFICATE NUMBER: CF2000037

BUSINESS ACTIVITY
NON-RESIDENT REVERSE DISTRIBUTOR

SCHEDULES
II, IIN, III, IIIN, IV, V

LaQuandra S. Nesbitt MD
LaQuandra S. Nesbitt, MD,MPH
Director, Department of Health

This certificate applies only to the registrant listed herein and is not transferable on change of ownership, control, location, or business activity.

THE FACE OF THIS DOCUMENT HAS A MULTI COLORED BACKGROUND THAT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH LEFT AND RIGHT
82
RIFY AUTHENTICITY OF THIS DOCUMENT YOU MUST TURN OVER AND RUB THE DC GOV/DOHHRLA LOGO WITH FINGER. AUTHENTIC DOCUMENT WILL CHANGE COLOR FROM ORANGE TO YELLOW

THE FACE OF THIS DOCUMENT HAS A MULTI COLORED BACKGROUND THAT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH LEFT AND RIGHT

089

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA

License No: DM2000118
Issue Date: 07/24/2020
Expiration Date: 07/31/2021

DEPARTMENT OF HEALTH
HEALTH REGULATION AND LICENSING ADMINISTRATION
PHARMACEUTICAL CONTROL DIVISION

899 NORTH CAPITOL STREET, NE, 2ND FLOOR
WASHINGTON, DC 20002

Be it known that

ENVIRONMENTAL ENTERPRISES, INC.

4650 SPRING GROVE AVENUE
CINCINNATI OH 45232

has met all requirements prescribed by law and regulations and is hereby licensed as a(n)

Non-Resident Distributor

LaQuandra S. Nesbitt MD

LaQuandra Nesbitt, MD, MPH
Director, Department of Health

This certificate applies only to the registrant listed herein and is not transferable on change of ownership, control, location, or business activity.

83

TO VERIFY AUTHENTICITY OF THIS DOCUMENT YOU MUST TURN OVER AND RUB THE DC GOV/DCRA/HRLA LOGO WITH FINGER. AUTHENTIC DOCUMENT WILL CHANGE COLOR FROM ORANGE TO YELLOW

Any change of information must be submitted within 30 days to:

Bureau of Testing & Registration
PO BOX 529
Reynoldsburg, Ohio 43068
614-752-7126
614-995-4206 (fax)
webfmtr@com.state.oh.us

Issued permits shall be kept on the premises at all times and shall be readily available for inspection by the fire code official.

Mike DeWine
Governor

State of Ohio
Department of Commerce
Division of State Fire Marshal

Sheryl Maxfield
Director

2022 Explosive Annual Renewal Permit

This permit was issued in accordance with Ohio Administrative Code(s) 1301:7-7-01(E)(1)(a) OFC 105.1.1.1.1 and 1301:7-7-33(A)(2) OFC 3301.2

86.31.1015
ENVIRONMENTAL ENTERPRISES INC
4650 SPRING GROVE AVE
CINCINNATI, OH 45232

Expiration Date: 07/01/2023

Ohio Department of Commerce
Division of State Fire Marshal
Bureau of Testing & Registration
8895 E Main Street, PO Box 529
Reynoldsburg, Ohio 43068

ENVIRONMENTAL ENTERPRISES INC
4650 SPRING GROVE AVE
CINCINNATI, OH 45232

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	**4-OH-061-26-3K-01135**
Chief, Federal Explosives Licensing Center (FELC) Shawn Stevens		Expiration Date	**October 1, 2023**

Name
ENVIRONMENTAL ENTERPRISES INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
4650 SPRING GROVE AVE
CINCINNATI, OH 45232-

Type of License or Permit
26-DEALER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Daniel J. McCabe
Licensee/Permittee Responsible Person Signature

President
Position/Title

Printed Name

10·16·20
Date

Mailing Address (Changes? Notify the FELC of any changes.)

ENVIRONMENTAL ENTERPRISES INC
4650 SPRING GROVE AVE
CINCINNATI, OH 45232-

Previous Edition is Obsolete ENVIRONMENTAL ENTERPRISES INC:4650 SPRING GROVE AVE:45232:4-OH-061-26-3K-01135:October 1, 2023:26-DEALER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **ENVIRONMENTAL ENTERPRISES INC**

Business Name:

License/Permit Number: **4-OH-061-26-3K-01135**

License/Permit Type: **26-DEALER OF EXPLOSIVES**

Expiration: **October 1, 2023**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

10/21/2019

Certified Mail

No	TOXIC REVIEW
No	SYNTHETIC MINOR TO AVOID MAJOR NSR
No	CEMS
No	MACT/GACT
No	NSPS
No	NESHAPS
No	NETTING
No	MODELING SUBMITTED
No	SYNTHETIC MINOR TO AVOID TITLE V
No	FEDERALLY ENFORCABLE PTIO (FEPTIO)
No	SYNTHETIC MINOR TO AVOID MAJOR GHG

DANIEL MCCABE
ENVIRONMENTAL ENTERPRISES
10163 CINCINNATI-DAYTON RD
CINCINNATI, OH 45241

RE: FINAL AIR POLLUTION PERMIT-TO-INSTALL AND OPERATE
Facility ID: 1431072690
Permit Number: P0126514
Permit Type: Renewal
County: Hamilton

Dear Permit Holder:

Enclosed please find a final Ohio Environmental Protection Agency (EPA) Air Pollution Permit-to-Install and Operate (PTIO) which will allow you to install, modify, and/or operate the described emissions unit(s) in the manner indicated in the permit. Because this permit contains conditions and restrictions, please read it very carefully. In this letter you will find the information on the following topics:

- **How to appeal this permit**
- **How to save money, reduce pollution and reduce energy consumption**
- **How to give us feedback on your permitting experience**
- **How to get an electronic copy of your permit**
- **What should you do if you notice a spill or environmental emergency?**

How to appeal this permit

The issuance of this PTIO is a final action of the Director and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of $70.00, made payable to "Ohio Treasurer Robert Sprague," which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission
30 East Broad Street, 4th Floor
Columbus, OH 43215

How to save money, reduce pollution and reduce energy consumption

The Ohio EPA is encouraging companies to investigate pollution prevention and energy conservation. Not only will this reduce pollution and energy consumption, but it can also save you money. If you would like to learn ways you can save money while protecting the environment, please contact our Office of Compliance Assistance and Pollution Prevention at (614) 644-3469. Additionally, all or a portion of the capital expenditures related to installing air pollution control equipment under this permit may be eligible for financing and State tax exemptions through the Ohio Air Quality Development Authority (OAQDA) under Ohio Revised Code Section 3706. For more information, see the OAQDA website: www.ohioairquality.org/clean_air

How to give us feedback on your permitting experience

Please complete a survey at www.epa.ohio.gov/survey.aspx and give us feedback on your permitting experience. We value your opinion.

How to get an electronic copy of your permit

This permit can be accessed electronically via the eBusiness Center: Air Services in Microsoft Word format or in Adobe PDF on the Division of Air Pollution Control (DAPC) Web page, www.epa.ohio.gov/dapc by clicking the "Search for Permits" link under the Permitting topic on the Programs tab.

What should you do if you notice a spill or environmental emergency?

Any spill or environmental emergency which may endanger human health or the environment should be reported to the Emergency Response 24-HOUR EMERGENCY SPILL HOTLINE toll-free at (800) 282-9378. Report non-emergency complaints to the appropriate district office or local air agency.

If you have any questions regarding your permit, please contact Southwest Ohio Air Quality Agency at (513)946-7777 or the Office of Compliance Assistance and Pollution Prevention at (614) 644-3469.

Sincerely,



Michael E. Hopkins, P.E.
Assistant Chief, Permitting Section, DAPC

cc: SWOAQA



FINAL

Division of Air Pollution Control
Permit-to-Install and Operate
for
ENVIRONMENTAL ENTERPRISES

Facility ID:	1431072690
Permit Number:	P0126514
Permit Type:	Renewal
Issued:	10/21/2019
Effective:	10/21/2019
Expiration:	10/21/2029

Ohio Environmental Protection Agency

Division of Air Pollution Control
Permit-to-Install and Operate
for
ENVIRONMENTAL ENTERPRISES

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Authorization

Facility ID:	1431072690
Application Number(s):	A0063679
Permit Number:	P0126514
Permit Description:	PTIO renewal for P002-aerosol and non-aerosol shredder with carbon bed, P005-non-hazardous waste shredder, P006- hazardous waste tank#1 with scrubber and P007-hazardous waste tank#2 with scrubber. P013-Aerosol Can Crusher, P015-Aerosol Can Crusher and P901-Pugmill.
Permit Type:	Renewal
Permit Fee:	$0.00
Issue Date:	10/21/2019
Effective Date:	10/21/2019
Expiration Date:	10/21/2029

Permit Evaluation Report (PER) Annual Date: July 1 - June 30, Due Aug 15

This document constitutes issuance to:

ENVIRONMENTAL ENTERPRISES
4650 SPRING GROVE
Cincinnati, OH 45232

of a Permit-to-Install and Operate for the emissions unit(s) identified on the following page.

Ohio Environmental Protection Agency (EPA) District Office or local air agency responsible for processing and administering your permit:

Southwest Ohio Air Quality Agency
250 William Howard Taft Rd.
Cincinnati, OH 45219
(513)946-7777

The above named entity is hereby granted this Permit-to-Install and Operate for the air contaminant source(s) (emissions unit(s)) listed in this section pursuant to Chapter 3745-31 of the Ohio Administrative Code. Issuance of this permit does not constitute expressed or implied approval or agreement that, if constructed or modified in accordance with the plans included in the application, the described emissions unit(s) will operate in compliance with applicable State and federal laws and regulations.

This permit is granted subject to the conditions attached hereto.

Ohio Environmental Protection Agency

Laurie A. Stevenson
Director

Authorization (continued)

Permit Number: P0126514
Permit Description: PTIO renewal for P002-aerosol and non-aerosol shredder with carbon bed, P005- non-hazardous waste shredder, P006- hazardous waste tank#1 with scrubber and P007-hazardous waste tank#2 with scrubber. P013-Aerosol Can Crusher, P015-Aerosol Can Crusher and P901-Pugmill.

Permits for the following Emissions Unit(s) or groups of Emissions Units are in this document as indicated below:

Emissions Unit ID:	**P002**
Company Equipment ID:	Aerosol and Non-Aerosol Shredder with Carbon Bed
Superseded Permit Number:	P0108259
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P005**
Company Equipment ID:	Non-Hazardous Waste Shredder
Superseded Permit Number:	P0108128
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P006**
Company Equipment ID:	Hazardous Waste Tank # 1 with Scrubber
Superseded Permit Number:	P0107781
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P007**
Company Equipment ID:	Hazardous Waste Tank # 2 with Scrubber
Superseded Permit Number:	P0107792
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P013**
Company Equipment ID:	Can Crusher #1
Superseded Permit Number:	P0118559
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P015**
Company Equipment ID:	Can Crusher #2
Superseded Permit Number:	P0118621
General Permit Category and Type:	Not Applicable
Emissions Unit ID:	**P901**
Company Equipment ID:	Pugmill #1
Superseded Permit Number:	P0108080
General Permit Category and Type:	Not Applicable

A. Standard Terms and Conditions

1. What does this permit-to-install and operate ("PTIO") allow me to do?

This permit allows you to install and operate the emissions unit(s) identified in this PTIO. You must install and operate the unit(s) in accordance with the application you submitted and all the terms and conditions contained in this PTIO, including emission limits and those terms that ensure compliance with the emission limits (for example, operating, recordkeeping and monitoring requirements).

2. Who is responsible for complying with this permit?

The person identified on the "Authorization" page, above, is responsible for complying with this permit until the permit is revoked, terminated, or transferred. "Person" means a person, firm, corporation, association, or partnership. The words "you," "your," or "permittee" refer to the "person" identified on the "Authorization" page above.

The permit applies only to the emissions unit(s) identified in the permit. If you install or modify any other equipment that requires an air permit, you must apply for an additional PTIO(s) for these sources.

3. What records must I keep under this permit?

You must keep all records required by this permit, including monitoring data, test results, strip-chart recordings, calibration data, maintenance records, and any other record required by this permit for five years from the date the record was created. You can keep these records electronically, provided they can be made available to Ohio EPA during an inspection at the facility. Failure to make requested records available to Ohio EPA upon request is a violation of this permit requirement.

4. What are my permit fees and when do I pay them?

There are two fees associated with permitted air contaminant sources in Ohio:

PTIO fee. This one-time fee is based on a fee schedule in accordance with Ohio Revised Code (ORC) section 3745.11, or based on a time and materials charge for permit application review and permit processing if required by the Director.

You will be sent an invoice for this fee after you receive this PTIO and payment is due within 30 days of the invoice date. You are required to pay the fee for this PTIO even if you do not install or modify your operations as authorized by this permit.

Annual emissions fee. Ohio EPA will assess a separate fee based on the total annual emissions from your facility. You self-report your emissions in accordance with Ohio Administrative Code (OAC) Chapter 3745-78. This fee assessed is based on a fee schedule in ORC section 3745.11 and funds Ohio EPA's permit compliance oversight activities. For facilities that are permitted as synthetic minor sources, the fee schedule is adjusted annually for inflation. Ohio EPA will notify you when it is time to report your emissions and to pay your annual emission fees.

5. When does my PTIO expire, and when do I need to submit my renewal application?

This permit expires on the date identified at the beginning of this permit document (see "Authorization" page above) and you must submit a renewal application to renew the permit. Ohio EPA will send a renewal notice to you approximately six months prior to the expiration date of this permit. However, it is

very important that you submit a complete renewal permit application (postmarked prior to expiration of this permit) even if you do not receive the renewal notice.

If a complete renewal application is submitted before the expiration date, Ohio EPA considers this a timely application for purposes of ORC section 119.06, and you are authorized to continue operating the emissions unit(s) covered by this permit beyond the expiration date of this permit until final action is taken by Ohio EPA on the renewal application.

6. What happens to this permit if my project is delayed or I do not install or modify my source?

This PTIO expires 18 months after the issue date identified on the "Authorization" page above unless otherwise specified if you have not (1) started constructing the new or modified emission sources identified in this permit, or (2) entered into a binding contract to undertake such construction. This deadline can be extended by up to 12 months, provided you apply to Ohio EPA for this extension within a reasonable time before the 18-month period has ended and you can show good cause for any such extension.

7. What reports must I submit under this permit?

An annual permit evaluation report (PER) is required in addition to any malfunction reporting required by OAC rule 3745-15-06 or other specific rule-based reporting requirement identified in this permit. Your PER due date is identified in the Authorization section of this permit.

8. If I am required to obtain a Title V operating permit in the future, what happens to the operating provisions and PER obligations under this permit?

If you are required to obtain a Title V permit under OAC Chapter 3745-77 in the future, the permit-to-operate portion of this permit will be superseded by the issued Title V permit. From the effective date of the Title V permit forward, this PTIO will effectively become a PTI (permit-to-install) in accordance with OAC rule 3745-31-02(B). The following terms and conditions of this permit will no longer be applicable after issuance of the Title V permit: Section B, Term 1.b) and Section C, for each emissions unit, Term a)(2).

The PER requirements in this permit remain effective until the date the Title V permit is issued and is effective, and cease to apply after the effective date of the Title V permit. The final PER obligation will cover operations up to the effective date of the Title V permit and must be submitted on or before the submission deadline identified in this permit on the last day prior to the effective date of the Title V permit.

9. What are my obligations when I perform scheduled maintenance on air pollution control equipment?

You must perform scheduled maintenance of air pollution control equipment in accordance with OAC rule 3745-15-06(A). If scheduled maintenance requires shutting down or bypassing any air pollution control equipment, you must also shut down the emissions unit(s) served by the air pollution control equipment during maintenance, unless the conditions of OAC rule 3745-15-06(A)(3) are met. Any emissions that exceed permitted amount(s) under this permit (unless specifically exempted by rule) must be reported as deviations in the annual permit evaluation report (PER), including nonexempt excess emissions that occur during approved scheduled maintenance.

10. Do I have to report malfunctions of emissions units or air pollution control equipment? If so, how must I report?

If you have a reportable malfunction of any emissions unit(s) or any associated air pollution control system, you must report this to the District Office or Local Air Agency in accordance with OAC rule 3745-15-06(B). Malfunctions that must be reported are those that result in emissions that exceed permitted emission levels. It is your responsibility to evaluate control equipment breakdowns and operational upsets to determine if a reportable malfunction has occurred.

If you have a malfunction, but determine that it is not a reportable malfunction under OAC rule 3745-15-06(B), it is recommended that you maintain records associated with control equipment breakdown or process upsets. Although it is not a requirement of this permit, Ohio EPA recommends that you maintain records for non-reportable malfunctions.

11. Can Ohio EPA or my local air agency inspect the facility where the emission unit(s) is/are located?

Yes. Under Ohio law, the Director or his authorized representative may inspect the facility, conduct tests, examine records or reports to determine compliance with air pollution laws and regulations and the terms and conditions of this permit. You must provide, within a reasonable time, any information Ohio EPA requests either verbally or in writing.

12. What happens if one or more emissions units operated under this permit is/are shut down permanently?

Ohio EPA can terminate the permit terms associated with any permanently shut down emissions unit. "Shut down" means the emissions unit has been physically removed from service or has been altered in such a way that it can no longer operate without a subsequent "modification" or "installation" as defined in OAC Chapter 3745-31.

You should notify Ohio EPA of any emissions unit that is permanently shut down by submitting a certification that identifies the date on which the emissions unit was permanently shut down. The certification must be submitted by an authorized official from the facility. You cannot continue to operate an emission unit once the certification has been submitted to Ohio EPA by the authorized official.

You must comply with all recordkeeping and reporting for any permanently shut down emissions unit in accordance with the provisions of the permit, regulations or laws that were enforceable during the period of operation, such as the requirement to submit a PER, air fee emission report, or malfunction report. You must also keep all records relating to any permanently shutdown emissions unit, generated while the emissions unit was in operation, for at least five years from the date the record was generated.

Again, you cannot resume operation of any emissions unit certified by the authorized official as being permanently shut down without first applying for and obtaining a permit pursuant to OAC Chapter 3745-31.

13. Can I transfer this permit to a new owner or operator?

You can transfer this permit to a new owner or operator. If you transfer the permit, you must follow the procedures in OAC Chapter 3745-31, including notifying Ohio EPA or the local air agency of the change in ownership or operator. Any transferee of this permit must assume the responsibilities of the transferor permit holder.

14. Does compliance with this permit constitute compliance with OAC rule 3745-15-07, "air pollution nuisance"?

This permit and OAC rule 3745-15-07 prohibit operation of the air contaminant source(s) regulated under this permit in a manner that causes a nuisance. Ohio EPA can require additional controls or modification of the requirements of this permit through enforcement orders or judicial enforcement action if, upon investigation, Ohio EPA determines existing operations are causing a nuisance.

15. What happens if a portion of this permit is determined to be invalid?

If a portion of this permit is determined to be invalid, the remainder of the terms and conditions remain valid and enforceable. The exception is where the enforceability of terms and conditions are dependent on the term or condition that was declared invalid.

B. Facility-Wide Terms and Conditions

1. This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

   a) For the purpose of a permit-to-install document, the facility-wide terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

      (1) None.

   b) For the purpose of a permit-to-operate document, the facility-wide terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

      (1) None.

C. Emissions Unit Terms and Conditions

1. P002, Non-Aerosol Shredder with Carbon Bed

Operations, Property and/or Equipment Description:

Non-Aerosol Shredder

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)(a)(ii)	The Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3) do not apply to the VOC emissions from this air contaminant source since the calculated annual emission rate is less than 10 tons/year taking into account the voluntary restriction from OAC rule 3745-31-05(E) in b)(1)b. below.
b.	OAC rule 3745-31-05(E)	Operate and maintain a carbon adsorption system with an overall control efficiency of at least 95%, by weight.

(2) Additional Terms and Conditions

a. None.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) The permittee shall monitor and record, at least once per week when the emission unit is in operation and processing VOC containing products, the following information for this emissions unit:

a. The inlet VOC emission concentrations flowing into the carbon adsorption system.

b. The outlet VOC emission concentrations from the carbon adsorption system.

c. The percent differential of the VOC emission concentrations between the inlet and outlet openings of the carbon adsorption system [(b)/(a) x 100].

d. If the emission unit did not operate in a week, a dated record that the emissions unit did not operate for the calendar week.

e. If the emission unit operated, but processed only non-VOC containing products , a dated record that the emissions unit processed only non-VOC containing products for the calendar week.

(2) If the outlet concentration of VOC emissions is greater than 5% of the inlet VOC emission concentration (as calculated in Section d)(1)), then breakthrough of VOC emissions has occurred. If such breakthrough has occurred, the permittee shall perform one of the following options:

a. Replace the carbon adsorption system (carbon) in order to maintain a control efficiency of at least 95%, by weight, for VOC emissions.

b. Confirm breakthrough of the VOC emissions by calculating the percent differential of the VOC emissions using the methodology as specified in Section d)(1), once per hour, for three consecutive hours.

If breakthrough of VOC emissions has been confirmed (i.e., each of the three calculations performed in Section b)(2)b. indicate a greater than 5% differential of VOC emissions through the outlet), then the permittee shall replace the carbon adsorption system (carbon) in order to maintain a control efficiency of at least 95% by weight, for VOC emissions.

(3) The permittee shall maintain monthly records that specify all times the carbon adsorption system (carbon) was replaced.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section

of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Voluntary Restriction:

Operate and maintain a carbon adsorption system with an overall control efficiency of at least 95%, by weight.

Applicable Compliance Method:

The permittee shall conduct, or have conducted, emission testing for this emissions unit in accordance with the following requirements:

i. The emission testing shall be conducted within 6 months prior to the expiration of this permit.

ii. The emission testing shall be conducted to demonstrate compliance with the overall control efficiency of at least 95%, by weight for VOC's.

iii. The following test method(s) shall be employed to demonstrate compliance with the allowable mass emission rate(s):

iv. Method 25A 40 CFR Part 60, Appendix A.

v. Alternative U.S. EPA approved test methods may be used with prior approval from the Ohio EPA.

vi. The capture efficiency shall be determined using Methods 204 through 204F, as specified in 40 CFR Part 51, Appendix M, or the permittee may request to use an alternative method or procedure for the determination of capture efficiency in accordance with the USEPA's "Guidelines for Determining Capture Efficiency," dated January 9, 1995. (The Ohio EPA will consider the request, including an evaluation of the applicability, necessity, and validity of the alternative, and may approve the use of the alternative if such approval does not contravene any other applicable requirement.)- if applicable

vii. The test(s) shall be conducted under those representative conditions that challenge to the fullest extent possible a facility's ability to meet the applicable emissions limits and/or control requirements, unless otherwise specified or approved by the appropriate Ohio EPA District Office or local

air agency. Although this generally consists of operating the emissions unit at its maximum material input/production rates and results in the highest emission rate of the tested pollutant, there may be circumstances where a lower emissions loading is deemed the most challenging control scenario. Failure to test under these conditions is justification for not accepting the test results as a demonstration of compliance.

viii. Not later than 30 days prior to the proposed test date(s), the permittee shall submit an "Intent to Test" notification to the appropriate Ohio EPA District Office or local air agency. The "Intent to Test" notification shall describe in detail the proposed test methods and procedures, the emissions unit operating parameters, the time(s) and date(s) of the test(s), and the person(s) who will be conducting the test(s). Failure to submit such notification for review and approval prior to the test(s) may result in the Ohio EPA District Office's or local air agency's refusal to accept the results of the emission test(s).

ix. Personnel from the appropriate Ohio EPA District Office or local air agency shall be permitted to witness the test(s), examine the testing equipment, and acquire data and information necessary to ensure that the operation of the emissions unit and the testing procedures provide a valid characterization of the emissions from the emissions unit and/or the performance of the control equipment.

x. A comprehensive written report on the results of the emissions test(s) shall be signed by the person or persons responsible for the tests and submitted to the appropriate Ohio EPA District Office or local air agency within 30 days following completion of the test(s). The permittee may request additional time for the submittal of the written report, where warranted, with prior approval from the appropriate Ohio EPA District Office or local air agency

g) Miscellaneous Requirements

(1) Modeling to demonstrate compliance with the “Toxic Air Contaminant Statute” in ORC 3704.03(F)(4)(b) was not necessary because the emissions unit’s maximum annual emissions for each toxic air contaminant, as defined in OAC rule 3745-114-01, will be less than 1.0 ton per year. OAC Chapter 3745-31 requires permittees to apply for and obtain a new or modified permit-to-install prior to making a "modification" as defined by OAC rule 3745-31-01. The permittee is hereby advised that changes in the composition of the materials, or use of new materials, that would cause the emissions of any toxic air contaminant to increase to above 1.0 ton per year may require the permittee to apply for and obtain a new permit-to-install.

2. P005, Non-Hazardous Waste Shredder

Operations, Property and/or Equipment Description:

Non-Hazardous Waste Shredder

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)	Organic compound (OC) emissions shall not exceed 2.5 pounds per hour and 3.0 tons per year. See c)(1)

(2) Additional Terms and Conditions

a. The hourly emission limitation outlined above is based upon the emissions unit's Potential to Emit (PTE). Therefore, no records or reports are required to demonstrate compliance with this limit.

b. Compliance with OAC rule 3745-31-05(A)(3) shall be demonstrated by compliance with the allowable emission limitations and hours of operation limitation.

c) Operational Restrictions

(1) The maximum annual operating rate for this emissions unit shall not exceed 2,400 hours.

d) Monitoring and/or Recordkeeping Requirements

(1) The permittee shall maintain the following information each month:

a. The number of hours of operation of this emissions unit.

b. The company identification of each solvent employed.

c. The pounds of material processed in this emissions unit.

These monthly records shall be summed annually to demonstrate compliance with c)(1).

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emission Limitation:

Organic compound (OC) emissions shall not exceed 2.5 pounds per hour and 3.0 tons per year.

Applicable Compliance Method:

Compliance shall be determined by multiplying the pounds of material throughput by 50% (50% is product and 50% is packaging) then multiply by the worst case emission rate of 0.1%:

[pounds processed per day x 0.50 x 0.001 pound OC/pound processed]/ hours/day = pounds OC/hr

[pounds processed per year x 0.50 x 0.001 pound OC/pound processed]/ 2000 pound/ton = TPY of OC.

g) Miscellaneous Requirements

(1) None.

3. P006, Hazardous Waste Tank # 1 with Scrubber

Operations, Property and/or Equipment Description:

Hazardous Waste Tank #1 with Scrubber

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)	Particulate emissions (PE) and particulate emissions 10 microns or less in diameter (PM10) shall not exceed 0.32 pound per hour and 1.05 tons per year (TPY). Visible particulate emissions from any stack shall not exceed 0 percent opacity as a six-minute average.
b.	OAC rule 3745-17-11(B)(1)	The emission limitation established in accordance with this rule is less stringent than the limitation established in accordance with OAC rule 3745-31-05(A)(3).
c.	OAC rule 3745-17-07(A)	The emission limitation established in accordance with this rule is less stringent than the limitation established in accordance with OAC rule 3745-31-05(A)(3).

(2) Additional Terms and Conditions

a. Compliance with OAC rule 3745-31-05(A)(3) shall be demonstrated by the use of a scrubber with a minimum control efficiency of 95%, PM/PM10 emission limitations and visible emissions limitation.

b. The emissions from this emissions unit shall be vented to the wet scrubber at all times the emissions unit is in operation.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) In order to maintain compliance with the applicable emission limitation(s) contained in this permit, the acceptable scrubber liquid flow rate, that shall be maintained in order to demonstrate compliance, shall not be less than 10 gallons per minute.

(2) The permittee shall properly install, operate, and maintain equipment to continuously monitor the scrubber liquid flow rate (in gallons per minute) during operation of this emissions unit(s), including periods of startup and shutdown. The permittee shall record the scrubber liquid's flow rate on a daily basis. The monitoring equipment shall be installed, calibrated, operated, and maintained in accordance with the manufacturer's recommendations, instructions, and operating manual(s), with any modifications deemed necessary by the permittee.

Whenever the monitored value for any parameter deviates from the range(s) or minimum limit(s) established in accordance with this permit, the permittee shall promptly investigate the cause of the deviation. The permittee shall maintain records of the following information for each investigation:

a. the date and time the deviation began;

b. the magnitude of the deviation at that time;

c. the date the investigation was conducted;

d. the name(s) of the personnel who conducted the investigation; and

e. the findings and recommendations.

In response to each required investigation to determine the cause of a deviation, the permittee shall take prompt corrective action to bring the control equipment parameters within the acceptable range(s), or at or above the minimum limit(s) specified in this permit, unless the permittee determines that corrective action is not necessary and documents the reasons for that determination and the date and time the deviation ended. The permittee shall maintain records of the following information for each corrective action taken:

f. a description of the corrective action;

g. the date the corrective action was completed;

h. the date and time the deviation ended;

i. the total period of time (in minutes) during which there was a deviation;

j. the flow rate readings immediately after the corrective action was implemented; and

k. the name(s) of the personnel who performed the work.

Investigation and records required by this paragraph do not eliminate the need to comply with the requirements of OAC rule 3745-15-06 if it is determined that a malfunction has occurred.

(3) These range(s) and/or limit(s) for the liquid flow rate are effective for the duration of this permit, unless revisions are requested by the permittee and approved in writing by the appropriate Ohio EPA District Office or local air agency. The permittee may request revisions to the permitted range or limit for the liquid flow rate based upon information obtained during future performance tests that demonstrate compliance with the allowable particulate emission rate for this/these emissions unit(s). In addition, approved revisions to the range or limit will not constitute a relaxation of the monitoring requirements of this permit and may be incorporated into this permit by means of an administrative modification.

(4) Modeling to demonstrate compliance with, the “Toxic Air Contaminant Statute”, ORC 3704.03(F)(4)(b), was not necessary because the emissions unit’s maximum annual emissions for each toxic air contaminant, as defined in OAC rule 3745-114-01, will be less than 1.0 ton per year. OAC Chapter 3745-31 requires permittees to apply for and obtain a new or modified PTIO prior to making a "modification" as defined by OAC rule 3745-31-01. The permittee is hereby advised that changes in the composition of the materials, or use of new materials, that would cause the emissions of any toxic air contaminant to increase to above 1.0 ton per year may require the permittee to apply for and obtain a new PTIO.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The permittee shall identify in the annual permit evaluation report the following information concerning the operations of the wet scrubber during the 12-month reporting period for this/these emissions unit(s):

a. each period of time (start time and date, and end time and date) when the liquid flow rate was outside of the appropriate range or exceeded the applicable limit contained in this permit;

b. any period of time (start time and date, and end time and date) when the emissions unit(s) was in operation and the process emissions were not vented to the scrubber;

c. each incident of deviation described in “a” or “b” (above) where a prompt investigation was not conducted;

d. each incident of deviation described in “a” or “b” where prompt corrective action, that would bring the liquid flow rate into compliance with the appropriate range or limit contained in this permit, was determined to be necessary and was not taken; and

e. each incident of deviation described in “a” or “b” where proper records were not maintained for the investigation and/or the corrective action(s), as identified in the monitoring and record keeping requirements of this permit.

(3) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emission Limitation:

Particulate emissions (PE) and particulate emissions 10 microns or less in diameter (PM10) shall not exceed 0.32 pound per hour and 1.05 tons per year (TPY).

Applicable Compliance Method:

Compliance with the hourly emission limitation shall be determined using the following equation:

A x B x (1-C)

Where:

A = pounds of material charged per hour = 3200 pounds

B = percent of material charged that is vented to the scrubber = .2%

C = control efficiency of scrubber = 95%

Compliance with the annual emission limitation shall be determined using the following equation:

A x B x (1-C)/2000 pounds

Where:

A = hourly emission rate = 0.32 pound per hour

B = 8760 hours per year

C = downtime between batches = 0.25

b. Emission Limitation:

Visible particulate emissions from any stack shall not exceed 0 percent opacity as a six-minute average.

Applicable Compliance Method:

Compliance shall be determined through visible emission observations performed in accordance with U.S. EPA Method 9.

g) Miscellaneous Requirements

(1) None.

4. P007, Hazardous Waste Tank # 2 with Scrubber

Operations, Property and/or Equipment Description:

Treatment Tank # 2 with Scrubber

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)	Particulate emissions (PE) and particulate emissions 10 microns or less in diameter (PM10) shall not exceed 0.10 pound per hour and 0.33 ton per year (TPY). Visible particulate emissions from any stack shall not exceed 0 percent opacity as a six-minute average.
b.	OAC rule 3745-17-11(B)(1)	The emission limitation established in accordance with this rule is less stringent than the limitation established in accordance with OAC rule 3745-31-05(A)(3).
c.	OAC rule 3745-17-07(A)	The emission limitation established in accordance with this rule is less stringent than the limitation established in accordance with OAC rule 3745-31-05(A)(3).

(2) Additional Terms and Conditions

a. Compliance with OAC rule 3745-31-05(A)(3) shall be demonstrated by the use of a scrubber with a minimum control efficiency of 95%, PM/PM10 emission limitations and visible emissions limitation.

b. The emissions from this emissions unit shall be vented to the wet scrubber at all times the emissions unit is in operation.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) In order to maintain compliance with the applicable emission limitation(s) contained in this permit, the acceptable scrubber liquid flow rate, that shall be maintained in order to demonstrate compliance, shall not be less than 10 gallons per minute.

(2) The permittee shall properly install, operate, and maintain equipment to continuously monitor the scrubber liquid flow rate (in gallons per minute) during operation of this emissions unit(s), including periods of startup and shutdown. The permittee shall record the scrubber liquid's flow rate on a daily basis. The monitoring equipment shall be installed, calibrated, operated, and maintained in accordance with the manufacturer's recommendations, instructions, and operating manual(s), with any modifications deemed necessary by the permittee.

Whenever the monitored value for any parameter deviates from the range(s) or minimum limit(s) established in accordance with this permit, the permittee shall promptly investigate the cause of the deviation. The permittee shall maintain records of the following information for each investigation:

a. the date and time the deviation began;

b. the magnitude of the deviation at that time;

c. the date the investigation was conducted;

d. the name(s) of the personnel who conducted the investigation; and

e. the findings and recommendations.

In response to each required investigation to determine the cause of a deviation, the permittee shall take prompt corrective action to bring the control equipment parameters within the acceptable range(s), or at or above the minimum limit(s) specified in this permit, unless the permittee determines that corrective action is not necessary and documents the reasons for that determination and the date and time the deviation ended. The permittee shall maintain records of the following information for each corrective action taken:

f. a description of the corrective action;

g. the date the corrective action was completed;

h. the date and time the deviation ended;

i. the total period of time (in minutes) during which there was a deviation;

j. the flow rate readings immediately after the corrective action was implemented; and

k. the name(s) of the personnel who performed the work.

Investigation and records required by this paragraph do not eliminate the need to comply with the requirements of OAC rule 3745-15-06 if it is determined that a malfunction has occurred.

(3) These range(s) and/or limit(s) for the liquid flow rate are effective for the duration of this permit, unless revisions are requested by the permittee and approved in writing by the appropriate Ohio EPA District Office or local air agency. The permittee may request revisions to the permitted range or limit for the liquid flow rate based upon information obtained during future performance tests that demonstrate compliance with the allowable particulate emission rate for this/these emissions unit(s). In addition, approved revisions to the range or limit will not constitute a relaxation of the monitoring requirements of this permit and may be incorporated into this permit by means of an administrative modification.

(4) Modeling to demonstrate compliance with, the “Toxic Air Contaminant Statute”, ORC 3704.03(F)(4)(b), was not necessary because the emissions unit’s maximum annual emissions for each toxic air contaminant, as defined in OAC rule 3745-114-01, will be less than 1.0 ton per year. OAC Chapter 3745-31 requires permittees to apply for and obtain a new or modified PTIO prior to making a "modification" as defined by OAC rule 3745-31-01. The permittee is hereby advised that changes in the composition of the materials, or use of new materials, that would cause the emissions of any toxic air contaminant to increase to above 1.0 ton per year may require the permittee to apply for and obtain a new PTIO.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The permittee shall identify in the annual permit evaluation report the following information concerning the operations of the wet scrubber during the 12-month reporting period for this/these emissions unit(s):

a. each period of time (start time and date, and end time and date) when the liquid flow rate was outside of the appropriate range or exceeded the applicable limit contained in this permit;

b. any period of time (start time and date, and end time and date) when the emissions unit(s) was in operation and the process emissions were not vented to the scrubber;

c. each incident of deviation described in “a” or “b” (above) where a prompt investigation was not conducted;

d. each incident of deviation described in “a” or “b” where prompt corrective action, that would bring the liquid flow rate into compliance with the appropriate range or limit contained in this permit, was determined to be necessary and was not taken; and each incident of deviation described in “a” or “b” where proper records were not maintained for the investigation and/or the corrective action(s), as identified in the monitoring and record keeping requirements of this permit.

(3) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emission Limitation:

Particulate emissions (PE) and particulate emissions 10 microns or less in diameter (PM10) shall not exceed 0.10 pound per hour and 0.33 ton per year (TPY).

Applicable Compliance Method:

Compliance with the hourly emission limitation shall be determined using the following equation:

A x B x (1-C)

Where:

A = pounds of material charged per hour = 1000 pounds

B = percent of material charged that is vented to the scrubber = .2%

C = control efficiency of scrubber = 95%

Compliance with the annual emission limitation shall be determined using the following equation:

A x B x (1-C)/2000 pounds

Where:

A = hourly emission rate = 0.10 pound per hour

B = 8760 hours per year

C = downtime between batches = 0.25

b. Emission Limitation:

Visible particulate emissions from any stack shall not exceed 0 percent opacity as a six-minute average.

Applicable Compliance Method:

Compliance shall be determined through visible emission observations performed in accordance with U.S. EPA Method 9.

g) Miscellaneous Requirements

(1) None.

5. P013, Can Crusher #1

Operations, Property and/or Equipment Description:

Aerosol Can Crusher

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)(a)(ii)	The Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3) do not apply to the VOC emissions from this air contaminant source since the calculated potential to emit is less than 10 tons/year.
b.	OAC rule 3745-31-05(F)	See b)(2)a.

(2) Additional Terms and Conditions

a. The emissions unit shall be operated under negative pressure at all times while the unit is in operation.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) In order to maintain compliance with the less than 10 tons per year emission limitation(s) contained in this permit, the emissions unit shall be operated under negative pressure at all times while the unit is in operation. The negative pressure shall be maintained within the range of 0.5 and 10 inches of water.

The permittee shall properly install, operate, and maintain a continuous pressure monitor that measures the amount of negative pressure when the emissions unit(s) is in operation, including periods of startup and shutdown. Units shall be in inches of water. Whenever the monitored amount of negative pressure deviates from the range or limit established in accordance with this permit, the permittee shall promptly investigate the cause of the deviation. The permittee shall maintain records of the following information for each investigation:

a. the date and time the deviation began;

b. the magnitude of the deviation at that time;

c. the date the investigation was conducted;

d. the name(s) of the personnel who conducted the investigation; and

e. the findings and recommendations.

In response to each required investigation to determine the cause of a deviation, the permittee shall take prompt corrective action to bring the operation of the emissions unit within the acceptable range/limit specified in this permit, unless the permittee determines that corrective action is not necessary and documents the reasons for that determination and the date and time the deviation ended. The permittee shall maintain records of the following information for each corrective action taken:

f. a description of the corrective action;

g. the date corrective action was completed;

h. the date and time the deviation ended;

i. the total period of time (in minutes) during which there was a deviation;

j. the negative pressure readings immediately after the corrective action was implemented; and

k. the name(s) of the personnel who performed the work.

The negative pressure range/limit is effective for the duration of this permit, unless revisions are requested by the permittee and approved in writing by the appropriate Ohio EPA District Office or local air agency. The permittee may request revisions to the permitted negative pressure range/limit based upon information obtained during future performance tests that demonstrate compliance with the allowable emission rate(s) for the pollutant(s). In addition, approved revisions to the negative pressure range/limit will

not constitute a relaxation of the monitoring requirements of this permit and may be incorporated into this permit by means of an administrative modification.

(2) Modeling to demonstrate compliance with, the "Toxic Air Contaminant Statute", ORC 3704.03(F)(4)(b), was not necessary because the emissions unit's maximum annual emissions for each toxic air contaminant, as defined in OAC rule 3745-114-01, will be less than 1.0 ton per year. OAC Chapter 3745-31 requires a permittee to apply for and obtain a new or modified PTIO prior to making a "modification" as defined by OAC rule 3745-31-01. The permittee is hereby advised that changes in the composition of the materials, or use of new materials, that would cause the emissions of any toxic air contaminant to increase to above 1.0 ton per year may require the permittee to apply for and obtain a new PTIO.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emissions Limitation:

VOC emissions shall be less than 10 tons per year to avoid the Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3).

Applicable Compliance Method:

The hourly VOC emission rate was determined as follows:

VOC emissions from equipment leaks were determined utilizing VOC emission factors found in *US EPA Protocol for Equipment Leak Emission Estimates EPA-453/R-95-017, 11/1995, Table 2-1* as follows:

Pumps(heavy liquid): 2 components x 0.019 lb/hr = 0.038 lb/hr

Valves (gas): 9 components x 0.0132 lb/hr = 0.1188 lb/hr

Valves (heavy liquid) 4 components x 0.0005 lb/hr = 0.002 lb/hr

Open End 1 component x 0.0038 lb/hr = 0.0038 lb/hr

Flanges/Connections(gas) 12 components x 0.0039 lb/hr = 0.0468 lb/hr

Sampling ports 3 components x 0.033 lb/hr = 0.099 lb/hr

Compressor 1 component x 0.5027 lb/hr = 0.5027 lb/hr

Total hourly equipment leak VOC emissions = 0.812 lb/hr

An additional emissions factor taken from a similar emissions unit was applied to each can processed as follows:

0.00064 lb VOC/can x 2100 cans/hr = 1.34 lbs VOC/hr

Add the equipment leak emissions to the hourly emissions from each can:

1.34 lb/hr + 0.812 lb/hr = 2.15 lbs/hr VOC

The annual emissions are determined by multiplying the hourly emission rate by the total number of hours the emissions unit ran during the year then divide by 2000 lbs/ton.

g) Miscellaneous Requirements

(1) None.

6. P015, Can Crusher #2

Operations, Property and/or Equipment Description:

Aerosol Can Crusher #2

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
b.	OAC rule 3745-31-05(A)(3)(a)(ii)	The Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3) do not apply to the VOC emissions from this air contaminant source since the uncontrolled potential to emit for VOC emissions is less than 10 tons per year.

(2) Additional Terms and Conditions

a. None.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) Modeling to demonstrate compliance with, the “Toxic Air Contaminant Statute”, ORC 3704.03(F)(4)(b), was not necessary because the emissions unit’s maximum annual emissions for each toxic air contaminant, as defined in OAC rule 3745-114-01, will be less than 1.0 ton per year. OAC Chapter 3745-31 requires a permittee to apply for and obtain a new or modified PTIO prior to making a "modification" as defined by OAC rule 3745-31-01. The permittee is hereby advised that changes in the composition of the materials, or use of new materials, that would cause the emissions of any toxic air contaminant to increase to above 1.0 ton per year may require the permittee to apply for and obtain a new PTIO.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit

(2) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emissions Limitation:

VOC emissions shall be less than 10 tons per year to avoid the Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3).

Applicable Compliance Method:

First determine the hourly VOC emission rate as follows:

VOC emissions from equipment leaks were determined utilizing VOC emission factors found in *US EPA Protocol for Equipment Leak Emission Estimates EPA-453/R-95-017, 11/1995, Table 2-1* as follows:

Pumps(heavy liquid): 2 components x 0.019 lb/hr = 0.038 lb/hr

Valves (gas): 9 components x 0.0132 lb/hr = 0.1188 lb/hr

Valves (heavy liquid) 4 components x 0.0005 lb/hr = 0.002 lb/hr

Open End 1 component x 0.0038 lb/hr = 0.0038 lb/hr

Flanges/Connections(gas) 12 components x 0.0039 lb/hr = 0.0468 lb/hr

Sampling ports 3 components x 0.033 lb/hr = 0.099 lb/hr

Compressor 1 component x 0.5027 lb/hr = 0.5027 lb/hr

Total hourly equipment leak VOC emissions = 0.812 lb/hr

An additional emissions factor taken from a similar emissions unit was applied to each can processed as follows:

0.00064 lb VOC/can x 1680 cans/hr = 1.07 lbs VOC/hr

Add the equipment leak emissions to the hourly emissions from each can:

1.07 lb/hr + 0.812 lb/hr = 1.88 lbs/hr VOC

Calculate the annual emissions by multiplying the hourly emission rate of 1.88 lbs VOC/hr by 8760 hour/year then divide by 2000 lbs/ton to get 8.23 TPY VOC.

Divide 8.23 TPY by 12 months/yr to get the monthly emission limit of 0.685 lbs VOC per month.

g) Miscellaneous Requirements

(1) None.

7. P901, Pugmill #1

Operations, Property and/or Equipment Description:

Waste stabilization process

a) This permit document constitutes a permit-to-install issued in accordance with ORC 3704.03(F) and a permit-to-operate issued in accordance with ORC 3704.03(G).

(1) For the purpose of a permit-to-install document, the emissions unit terms and conditions identified below are federally enforceable with the exception of those listed below which are enforceable under state law only.

a. None.

(2) For the purpose of a permit-to-operate document, the emissions unit terms and conditions identified below are enforceable under state law only with the exception of those listed below which are federally enforceable.

a. None.

b) Applicable Emissions Limitations and/or Control Requirements

(1) The specific operation(s), property, and/or equipment that constitute each emissions unit along with the applicable rules and/or requirements and with the applicable emissions limitations and/or control measures are identified below. Emissions from each unit shall not exceed the listed limitations, and the listed control measures shall be specified in narrative form following the table.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
a.	OAC rule 3745-31-05(A)(3)(a)(ii)	The Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3) do not apply to the Particulate Emissions (PE) and Particulate Matter 10 Microns and less in diameter (PM10) emissions from this air contaminant source since the calculated annual emission rate is less than 10 tons/year taking into account the voluntary restriction from OAC rule 3745-31-05(E) in b)(1)b. below.
b.	OAC rule 3745-31-05(E)	Operate and maintain an enclosure, rotoclone, and a fabric filter with an overall control efficiency of at least 95%, by weight.
c.	OAC rule 3745-17-07(A)(1)	Visible particulate emissions from any stack shall not exceed 20 percent opacity as a six-minute average, except as specified by rule.

	Applicable Rules/Requirements	Applicable Emissions Limitations/Control Measures
d.	OAC rule 3745-17-07(B)(1)	Visible particulate emissions of fugitive dust from this emissions unit shall not exceed twenty percent opacity as a three-minute average.
e.	OAC rule 3745-17-08(B)(3)	See b)(2)(a).
f.	OAC rule 3745-17-11(B)	Particulate emissions (PE) from the stack shall not exceed 2.22 pounds per hour. Table I of OAC rule 3745-17-11

(2) Additional Terms and Conditions

a. The installation and use of hoods, fans, and/or other equipment to adequately enclose, contain, capture, vent, and control fugitive dust from this emissions unit shall meet the following requirements:

i. the collection efficiency shall be sufficient to minimize or eliminate visible emissions of fugitive dust at the point(s) of capture to the extent possible with good engineering design; and

ii. the control equipment for this emissions unit shall achieve an outlet emission rate of not greater than 0.030 grain of particulate emissions per dry standard cubic foot of exhaust gases or there shall be no visible particulate emissions (whichever is less stringent) from the exhaust stack of this emissions unit.

c) Operational Restrictions

(1) None.

d) Monitoring and/or Recordkeeping Requirements

(1) The permittee shall properly install, operate, and maintain equipment to continuously monitor and record the pressure drop, in inches of water, across each baghouse during operation of this emissions unit, including periods of startup and shutdown. The monitoring equipment shall be installed, calibrated, operated, and maintained in accordance with the manufacturer's recommendations, instructions, and operating manual(s). The permittee shall record the pressure drop, in inches of water, across each baghouse on daily basis.

Whenever the monitored value for the pressure drop deviates from the range specified below, the permittee shall promptly investigate the cause of the deviation. The permittee shall maintain records of the following information for each investigation: the date and time the deviation began and the magnitude of the deviation at that time, the date(s) the investigation was conducted, the names of the personnel who conducted the investigation, and the findings and recommendations.

In response to each required investigation to determine the cause of a deviation, the permittee shall take prompt corrective action to bring the operation of the control equipment within the acceptable range specified below, unless the permittee determines that corrective action is not necessary and documents the reasons for that determination and the date and time the deviation ended. The permittee shall maintain records of the following information for each corrective action taken: a description of the corrective action, the date it was completed, the date and time the deviation ended, the total period of time (in minutes) during which there was a deviation, the pressure drop readings immediately after the corrective action, and the names of the personnel who performed the work. Investigation and records required by this paragraph does not eliminate the need to comply with the requirements of OAC rule 3745-15-06 if it is determined that a malfunction has occurred.

The acceptable range for the pressure drop across each baghouse is 1 to 5 inches of water.

This range is effective for the duration of this permit, unless revisions are requested by the permittee and approved in writing by the appropriate Ohio EPA District Office or local air agency. The permittee may request revisions to the range based upon information obtained during future particulate emission tests that demonstrate compliance with the allowable particulate emission rate for this emissions unit. In addition, approved revisions to the range will not constitute a relaxation of the monitoring requirements of this permit and may be incorporated into this permit by means of a minor permit modification.

(2) The permittee shall perform daily checks, when the emissions unit is in operation and, when the weather conditions allow, for any visible particulate emissions from the exhaust stack and for any visible emissions of fugitive dust from the egress points (i.e., building windows, doors, roof monitors, etc.) serving this emissions unit. The presence or absence of any visible emissions shall be noted in an operations log. If visible emissions are observed from any points of capture and/or the stack, the permittee shall also note the following in the operations log:

a. the location and color of the emissions;

b. the total duration of any visible emissions incident; and

c. any corrective actions taken to eliminate the visible emissions.

(3) The permittee may, upon receipt of written approval from the appropriate Ohio EPA District Office or local air agency, modify the above-mentioned frequencies for performing the visible emissions checks if operating experience indicates that less frequent visible emissions checks would be sufficient to ensure compliance with the above-mentioned applicable requirements.

e) Reporting Requirements

(1) The permittee shall submit an annual Permit Evaluation Report (PER) to the Ohio EPA District Office or Local Air Agency by the due date identified in the Authorization section

of this permit. The permit evaluation report shall cover a reporting period of no more than twelve months for each air contaminant source identified in this permit.

(2) The reports required by this permit may be submitted through the Ohio EPA's eBusiness Center: Air Services online web portal; or they may be mailed as a hard copy to the appropriate district office or local air agency.

f) Testing Requirements

(1) Compliance with the Emissions Limitations and/or Control Requirements specified in section b) of these terms and conditions shall be determined in accordance with the following methods:

a. Emission Limitation:

Particulate Emissions (PE) and PM10 emissions shall be less than 10 tons per year to avoid the Best Available Technology (BAT) requirements under OAC rule 3745-31-05(A)(3).

Applicable Compliance Method:

Particulate Emissions (PE)

Emissions are determined using emission factors from AP-42 Chapter 11.12-2 as follows:

Multiply the maximum process rate of 0.40 ton/hr x 0.73 lb/ton x (1 - 0.95) = 0.015 lb/hr PE.

Multiply the hourly emissions by the maximum number of hours operated then divide by 2000 pounds to get the annual emissions.

Emissions are determined using emission factors from AP-42 Chapter 11.12-2 as follows:

Multiply the maximum process rate of 0.40 ton/hr x 0.47 lb/ton x (1 - 0.95) = 0.0095 lbs/hr PE.

Multiply the hourly emissions by the maximum annual number of hours operated then divide by 2000 pounds to get the annual emissions.

Fugitive PE/PM10

Emissions are determined using emission factors from AP-42 Chapter 11.17-4 as follows:

Multiply the maximum process rate of 0.40 ton/hr x 0.61 lb/ton = 0.24 lb/hr PE/PM10.

Multiply the hourly emissions by the maximum annual number of hours operated then divide by 2000 pounds to get the annual emissions.

b. Emission Limitation:

Visible particulate emissions of fugitive dust from this emissions unit shall not exceed twenty percent opacity as a three-minute average.

Applicable Compliance Method:

Compliance with the limitation for visible emissions of fugitive dust shall be determined through visible emissions observations performed in accordance U.S. EPA Method 9 and the procedures specified in OAC rule 3745-17-03(B)(3).

c. Emission Limitation:

Visible particulate emissions from the baghouse stack shall not exceed 20% opacity as a six-minute average, except as specified by rule.

Applicable Compliance Method:

Compliance shall be determined through visible emission observations performed in accordance with U.S. EPA Method 9.

d. Emission Limitation:

The controlled emissions from the stack shall achieve an outlet emission rate of not greater than 0.030 grain of particulate emissions per dry standard cubic foot of exhaust gases or there shall be no visible emissions from the exhaust stack.

Applicable Compliance Method:

Compliance with the requirement for no visible particulate emissions from the exhaust stack, identified in this permit, shall be determined in accordance with U.S. EPA Method 22. If opting to comply with the outlet particulate emissions rate, compliance with the 0.030 grain of particulate emissions per dry standard cubic foot of exhaust gases from the stack shall be determined in accordance with U.S. EPA Methods 1 through 5, as appropriate.

e. Emission Limitation:

PE from the stack shall not exceed 2.22 pound per hour which is applicable once U.S. EPA approves the December 1, 2006 version of OAC rule 3745-31-05 as part of the State Implementation Plan.

Applicable Compliance Method:

The hourly emission limitation was determined using Table I of OAC rule 3745-17-11. The maximum hourly process rate is 800 pounds per hour and Table I gives a corresponding allowable PE rate of 2.22 pounds per hour.

If required, compliance shall be demonstrated through emissions testing using US EPA Methods 1 through 5.

g) Miscellaneous Requirements

(1) None.

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED - SWD AIR POLLUTION CONTROL
JUN 7 1993

FOR:

APPLICATION NO	1431072690 P009
EQUIPMENT DESCRIPTION	LAB HOOD #1 - FLASH POINT ANALYSIS
COMPANY ID	LAB HOOD #1
ISSUE DATE	06/11/93
EFFECTIVE DATE	06/11/93

(SEE ENCLOSED LETTER FOR EXPLANATION)

Donald R Schregardus

DIRECTOR

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED - SWG AIR POLLUTION CONTROL
JUN 7 1993

FOR:

APPLICATION NO	1431072090 P010
EQUIPMENT DESCRIPTION	LAB HOOD #2 - CYANIDE ANALYSIS
COMPANY ID	LAB HOOD #2
ISSUE DATE	06/11/93
EFFECTIVE DATE	06/11/93

(SEE ENCLOSED LETTER FOR EXPLANATION)

Donald R Schregardus

DIRECTOR

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED - OHIO AIR POLLUTION CONTROL
7 1993

FOR:

APPLICATION NO	1431072690 P011
EQUIPMENT DESCRIPTION	LAB HOOD #3 - CYANIDE ANALYSIS
COMPANY ID	LAB HOOD #3
ISSUE DATE	06/11/93
EFFECTIVE DATE	06/11/93

(SEE ENCLOSED LETTER FOR EXPLANATION)

Donald R Schregardus

DIRECTOR

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED
AUG 7 1995
Hamilton County Department of Environmental Services

FOR:

APPLICATION NO	1431072690 T001
EQUIPMENT DESCRIPTION	4000 GALLON WASTE OIL STORAGE TANK
COMPANY ID	HAMILTON TANK
ISSUE DATE	08/04/95
EFFECTIVE DATE	08/04/95

(SEE ENCLOSED LETTER FOR EXPLANATION)

Donald R Schneppenheim

DIRECTOR

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED - SWO AIR POLLUTION CONTROL
SEP 16 1993

FOR:

APPLICATION NO	1431072690 P008
EQUIPMENT DESCRIPTION	SOLIDIFICATION PROCESS W/ROTOCLONE
COMPANY ID	SOLIDIFICATION MIXER
ISSUE DATE	09/16/93
EFFECTIVE DATE	09/16/93

(SEE ENCLOSED LETTER FOR EXPLANATION)

Donald R Schregardus

DIRECTOR

NOTICE OF REGISTRATION 40

TO:
ENVIRONMENTAL ENTERPRISES, INC.
4650 SPRING GROVE AVENUE
CINCINNATI OHIO 45232

RECEIVED - SWO AIR POLLUTION CONTROL

FEB 7 1986

FOR:

APPLICATION NO	1431072690 P003
EQUIPMENT DESCRIPTION	WATER REACTIVE REACTOR
COMPANY ID	WATER REACTIVE REACTOR
ISSUE DATE	01/24/86
EFFECTIVE DATE	01/24/86

(SEE ENCLOSED LETTER FOR EXPLANATION)

DIRECTOR

Ohio Environmental Protection Agency

John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

6/15/2017

Environmental Enterprises Inc
Daniel McCabe
4650 Spring Grove Ave
Cincinnati OH 45232

Re: Approval Under Ohio EPA National Pollutant Discharge Elimination System (NPDES) Industrial Storm Water - OHR000006 General Permit (the permit)

Dear NOI Applicant

Your NPDES Notice of Intent application is approved for the following facility. Please use your Ohio EPA Facility Permit Number in all future correspondence.

Facility Name: Environmental Enterprises Inc

Facility Location: 4650 Spring Grove Ave

City/Twp: Cincinnati

County: Hamilton

Ohio EPA Facility Permit Number: 1GR01518*AG **U.S. EPA #:** OHGR01482

Effective Date: **7/1/2017**

A copy of the permit may be viewed or downloaded from the following web address:

http://www.epa.ohio.gov/dsw/permits/gpfact.aspx

If you cannot access the permit online, contact Ohio EPA at 614-644-2001, and a copy will be mailed to the address you provide.

Please read and review the permit carefully. The permit contains requirements and prohibitions with which you must comply, including the submission of Discharge Monitoring Reports (DMRs). DMRs should be submitted online using the Ohio EPA eBusiness Center eDMR internet service. See http://epa.ohio.gov/dsw/edmr/eDMR.aspx for instructions. If you are unable to use this service due to a demonstrable hardship call 614-644-2001 to request paper DMR forms. Coverage under this permit will remain in effect until a renewal of the permit is issued by the Ohio EPA. If you have questions call 614-644-2001.

Sincerely,

Craig W. Butler
Director

cc: Osika, Mary
File

WASTEWATER DISCHARGE PERMIT

Permittee: Environmental Enterprises, Inc.

Address: 4650 Spring Grove Avenue
Cincinnati OH 45232

MSD Permit Number: SIU-42
Effective Date: 01/01/2021
Expiration Date: 12/31/2025

In accordance with the provisions of Article XV, Rules and Regulations of the Metropolitan Sewer District of Greater Cincinnati, Hamilton County, Ohio (known hereinafter as "MSD"), the Permittee is authorized to discharge into the Wastewater Treatment System of MSD subject to the conditions set forth herein.

Issuance of this permit does not constitute expressed or implied approval or permission for a violation of any provision of MSD Rules and Regulations, nor does issuance constitute a waiver by the Department of Sewers, City of Cincinnati, or the Board of County Commissioners of Hamilton County, Ohio, of the right to seek any lawful remedy or penalty for any such violation.

In case the permit makes reference to, or includes in its terms, a plan for pretreating wastewater before its discharge into the Wastewater Treatment System, the issuance of the permit shall not constitute expressed or implied agreement or guarantee that the pretreatment facility constructed in accordance with said plan will operate as intended or in compliance with applicable MSD Rules and Regulations, or that the wastewater so pretreated will be acceptable for discharge to the Wastewater Treatment System.

This permit may be modified by MSD, as required or authorized by MSD Rules and Regulations, or as required by the Federal Government or agencies thereof.

Failure on the part of the Permittee to fulfill any of the specified conditions shall be sufficient cause for immediate revocation of this permit. This permit is further subject to termination upon thirty (30) days written notice to the Permittee by an authorized representative of MSD.

Violations of this permit are punishable by civil penalties of up to $10,000 per violation and by criminal penalties of up to $25,000 per violation or six months in prison or both.

This Permit is transferrable only as specified in Section 1505.5 of the MSD Rules and Regulations.

Superintendent
Compliance Services Division

Director

PERMIT CONDITIONS

1. The Permittee shall comply with the MSD Rules and Regulations or with federal regulations if more stringent. (Sections 204 and 402)

2. The Permittee shall allow MSD and any accompanying EPA personnel access to the premises for inspection or sampling. Any special facility requirements imposed on MSD and any accompanying EPA personnel by the Permittee, including but not limited to security or safety, shall be incurred at the Permittee's expense. (Sections 2101 and 1507.1)

3. The Permittee shall promptly report to MSD any changes in locations, ownership, industrial processes, access procedures, discharges (quantity or quality), or chemical storage procedures. (Sections 1505.2 and 1505.6)

4. The Permittee shall notify MSD immediately in the event of any accident, negligence, fire, flood, watermain break or other occurrence having a reasonable probability of causing a discharge or interference to the public sewer system or other connected conveyance. Notifications shall be made immediately by telephoning MSD at 513-557-7000, 8:00 a.m. to 4:30 p.m., Monday through Friday and 513-352-4900 at all other times, and shall include a description of the manner in which discharges in violation of this permit will be prevented including ceasing industrial discharges if necessary. Within five days of the date of any such occurrence, a detailed written statement describing the causes of the discharge and the measures being taken to prevent its future occurrence shall be submitted by the Permittee to MSD, addressed to The Metropolitan Sewer District, Commercial Waste Group, 1600 Gest Street, Cincinnati, Ohio 45204. (Section 1506.6)

5. The Permittee shall discharge wastewater in conformance with the information contained in the permit application, stormwater management plan, toxic organic management plan, Best Management Practices, and Accidental Discharge/Slug Discharge control plan on file with MSD.

6. The Permittee shall retain and preserve for no less than five (5) years, any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling, and chemical analyses made by or on behalf of said Permittee. (Sections 409 and 1506.13)

7. When the Permittee's monitoring of its wastewater discharge discloses a violation, the Permittee must notify MSD Commercial Waste Group within 24-hours and within thirty (30) days shall submit to MSD in writing the results of repeat sampling and analysis. The 24-hour notification may be by telephone (513-557-7000) or email at msdviolations@cincinnati-oh.gov.

8. If the Permittee monitors its wastewater for any pollutant more often than is required by this Wastewater Discharge Permit, the results of the additional monitoring shall be included in the next periodic report to MSD.

9. Of the following permit conditions, only those marked with an "X" are applicable to the Permittee.
   (X) The Permittee's discharge shall conform to the wastewater flows and characteristics listed in Attachment "A". (Section 1505.2)
   (X) The Permittee shall perform the required monitoring and submit signed reports as described in Attachment "B". (Section 1505.2)

ATTACHMENT A

Permittee: Environmental Enterprises, Inc.

Address: 4650 Spring Grove Avenue
Cincinnati OH 45232

MSD Permit Number: SIU-42
Effective Date: 01/01/2021
Expiration Date: 12/31/2025

The following limitations and conditions apply to the Permittee's effluent wastewater until such time as this Attachment is modified or revoked:

1. The Permittee shall maintain the **pH** of its wastewater discharged to the MSD sewer system within the range of 5 to 12.5 Standard Units at all times in compliance with Sections 1502.1 (B) of the Metropolitan Sewer District Rules and Regulations.

2. The Permittee shall not discharge to the MSD sewer system waste or wastewater that contains pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a **closed cup flashpoint** of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21.

3. The Permittee shall not discharge to the MSD sewer system any liquid or vapor having a temperature higher than 150 degrees Fahrenheit or which produces a **temperature** of 104 degrees Fahrenheit or greater in wastewater entering a wastewater treatment plant.

4. At no time shall the Permittee's discharge flow exceed the instantaneous practical flow rate capacity of the primary measuring device, sample location, building drain, building sewer, private sewer, public sewer, private manhole, public manhole or pump station servicing the facility, or cause a dry-weather overflow from the public sewer.

5. **Facility Discharge Limits.** The Permittee shall not discharge to the MSD sewer system waste or wastewater with concentrations of pollutants that exceed the following values:

Sample Location	Pollutant	Daily Limit	Monthly Average	Required Sample Type	Sample Frequency	Report Frequency
42-02	Flow, Total	NA	NA	Batch	Every Batch	Semi-Annually
42-02	pH	5.0-12.5 S.U.	NA	Batch	Every Batch	Violations Only
42-02	Oil & Grease (NonBio)	50.0 mg/L	NA	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Antimony	0.249 mg/L	0.206 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Arsenic	0.162 mg/L	0.104 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Cadmium	0.474 mg/L	0.0962 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Chromium	0.947 mg/L	0.487 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Cobalt	0.192 mg/L	0.124 mg/L	Batch	4 Days Semi-Annually	Semi-Annually

Sample Location	Pollutant	Daily Limit	Monthly Average	Required Sample Type	Sample Frequency	Report Frequency
42-02	Copper	0.405 mg/L	0.301 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Lead	0.222 mg/L	0.172 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Mercury	0.00234 mg/L	0.000739 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Nickel	3.95 mg/L	1.45 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Silver	0.12 mg/L	0.0351 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Tin	0.409 mg/L	0.12 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Titanium	0.0947 mg/L	0.0618 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Vanadium	0.218 mg/L	0.0662 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Zinc	2.87 mg/L	0.641 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Cyanide (Total)	15.0 mg/L	NA	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Cyanide (Free)	3.0 mg/L	NA	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Carbazole	0.392 mg/L	0.233 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	n-Decane	5.79 mg/L	3.31 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	2,4,6-Trichlorophenol	0.155 mg/L	0.106 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Bis(2-ethylhexyl)phthalate	0.267 mg/L	0.158 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	Fluoranthene	0.787 mg/L	0.393 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	n-Octadecane	1.22 mg/L	0.925 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	o-Cresol	1.92 mg/L	0.581 mg/L	Batch	4 Days Semi-Annually	Semi-Annually
42-02	p-Cresol	0.698 mg/L	0.205 mg/L	Batch	4 Days Semi-Annually	Semi-Annually

SAMPLING LOCATION(S)

42-02 PROCESS FLOW: Northeast flume in pit within cage along front of building on Spring Grove Avenue.

ATTACHMENT B

Permittee: Environmental Enterprises, Inc.

Address: 4650 Spring Grove Avenue
Cincinnati OH 45232

MSD Permit Number: SIU-42
Effective Date: 01/01/2021
Expiration Date: 12/31/2025

The following provisions shall apply to the Permittee until such time as this Attachment is modified or revoked:

1. Permittees seeking renewal of a Wastewater Discharge Permit shall apply in writing between 60 to 90 days before the expiration date of the current permit. The application for renewal shall be submitted on the form provided by MSD and shall state significant changes in the quantity and quality of the wastewater or shall certify that there are no such significant changes. The Permittee shall submit this information to MSD Commercial Waste Group by certified or registered U.S. Mail.

2. In the event that the Permittee does not discharge during a reporting period, the Permittee shall submit a report on the MSD Periodic Compliance Report form certifying to MSD Commercial Waste Group that process discharges did not occur during the reporting period. This certification is in lieu of sampling and no other sampling, analysis or reports, as listed in Attachment A or Attachment B, is required.

3. The Permittee shall timely pay all service charges, surcharges, sampling fees, permit fees and costs of any work required to clear and/or repair wastewater treatment works affected by the user's discharge or operations.

4. The Permittee shall not bypass its wastewater pretreatment system or approved sample location without prior notice to the MSD Commercial Waste Group. In the case of an unanticipated bypass the Permittee shall notify the Commercial Waste Group as soon as practical and within five (5) days submit a written description explaining its cause, duration, and steps taken to reduce, eliminate and prevent future bypasses. Approval of a bypass does not in any way prohibit the District from recovery of damages or assessment of penalties for violations.

5. The Permittee shall provide facilities and procedures for the protection of the wastewater treatment system from the accidental discharge of prohibited materials and slug discharges. The Permittee shall notify the District immediately of any accidental discharge or slug discharge. Notification may be made by telephone to 513-557-7000 during business hours or 513-352-4900 at all other times.

6. The Permittee shall perform periodic self-monitoring of its wastewater at the sampling location(s) defined in Attachment A of this permit according to the table specified in Attachment A, Item 5 of this permit by collecting data representative of the quality and quantity of its wastewater effluent. The Permittee shall submit this data to MSD Commercial Waste Group by certified or registered U.S. Mail within forty-five (45) days of the last day of the month in which the monitoring was performed. The Permittee shall use the enclosed MSD Periodic Compliance Report Form or an MSD approved facsimile. The monitoring report shall include:

   A. Wastewater flow rates for each 24-hour sampling period from each sampling location described in this Attachment.

   B. The chemical identities, concentrations, and methods of analysis of the regulated pollutants as listed in Item 5 of Attachment A of this permit and as required for periodic monitoring.

7. The Permittee shall use the applicable sampling and test procedures found in the most recent edition of the U.S. EPA, Code of Federal Regulations, Title 40, Part 136 (40 CFR 136).

8. Where applicable the Permittee shall periodically submit separate written reports of add and subtract meter readings and wastewater discharge volumes on the form provided by MSD for billing purposes to:

   Metropolitan Sewer District
   Division of Wastewater Administration/Accounting Section
   1600 Gest Street
   Cincinnati, Ohio 45204
   Attention: Brahima Camara
   Or by email to: Brahima.Camara@cincinnati-oh.gov

   The dates when the reports are due, and the reporting periods of the volumetric discharges, are normally specified on the billing notices from the Greater Cincinnati Water Works.

   All reports shall contain detailed information and follow specific submitting instructions. These are outlined in the confirmation letter from the Division of Wastewater Administration after the meter installation is inspected.

   Auxiliary meters shall be installed in accordance with the standards, rules and regulations of the applicable public water works. Auxiliary meters shall not be relocated, taken out of service, or put into a different service. Auxiliary meters shall be maintained at the owner's expense.

9. The Permittee must notify MSD 48 hours prior to each and every batch discharge of process wastewater. Notification may be made to the MSD Commercial Waste Group by email to MSDBatchDischarge@cincinnati-oh.gov, telephone to 513-557-7000 or by facsimile transmittal to 513-557-7050.

10. The Permittee shall completely mix and discharge the entire contents of the batch tank. Discharge shall be released at a reasonable rate over a period of time. The Permitee must record the date, time, volume, pH, and sampler's name for each and every batch discharge of process wastewater. These records must be on hand and immediately available to MSD personnel upon request.

11. Once during each calendar year the Permittee shall submit to the Metropolitan Sewer District a periodic certification statement that the Permittee is operating its treatment systems to provide equivalent treatment as set forth in Title 40 Code of Federal Regulations 437.41(b).

12. Once each calendar year the Permittee shall report to the Metropolitan Sewer District the results of analyzing representative samples for PCBs and pesticides. As an alternative to sampling for PCBs and pesticide pollutants, the Permittee may submit an annual written certification stating that no material having the PCB or pesticide pollutants were discharged during the previous twelve months.

13. Once during each calendar year the Permittee shall report to the Metropolitan Sewer District the results of analyzing representative samples of its wastewater to MSD for ionizing radiation (alpha, beta and gamma). As an alternative to monitoring for radiation pollutants, the Permittee may submit an annual written certification stating that no materials having the listed radiation pollutants above background levels were processed or discharged during the previous twelve months.

14. The Permitee shall characterize by laboratory analysis each new waste stream for compliance with the limits set forth in Attachment A, Item 5 of this permit. In the event that the laboratory characterization demonstrates levels above the allowable limits the Permittee shall develop and follow a treatment plan for this waste stream. The treatment plan for each waste stream shall be on hand and available for inspection.

15. The Permittee shall document each waste stream accepted for discharge to MSD in the Wastewater Discharge Permit Application on file with the Compliance Services Division. In the event that additional waste streams are accepted, the Permitee shall amend the Wastewater Discharge Permit Application by means of written notice to the Compliance Services Division. The notice, laboratory characterization and treatment plan shall be submitted pirior to the date of discharge of the wastestream.

IUN 42 [Monitoring-SMR]

LAB REPORT	SIGNATURE	**MSD SIU PERIODIC COMPLIANCE REPORT**	PAGE 1 OF 2
DATE RECEIVED	INITIALS	Report due 45 days after the month of sampling.	PERMIT NO. **SIU-42** Permit Expiration Date 12/31/2025

1. Name of Company Having Wastewater Discharge
Environmental Enterprises, Inc.

2. Has the Ownership or Occupancy Changed Since the Last Report?
☐ Yes ☐ No

3. Address of Wastewater Discharge
4650 SPRING GROVE AV
Cincinnati, OH 45232

4. Name of Industrial Wastewater Contact
Warren G.. Taylor

5. Phone Number
513-541-1823

6. Mailing Address
4650 Spring Grove Avenue
Cincinnati, OH 45232

7. SIC Number
9511

8. Reporting Period

9. Name of Lab Performing Analysis

10. Sample Location
42-02 - PROCESS FLOW: Northeast flume in pit within cage along front of building on Spring Grove Avenue.

Date of Collection						
PARAMETER	UNITS	RESULT	RESULT	RESULT	RESULT	RESULT
Flow, Total	Gallon					
Oil & Grease (NonBio)	mg/L					
Antimony	mg/L					
Arsenic	mg/L					
Cadmium	mg/L					
Chromium	mg/L					
Cobalt	mg/L					
Copper	mg/L					
Lead	mg/L					
Mercury	mg/L					
Nickel	mg/L					
Silver	mg/L					
Tin	mg/L					
Titanium	mg/L					
Vanadium	mg/L					
Zinc	mg/L					
Cyanide (Total)	mg/L					
Cyanide (Free)	mg/L					
Carbazole	mg/L					
n-Decane	mg/L					
2,4,6-Trichlorophenol	mg/L					
Bis(2-ethylhexyl)phthalate	mg/L					
Fluoranthene	mg/L					
n-Octadecane	mg/L					
o-Cresol	mg/L					

CERTIFICATION BY PERMITTEE

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

Signature of responsible company official: **Date:**

Print name of official: **Title:**

IUN 42 [Monitoring-SMR]

LAB REPORT	SIGNATURE	MSD SIU PERIODIC COMPLIANCE REPORT	PAGE 2 OF 2
DATE RECEIVED	INITIALS	Report due 45 days after the month of sampling.	PERMIT NO. SIU-42
			Permit Expiration Date 12/31/2025

1. Name of Company Having Wastewater Discharge
Environmental Enterprises, Inc.

2. Has the Ownership or Occupancy Changed Since the Last Report?
☐ Yes ☐ No

3. Address of Wastewater Discharge
4650 SPRING GROVE AV
Cincinnati, OH 45232

4. Name of Industrial Wastewater Contact
Warren G.. Taylor

5. Phone Number
513-541-1823

6. Mailing Address
4650 Spring Grove Avenue
Cincinnati, OH 45232

7. SIC Number
9511

8. Reporting Period

9. Name of Lab Performing Analysis

10. Sample Location
42-02 - PROCESS FLOW: Northeast flume in pit within cage along front of building on Spring Grove Avenue.

Date of Collection						
PARAMETER	UNITS	RESULT	RESULT	RESULT	RESULT	RESULT
p-Cresol	mg/L					

AA = less than Method Detection Limit
AH = Certification in lieu of monitoring

CERTIFICATION BY PERMITTEE

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

Signature of responsible company official: **Date:**

Print name of official: **Title:**

Permit Fact Sheet

FACILITY INFORMATION:

Facility Name: Environmental Enterprises, Inc.

Facility ID: 42

Physical Location: 4650 Spring Grove Avenue
Cincinnati, OH 45232

Municipal Sewer: 450 GPD

Facility Type: Significant Industrial User

Regulation Standard: Local Limits: MIL, Federal: 437 D

CONTROL PLANS:

Certification - Equivalent Trt
Received: 1/21/2020 | Status: Approved | Approval Date: 1/24/2020
Last Review Date: 10/21/20 | Comments:
Last Review By: Luecke

Certification - PCBs and Past.
Received: 1/21/2020 | Status: Approved | Approval Date: 1/24/2020
Last Review Date: 10/21/20 | Comments:
Last Review By: Luecke

Certification - Radiation
Received: 1/21/2020 | Status: Approved | Approval Date: 1/24/2020
Last Review Date: 10/21/20 | Comments:
Last Review By: Luecke

Certification - Zero Discharge
Received: | Status: Approved | Approval Date: 10/23/2020
Last Review Date: 10/21/20 | Comments: Certification on PCR that no process waste water discharged in previous semi-annual period
Last Review By: Luecke

SITE OPERATION INFORMATION:

Start of Operation at current address: 1979 **Years at current address:** 42

Operation Description: This facility is permitted as a Significant Industrial User since they are categorical under 40 CFR 437D as a central waste treatment facility for hazardous, non hazardous, liquid and solid wastes.

Wastes are received, logged in, and sorted to specific storage areas. There are thirteen different storage areas to segregate wastes by type. Drums are loaded onto skids and stacked two high. Each drum is given an ID number for tracking. Roll-off boxes and empty drums are stored outside on the pavement. The facility's processes include waste treatment and the by-products are hauled off-site for use/reuse/disposal. Treatment processes include pH neutralization, metals/solids precipitation, solidifying and filtering. Gold, silver and copper recovery electroplating is also done at the facility. The facility also collects oil, antifreeze, paper, ferrous and other metals to be sent off-site for recycling. Support activities include air compressors, boiler, nitrogen compressors, process lab, rotoclone, lab water system, and offices are also operated at this site. The facility has an annex for paint disposal, and PCB transfer/shipment point.

Storm water is collected from all paved areas and trickled through a shaft where a furnace/blower evaporates the water. Storm water concentrate that is not evaporated is treated along with other wastewaters. The facility can store 20,000 gals of storm water and evaporates up to 1,000 gpd.

The facility does not discharge process wastewater and discharges sanitary wastewater only. A pH monitor is in place, but has not run since May 5, 2001.

Permit Fact Sheet

SAMPLE LOCATION INFORMATION:

Name: 42-02 **Type:** IU **Category:** Flume other

Description: PROCESS FLOW: Northeast flume in pit within cage along front of building on Spring Grove Avenue.

Geo Locations: Down Stream CSO: 026; Down Stream SSO: 1066; Mill Creek WWTP

Class: C-1D **MSD Sample Location?:** Y **PCR Sample Location?:** Y

CWF Location?: N **End of Pipe?:** N

SAMPLE LOCATION FLOW INFORMATION:

Flow Stream Name	Flow Direction	Flow Type	Status	Regulation Description	Comments	Reading Type	Flow
Process Flow	Outgoing	Sewered Flow	A	Centralized Waste Treatment (ABC Wastestreams) 437	Zero discharger - process flow hauled off-site	Estimate from Water Balance	2,066 GPD

PERIODIC COMPLIANCE REPORTS INFORMATION:

Sampling Location: **42-02**

PCR Reporting Frequency: Semi-Annually

PCR Reporting Begin Date: January 01, 2021

SAMPLE LOCATION DISCHARGE LIMITS:

		FED	LOCAL	Most Stringent
Oil & Grease (NonBio)	Daily Maximum	-	50.000	50.000
Antimony	Daily Maximum	0.249	-	0.249
	Monthly Average	0.206	-	0.206
Arsenic	Daily Maximum	0.162	-	0.162
	Monthly Average	0.104	-	0.104
Cadmium	Daily Maximum	0.474	6.000	0.474
	Monthly Average	0.096	-	0.096
Chromium	Daily Maximum	0.947	10.000	0.947
	Monthly Average	0.487	-	0.487
Cobalt	Daily Maximum	0.192	-	0.192
	Monthly Average	0.124	-	0.124
Copper	Daily Maximum	0.405	10.000	0.405
	Monthly Average	0.301	-	0.301
Lead	Daily Maximum	0.222	6.000	0.222
	Monthly Average	0.172	-	0.172

		FED	LOCAL	Most Stringent
Mercury	Daily Maximum	0.002	0.020	0.002
	Monthly Average	0.001	-	0.001
Nickel	Daily Maximum	3.950	10.000	3.950
	Monthly Average	1.450	-	1.450
Silver	Daily Maximum	0.120	-	0.120
	Monthly Average	0.035	-	0.035
Tin	Daily Maximum	0.409	-	0.409
	Monthly Average	0.120	-	0.120
Titanium	Daily Maximum	0.095	-	0.095
	Monthly Average	0.062	-	0.062
Vanadium	Daily Maximum	0.218	-	0.218
	Monthly Average	0.066	-	0.066
Zinc	Daily Maximum	2.870	10.000	2.870
	Monthly Average	0.641	-	0.641
Cyanide (Total)	Daily Maximum	-	15.000	15.000
Cyanide (Free)	Daily Maximum	-	3.000	3.000
Carbazole	Daily Maximum	0.392	-	0.392
	Monthly Average	0.233	-	0.233
n-Decane	Daily Maximum	5.790	-	5.790
	Monthly Average	3.310	-	3.310
2,4,6-Trichlorophenol	Daily Maximum	0.155	-	0.155
	Monthly Average	0.106	-	0.106
Bis(2-ethylhexyl)phthalate	Daily Maximum	0.267	-	0.267
	Monthly Average	0.158	-	0.158
Fluoranthene	Daily Maximum	0.787	-	0.787
	Monthly Average	0.393	-	0.393
n-Octadecane	Daily Maximum	1.220	-	1.220
	Monthly Average	0.925	-	0.925
o-Cresol	Daily Maximum	1.920	-	1.920
	Monthly Average	0.561	-	0.561
p-Cresol	Daily Maximum	0.698	-	0.698

		FED	LOCAL	Most Stringent
p-Cresol	Monthly Average	0.205	-	0.205

All limits are in mg/L.

OHIO ENVIRONMENTAL PROTECTION AGENCY

Permit to Install

Application No. 05-4660

Applicant's Name: Environmental Enterprises, Inc. Permit Fee $100.00

Address: 4650 Spring Grove Avenue

City: Cincinnati State: Ohio 45232

Person to Contact: Mr. Gary Davis, Vice President
Telephone: (513) 541-1823

Description of Proposed Source: Modification to Install Additional Pretreatment Equipment, Cincinnati, Metropolitan Sewer District, Hamilton County

Issuance Date: December 12, 1991

Effective Date: December 12, 1991

The above named entity is hereby granted a permit to install for the above described source pursuant to Chapter 3745-31 of the Ohio Administrative Code. Issuance of this permit does not constitute expressed or implied approval or agreement that, if constructed or modified in accordance with the plans included in the application, the above described source of environmental pollutants will operate in compliance with applicable State and Federal laws and regulations, and does not constitute expressed or implied assurance that if constructed or modified in accordance with those plans and specifications, the above described source of pollutants will be granted the necessary operating permits. This permit is granted subject to the following conditions attached hereto:

Ohio Environmental Protection Agency

Donald R. Schregardus

Donald R. Schregardus
Director
P. O. Box 1049, 1800 WaterMark Dr.
Columbus, Ohio 43266-0149

OHIO ENVIRONMENTAL PROTECTION AGENCY

Permit to Install

Application No. 05-2585

Applicant's Name: Environmental Enterprises Permit Fee $50.00

Address: 4650 Spring Grove Avenue

City: Cincinnati State: Ohio 45232

Person to Contact: Gary Davis
Telephone: (513) 541-1823

Description of Proposed Source: Pretreatment - Sludge Filter Press

Issuance Date: Janaury 28, 1988

Effective Date: January 28, 1988

The above named entity is hereby granted a permit to install for the above described source pursuant to Chapter 3745-31 of the Ohio Administrative Code. Issuance of this permit does not constitute expressed or implied approval or agreement that, if constructed or modified in accordance with the plans included in the application, the above described source of environmental pollutants will operate in compliance with applicable State and Federal laws and regulations, and does not constitute expressed or implied assurance that if constructed or modified in accordance with those plans and specifications, the above described source of pollutants will be granted the necessary operating permits. This permit is granted subject to the following conditions attached hereto:!

Ohio Environmental Protection Agency

Richard L. Shank

Richard L. Shank, Ph.D.
Director
P. O. Box 1049, 1800 WaterMark Dr.
Columbus, Ohio 43266-0149

City of Cincinnati

Department of Safety

Division of Fire

Permit

Permit Number: ***FC20181302***
Fire Company: E38
Fire District: D-3

Premise Address:
ENVIRONMENTAL ENTERPRISES INC.
4650 SPRING GROVE AVENUE

To: ***ENVIRONMENTAL ENTERPRISES INC.***
4650 SPRING GROVE AVENUE
CINCINNATI, OHIO 45232

PURSUANT TO THE PROVISIONS OF THE CINCINNATI FIRE PREVENTION CODE SECTION 105.6.08
THIS PERMIT IS GRANTED TO ENVIRONMENTAL ENTERPRISES INC.
FOR THE PURPOSE OF COMPRESSED GASES

STORAGE AND/OR HANDLING OF COMPRESSED GASES 2400 CU FT/
LPG 200 CU FT CYLINGERS-NITROGEN

THIS PERMIT EXPIRES: 09/30/2019

This permit is used and accepted subject to all applicable provisions of the Cincinnati Fire Prevention Code now adopted, or that may hereafter be adopted.
This permit does not take the place of any license required by law and is not transferable. Any change in the use or occupancy of premises shall require a new permit.

FIRE CHIEF

THE PERMIT MUST AT ALL TIMES BE POSTED ON THE PREMISES MENTIONED ABOVE

City of **Cincinnati**

Department of Safety **Division of Fire**

Permit

Permit Number: ***FC20181303***
Fire Company: E38
Fire District: D-3

Premise Address:
ENVIRONMENTAL ENTERPRISES INC.
4650 SPRING GROVE AVENUE

To: ***ENVIRONMENTAL ENTERPRISES INC.***
4650 SPRING GROVE AVENUE
CINCINNATI, OHIO 45232

PURSUANT TO THE PROVISIONS OF THE CINCINNATI FIRE PREVENTION CODE SECTION 105.6.16
THIS PERMIT IS GRANTED TO ENVIRONMENTAL ENTERPRISES INC.
FOR THE PURPOSE OF FLAMMABLE AND COMBUSTIBLE LIQUIDS

STORAGE AND/OR HANDLING OF FLAMMABLE AND/OR COMBUSTIBLE LIQUIDS

THIS PERMIT EXPIRES: 09/30/2019

This permit is used and accepted subject to all applicable provisions of the Cincinnati Fire Prevention Code now adopted, or that may hereafter be adopted.
This permit does not take the place of any license required by law and is not transferable. Any change in the use or occupancy of premises shall require a new permit.

FIRE CHIEF

THE PERMIT MUST AT ALL TIMES BE POSTED ON THE PREMISES MENTIONED ABOVE

City of Cincinnati

Department of Safety

Division of Fire

Permit

Permit Number: ***FC20181304***
Fire Company: E38
Fire District: D-3

Premise Address:
ENVIRONMENTAL ENTERPRISES INC.
4650 SPRING GROVE AVENUE

To: ***ENVIRONMENTAL ENTERPRISES INC.***
4650 SPRING GROVE AVENUE
CINCINNATI, OHIO 45232

PURSUANT TO THE PROVISIONS OF THE CINCINNATI FIRE PREVENTION CODE SECTION 105.6.11
THIS PERMIT IS GRANTED TO ENVIRONMENTAL ENTERPRISES INC.
FOR THE PURPOSE OF CUTTING AND WELDING

WELDING AND/OR CUTTING OPERATION

THIS PERMIT EXPIRES: 09/30/2019

This permit is used and accepted subject to all applicable provisions of the Cincinnati Fire Prevention Code now adopted, or that may hereafter be adopted.
This permit does not take the place of any license required by law and is not transferable. Any change in the use or occupancy of premises shall require a new permit.

FIRE CHIEF

THE PERMIT MUST AT ALL TIMES BE POSTED ON THE PREMISES MENTIONED ABOVE

City of **Cincinnati**

Department of Safety

Division of Fire

Permit

Permit Number: ***FC20181305***
Fire Company: E38
Fire District: D-3

Premise Address:
ENVIRONMENTAL ENTERPRISES INC.
4650 SPRING GROVE AVENUE

To: ***ENVIRONMENTAL ENTERPRISES INC.***
4650 SPRING GROVE AVENUE
CINCINNATI, OHIO 45232

PURSUANT TO THE PROVISIONS OF THE CINCINNATI FIRE PREVENTION CODE SECTION 105 6.20
THIS PERMIT IS GRANTED TO ENVIRONMENTAL ENTERPRISES INC.
FOR THE PURPOSE OF HAZARDOUS MATERIALS

STORAGE AND/OR HANDLING OF HAZARDOUS MATERIALS

THIS PERMIT EXPIRES: 09/30/2019

This permit is used and accepted subject to all applicable provisions of the Cincinnati Fire Prevention Code now adopted, or that may hereafter be adopted.
This permit does not take the place of any license required by law and is not transferable. Any change in the use or occupancy of premises shall require a new permit.

FIRE CHIEF

THE PERMIT MUST AT ALL TIMES BE POSTED ON THE PREMISES MENTIONED ABOVE

ENVIRONMENTAL ENTERPRISES INCORPORATED

TREATMENT FACILITY
4650 Spring Grove Avenue
Cincinnati, OH 45232
Phone: (513) 541-1823
Fax: (513) 541-1638
EPA ID#: OHD 083377010

OFFICE/LABORATORY
10163 Cincinnati-Dayton Road
Cincinnati, OH 45241
Phone: (513) 772-2818
Fax: (513) 782-8950
(800) 722-2818

RE: DOT Security Pan

To Whom It May Concern:

This is to inform you that effective September 25, 2003, Environmental Enterprises, Inc. (EEI) developed and implemented a security plan to address the security risks of the hazardous materials shipped and received by EEI. This written plan conforms to Department of Transportation's regulations for security plans listed in 49 CFR 172.800, which require performing an assessment of the possible security risks for hazardous materials transported and received and providing the measures to address the assessed risks.

The components of EEI Security Plan includes EEI security policies and procedures for addressing security risks for the three elements listed in §172.802: personnel security, (assuring that applicants are evaluated for security risks); facility security, (preventing unauthorized access to hazardous materials while on site); and en route security of the hazardous materials transported by EEI.

Environmental Enterprises, Inc. (EEI) is committed to providing a safe work environment. EEI is also committed to providing adequate security measures to ensure the physical safety of employees, customers, and the general public, and to reduce or prevent loss or damage to the equipment or the facility.

EEI's security Plan contains Sensitive Security Information (SSI) that is controlled under 49 CFR parts 15 and 1520 and may not be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, without the written permission of the Administrator of the Transportation Security Administrator, or the Secretary of the Department of Transportation. EEI will not release this plan or share information regarding this plan with any person outside the company, other than, as required by law and regulation, to a duly authorized officer of a law enforcement or regulatory agency, without the express written consent of executive management.

For additional questions regarding the security plan, please contact your EEI sales representative.

Sincerely,

Environmental Enterprises, Inc.

KENTUCKY DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT
CERTIFICATE OF REGISTRATION
FOR HAZARDOUS WASTE MANAGEMENT ACTIVITY

ISSUED TO:

MIDWEST ENVIRONMENTAL TRANSPORT, INC.
ATTN: DALE BOST
10163 CINCINNATI-DAYTON ROAD
CINCINNATI, OHIO 45241

LOCATED AT:

10163 CINCINNATI-DAYTON RD
CINCINNATI, OH 45241

TYPE OF CERTIFICATE: MODIFICATION CHANGE

The Division of Waste Management hereby issues the above-named installation a Certificate of Registration for the hazardous waste activity specified below. This Certificate is issued under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. Conformance with all applicable laws and regulations is the responsibility of the registrant. All rights of inspection by representatives of the Division of Waste Management are reserved.

This Certificate supersedes all previous Certificates of Registration.

EPA ID NUMBER: OH0-000-000-539

AI NUMBER: 131614

STATE: OHIO

ISSUED: 08/26/16

EFFECTIVE: 08/22/16

EXPIRATION: NONE

ACTIVITY: HAZARDOUS, PCB, NON-HAZARDOUS WASTE

April J. Webb, P.E.
Branch Manager
Hazardous Waste Branch

Carla Cornett
Edith Greer
Maria B. Wood
Carla Cornett/Edith Greer/Maria Wood
Environmental Technologists

Questions concerning this Certificate should be directed to Carla Cornett, Edith Greer, or Maria Wood at (502) 564-6716

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2019-2022

Registrant: MIDWEST ENVIRONMENTAL TRANSPORT INC

ATTN: Kimberly Mattan
10163 CINCINNATI DAYTON ROAD
CINCINNATI, OH 45241

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 060419550117BD Effective: July 1, 2019 Expires: June 30, 2022

HM Company ID: 20054

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

Midwest Environmental Transport, Inc.
Permit Information



STATE PERMITS HELD

STATE	PERMIT #	EXPIRATION DATE
ALABAMA	OH0000000539	10/31/2021
ARKANSAS	H-1229	7/28/2021
CALIFORNIA REGISTRATION	3068	6/30/2022
CALIFORNIA LICENSE	139449	2/28/2022
COLORADO*	21HM0289891	6/29/2022
CONNECTICUT*	CT-HW-551	6/30/2025
DELAWARE HAZARDOUS	DE-HW-0323	12/31/2022
DELAWARE SOLID WASTE	DE-SW-0323	6/30/2025
FLORIDA	OH0000000539	11/30/2021
ILLINOIS*	S.W.H. # 2283	3/31/2023
INDIANA	01-SC-00017	PERMANENT
KANSAS	OH0000000539	12/31/2021
KENTUCKY	KYU 90716 HF94773	PERMANENT
MARYLAND*	HWH-492	12/31/2021
MICHIGAN	UPW-0333081-OH	4/1/2022
MICHIGAN LIQUID WASTE	LIW0333081MI	4/1/2022
MISSOURI*	08KI3001000	10/22/2021
NEVADA	UPW-0333081-OH	4/1/2022
NEW YORK*	OH-093	5/31/2022
NORTH DAKOTA	WH-0955	6/30/2026
OKLAHOMA	UPW-0333081-OH	4/1/2022
PENNSYLVANIA HAZ WASTE	PA-AH0368	11/30/2021
PENNSYLVANIA RESIDUAL*	WH3870	12/31/2021
SOUTH CAROLINA	OH0000000539	6/7/2024
TENNESSEE	OH0000000539	1/31/2022
TEXAS HAZARDOUS WASTE	OH0000000539	PERMANENT
TEXAS SOLID WASTE	41296	PERMANENT
VIRGINIA	OH00000005398	PERMANENT
WEST VIRGINIA	UPW-0333081-OH	4/1/2022
WISCONSIN	16057	9/30/2021

*Vehicle Specific


Permit Summary Map Legend
No Permit Needed
Permitted In
Not Permitted In
AK
YUKON TERRITORY
NORTHWEST TERRITORIES
NUNAVUT TERRITORY
BRITISH COLUMBIA
ALBERTA
SASKATCHEWAN
MANITOBA
ONTARIO
QUEBEC
NEWFOUNDLAND & LABRADOR
ME
WA
OR
CA
ID
NV
MT
WY
UT
AZ
CO
NM
ND
SD
NE
KS
OK
TX
MN
IA
MO
AR
LA
WI
IL
MS
MI
IN
KY
TN
AL
OH
WV
GA
FL
SC
NC
VA
PA
NY
MEXICO

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

February 18, 2022

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, OH 45241

Re: Environmental Enterprises Inc
Notice of Violation (NOV)
NOV
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program - DERR

Subject: FCI Notice of Violation

Dear Mr. McCabe:

On February 7, 2022, Environmental Enterprises, Inc. (EEI) located at 4650 Spring Grove Ave, Cincinnati, notified Ohio EPA about a fire at their facility on February 4, 2022. The fire was in a 40-cubic yard roll-off behind the facility. The Cincinnati Fire Department (CFD) was notified around 2:23 am, arrived on-site at 2:30 am and quickly extinguished the fire. Dan McCabe from EEI arrived shortly after the CFD cleared the site at around 3:30 am. Mr. McCabe made sure the site was secured before leaving the site. Due to winter weather conditions, EEI was closed on February 4, 2022, and did not reopen until February 7, 2022. The roll-off contained hazardous waste organic debris destined for incineration and was stored in secondary containment outside behind the facility. It appears the fire was self-ignition.

Findings

Based upon review of this information, Ohio EPA determined EEI was in violation of the following terms and conditions of EEI's permit issued on September 30, 2009, and Ohio's hazardous waste laws and rules:

1. **Duty to Comply, Condition A.5 and OAC Rule 3745-50-58(A):** The Permittee must comply with all applicable provisions of ORC Chapter 3734, all applicable/Ohio hazardous waste rules, and all terms and conditions of this permit, except to the extent and for the duration that the laws of the state of Ohio authorize such noncompliance. Any permit noncompliance, other than noncompliance authorized by the laws of the State of Ohio, constitutes a violation of ORC Chapter 3734 and is grounds for enforcement action, revocation, modification, denial of a permit renewal application or other appropriate action.

   EEI failed to comply with Condition A.5 and OAC Rule 3745-50-58(A) by not complying with all terms and conditions of EEI's permit and by not complying with applicable Sections of EEI's Part B Permit Application. EEI notified Ohio EPA on February 7, 2022, about the fire. **Therefore, this violation has been resolved.**

Southwest District Office • 401 East Fifth Street • Dayton, OH 45402-2911
www.epa.ohio.gov • (937) 285-6357 • (937) 285-6249 (fax)

Mr. Daniel McCabe
February 18, 2022
Page 2

2. **Immediate reporting of Non-Compliance, Condition A.20 and OAC 3745-50-58(L)(6):** The Permittee must report orally to Ohio EPA's Office of Emergency Response within twenty-four (24) hours from the time the Permittee becomes aware of any noncompliance with this permit, ORC Chapter 3734 or the rules adopted thereunder, which may endanger human health or the environment, including (i) information concerning the release of any hazardous waste that may cause an endangerment to public drinking water supplies; and (ii) Any information of a release or discharge of hazardous waste or a fire or explosion from the hazardous waste facility, which could threaten the environment or human health outside the facility.

   On February 4, 2022, during a winter storm EEI became aware of a roll-off fire behind their facility around 2:30 am. EEI failed to comply with Permit condition A.20 and OAC Rule 3745-50-58(L)(6) when they did not notify Ohio EPA within 24 hours of becoming aware of the fire. EEI notified Ohio EPA on February 7, 2022, about the fire. **Therefore, this violation has been resolved.**

Ohio EPA respectfully thanks you for your effort to resolve the violations. Please note that this does not preclude the Director from seeking administrative or civil penalties pursuant to Ohio Revised Code section 3734. for the violations noted in this notice of violation. The decision on whether to pursue or decline to pursue such penalties regarding these violations is dependent on several factors, one of which is the company's future compliance with Ohio EPA regulatory requirements.

Please be advised that this NOV/ROV is only associated with those areas of the operations that were reviewed and does not constitute a waiver of potential violations not discovered.

A copy of the inspection report including completed checklists will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: https://epa.ohio.gov/wps/portal/gov/epa/divisions-and-offices/environmental-response-revitalization/guides-and-manuals.

Should you have any questions, please contact me at (937) 285-6070 or Jeff.Smith@epa.ohio.gov.

Sincerely,

Jeff Smith

Jeff Smith, Southwest District Office
Hazardous Waste Program
Division of Environmental Response and Revitalization

JS/rlw

ec: George Strobel, Southwest District Office, HW-DERR
Zak Kabelen, Central Office, HW-DERR
EPA.RCRAInfoData@epa.ohio.gov

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

August 24, 2021

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, OH 45241

Re: Environmental Enterprises Inc
Inspection
Letter of Compliance
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program - DERR

Subject: CEI Letter of Compliance

Dear Mr. McCabe:

Thank you for accompanying me during Ohio EPA's August 12, 2021, Compliance Evaluation Inspection (CEI) of Environmental Enterprises, Inc. (EEI) located at 4650 Spring Grove Ave, Cincinnati, Ohio. The goal of this inspection was to determine EEI's compliance with Ohio's hazardous waste laws as found in Chapter 3734. of the Ohio Revised Code (ORC) and the rules adopted pursuant to ORC § 3734.12 found in Chapter 3745 of the Ohio Administrative Code (OAC) and the terms and conditions of EEI's permit issued on September 30, 2009. The inspection included a review of EEI's operations and written documentation that were requested by Ohio EPA associated with facility operations. EEI submitted the requested documentation to Ohio EPA on August 13, and August 19, 2021.

Ohio EPA found no violations of Ohio's hazardous waste laws, rules and EEI's permit terms and conditions during this inspection.

Please be advised that this notice of compliance is only associated with those areas of the operations that were inspected or the documentation reviewed and does not constitute a waiver of potential violations not discovered.

A copy of the inspection report including completed checklists will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: https://epa.ohio.gov/derr/compliance.

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Mr. Daniel McCabe
August 24, 2021
Page 2

Should you have any questions, please contact me at (937) 285-6070 or Jeff.Smith@epa.ohio.gov.
Sincerely,

Jeff Smith

Jeff Smith, Southwest District Office
Hazardous Waste Program
Division of Environmental Response and Revitalization

JS/rlw

ec: George Strobel, Southwest District Office, HW-DERR
Tammy McConnell, CO, HW-DERR
EPA.RCRAInfoData@epa.ohio.gov

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

March 20, 2020

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

Re: Environmental Enterprises Inc
Inspection
Letter of Compliance
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program - DERR

Subject: CEI Letter of Compliance

Dear Mr. McCabe:

Thank you for accompanying Pam Hull and me during Ohio EPA's March 3, 2020, Compliance Evaluation Inspection (CEI) of Environmental Enterprises, Inc. (EEI) located at 4650 Spring Grove Ave, Cincinnati, Ohio. The goal of this inspection was to determine EEI's compliance with Ohio's hazardous waste laws as found in Chapter 3734. of the Ohio Revised Code (ORC) and the rules adopted pursuant to ORC § 3734.12 found in Chapter 3745 of the Ohio Administrative Code (OAC) and the terms and conditions of EEI's permit issued on September 30, 2009. The inspection included a review of EEI's operations and written documentation associated with facility operations.

Ohio EPA found no violations of Ohio's hazardous waste laws and rules and EEI's permit terms and conditions during this inspection.

Please be advised that this notice of compliance is only associated with those areas of the operations that were inspected or the documentation reviewed and does not constitute a waiver of potential violations not discovered.

A copy of the inspection report including completed checklists will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: https://epa.ohio.gov/derr/compliance.

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Environmental Enterprises Inc
OHD083377010 - Inspection
March 20, 2020
Page 2 of 2

Should you have any questions, please contact me at (937) 285-6070 or Jeff.Smith@epa.ohio.gov.

Sincerely,

UNSIGNED LETTER, WORKING REMOTELY – SIGNED COPY TO BE MAILED AFTER RETURN TO OFFICE

Jeff Smith, Southwest District Office
Hazardous Waste Program
Division of Environmental Response and Revitalization

ec: George Strobel, Southwest District Office, HW-DERR
Tammy McConnell, CO, HW-DERR
EPA.RCRAInfoData@epa.ohio.gov

JS/bp

Ohio Environmental Protection Agency

Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

May 16, 2019

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

Re: Environmental Enterprises Inc
Inspection
Letter of Compliance
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program - DERR

Subject: CEI Letter of Compliance

Dear Mr. McCabe:

Thank you for accompanying Pam Hull and me during Ohio EPA's April 30, 2019, Compliance Evaluation Inspection (CEI) of Environmental Enterprises, Inc. (EEI) located at 4650 Spring Grove Avenue, Cincinnati, Ohio. The goal of this inspection was to determine EEI's compliance with Ohio's hazardous waste laws as found in Chapter 3734. of the Ohio Revised Code (ORC) and the rules adopted pursuant to ORC § 3734.12 found in Chapter 3745 of the Ohio Administrative Code (OAC) and the terms and conditions of EEI's permit issued on September 30, 2009. The inspection included a review of EEI's operations and written documentation associated with facility operations.

The Ohio Environmental Protection Agency (Ohio EPA) found no violations of Ohio's hazardous waste laws and rules and EEI's permit terms and conditions during this inspection.

Please be advised that this notice of compliance is only associated with those areas of the operations that were inspected or the documentation reviewed and does not constitute a waiver of potential violations not discovered.

A copy of the inspection report including completed checklists will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: https://epa.ohio.gov/derr/compliance.

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Environmental Enterprises Inc
OHD083377010
May 16, 2019
Page 2 of 2

Should you have any questions, please contact me at (937) 285-6070 or Jeff.Smith@epa.ohio.gov.

Sincerely,

Jeff Smith, Southwest District Office
Hazardous Waste Program
Division of Environmental Response and Revitalization

ec: George Strobel, Southwest District Office, HW-DERR
Tammy McConnell, CO, HW-DERR
EPA.RCRAInfoData@epa.ohio.gov

JS/tmp

Ohio Environmental Protection Agency
John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

RECEIVED OCT 0 9 2018

CERTIFIED MAIL
7005 2570 0001 6228 5514

October 4, 2018

Mr. Daniel McCabe
Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, Ohio 45241

Re: Environmental Enterprises Inc.
Notice of Violation (NOV)
NOV
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program – DERR

Subject: CEI Notice of Violation

Dear Mr. McCabe:

Thank you for accompanying Pam Hull and me during Ohio EPA's September 13, 2018, Compliance Evaluation Inspection (CEI) of Environmental Enterprises, Inc. (EEI) at 4650 Spring Grove Avenue, Cincinnati, Ohio. The goal of our inspection was to determine EEI's compliance with Ohio's hazardous waste laws as found in Chapter 3734. of the Ohio Revised Code (ORC), and the rules adopted pursuant to ORC §3734.12 found in Chapter 3745 of the Ohio Administrative Code (OAC), and the terms and conditions of EEI's permit issued on September 30, 2009. Our inspection included a review of EEI's operations and written documentation associated with facility operations.

Findings

Ohio EPA observed the following violation of Ohio's hazardous waste laws and regulations and EEI's permit terms and conditions.

1. **Permit Condition B.12 and OAC Rule 3745-54-35 Required Aisle Space:** At a minimum, the Permittee must maintain aisle space to allow the unobstructed movement of personnel, fire protection equipment, spill control equipment, and decontamination equipment to any area of facility operation in an emergency.

   During the inspection, a row of ten totes stacked two high were stored next to a designated row of containers in Area 17. The row of totes would not allow the unobstructed movement of personnel between the rows.

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During the inspection EEI relocated the totes. **Therefore, this violation has been resolved.**

Conclusion

Ohio EPA respectfully thanks you for your effort to resolve the violations. Please note that this does not preclude the director from seeking administrative or civil penalties pursuant to Ohio Revised Code section 3734. for the violation noted during the September 13, 2018 inspection. The decision on whether to pursue or decline to pursue such penalties regarding the violation is dependent on several factors, one of which is the company's future compliance with Ohio EPA regulatory requirements.

Please be advised that this Notice of Violation/Resolution of Violation (NOV/ROV) is only associated with those areas of the operations that were inspected or documentation reviewed and does not constitute a waiver of potential violations not discovered.

A copy of the inspection report including completed checklists will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: http://epa.ohio.gov/derr/hazwaste.aspx.

Should you have any questions, please contact me at (937) 285-6070, or Jeffrey.Smith@epa.ohio.gov.

Sincerely,

Jeff Smith, Southwest District Office,
Hazardous Waste Program
Division of Environmental Response and Revitalization

ec: George Strobel, Southwest District Office, HW-DERR
Tammy McConnell, CO, HW-DERR
EPA.RCRAInfoData@epa.ohio.gov

JS/tsf

Ohio Environmental Protection Agency

John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

May 24, 2018

Mr. Daniel McCabe
Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

Re: Environmental Enterprises Inc.
Inspection
Letter of Compliance
RCRA C - Hazardous Waste
Hamilton County
OHD083377010

Hazardous Waste Program – DERR

Subject: CEI Letter of Compliance

Dear Mr. McCabe:

Thank you for accompanying Pam Hull, George Strobel and me during Ohio EPA's May 2, 2018, Compliance Evaluation Inspection (CEI) of Environmental Enterprises, Inc. (EEI) at 4650 Spring Grove Ave, Cincinnati, Ohio. The goal of the inspection was to determine EEI's compliance with Ohio's hazardous waste laws as found in Chapter 3734. of the Ohio Revised Code (ORC) and the rules adopted pursuant to ORC §3734.12 found in Chapter 3745 of the Ohio Administrative Code (OAC), and the terms and conditions of EEI's permit issued on September 30, 2009. Ohio EPA's inspection included a review of EEI's operations and written documentation associated with facility operations.

Ohio EPA found no violations of Ohio's hazardous waste laws and regulations and EEI's permit terms and conditions during this inspection.

Please be advised that this notice of compliance is only associated with those areas of the operations that were inspected or documentation reviewed and does not constitute a waiver of potential violations not discovered.

A copy of the inspection report including checklists that we completed as a result of the inspection will be sent with a separate letter. You can find Ohio's hazardous waste rules and other information on the division's web page at: http://epa.ohio.gov/derr/hazwaste.aspx.

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Mr. Daniel McCabe
Environmental Enterprises Inc.
May 24, 2018
Page 2 of 2

Should you have any questions, please contact me at (937) 285-6070 or Jeffrey.Smith@epa.ohio.gov.

Sincerely,

Jeff Smith, Southwest District Office
Hazardous Waste Program
Division of Environmental Response and Revitalization

ec: George Strobel, Southwest District Office, HW-DERR
Tammy McConnell, CO, HW-DERR
EPA.RCRAInfoData@epa.ohio.gov

JS/tsf

Healthy MONROE COUNTY HEALTH DEPARTMENT

Kim Comerzan, MSN, RN, CNS *Health Officer/Director*
Carl J. Schmidt, MD, MPH *Chief Medical Examiner/ Medical Director*

May 7, 2019

Environmental Enterprises Inc.
4650 Spring Grove Ave
Cincinnati, OH 45232

To whom it may concern:

It is my pleasure to write this letter of enthusiastic recommendation for Environmental Enterprises, Inc. (EEI). The County of Monroe has worked with EEI for many years, and given the top tier level of service we continually receive, we hope to continue this wonderful working relationship for the foreseeable future.

We continue to work with EEI not just because of the level of expertise, responsiveness, and professionalism they bring to every job, but because of how they go above and beyond to be personable, upbeat, and quite simply, a joy to work with. Not only with my staff, but the public as well. After our large community collection events, we invariably receive feedback from the public on how positive, efficient, or effortless the whole experience was for them. This is the kind of feedback you really want to hear after such an event and is a testament to how EEI operates.

Again, I am happy to highly recommend the services of Environmental Enterprises, Inc. If you have any questions, please feel free to contact me.

Sincerely,

Dan Rock, Director
Recycling and Green Community Program
Monroe County Health Dept.

2353 S. Custer Road Monroe, Michigan 48161-9769 · (734) 240-7800 · *Toll Free* (888)354-5500 · *Fax* (734) 240-7816 · *www.co.monroe.mi.us/publichealth*

Ottawa · Sandusky
Seneca County

JOINT
SOLID WASTE
MANAGEMENT
DISTRICT

TIM WASSERMAN
Director
tw@recycleoss.org

AMY DRUMMER
Assistant Director
ad@recycleoss.org

JIM DARR
Recycling Specialist
jdarr@recycleoss.org

JAMIE COLEMAN
Community Outreach Specialist
jcoleman@recycleoss.org

BOARD OF DIRECTORS
The County Commissioners of Ottawa, Sandusky & Seneca Counties

1875 E. STATE STREET
FREMONT, OH 43420
PH: 419.334.7222
1.888.850.7224
FAX: 419.334.8626
Website: www.recycleoss.org

Printed on Recycled Paper

July 18, 2018

Letter of Recommendation

To Whom It May Concern:

The Ottawa Sandusky Seneca Joint Solid Waste Management District has been working with Environmental Enterprises, Inc. since 2008. Over these 10+ years, they have serviced more than 60 collections. We are a multi-county district and, therefore, run simultaneous three-hour Saturday collections in each of our three counties. The logistical challenges have been handled very well by EEI.

Pre-event site inspection and preparation is thorough and communication with Mr. DePeel and the entire staff is smooth and uncomplicated. Material pricing is straightforward and has remained fair and consistent throughout the relationship.

If you are considering the services of EEI, please do not hesitate to contact me. I will gladly elaborate on the positive experience.

Sincerely,

Jim Darr
Recycling Specialist

Pennsylvania Resources Council
Working to protect the environment since 1939

July 19, 2018

Environmental Enterprises, Inc.
Attn: Mr. Brian DePeel, Director
Lab Pack Services Division
10163 Cincinnati-Dayton Road
Cincinnati, OH 45241

RE: Letter of Recommendation

To Whom It May Concern:

I'm writing this letter of recommendation on behalf of the PA Resources Council, Pennsylvania's oldest grassroots environmental organization. Our organization has been offering residents of western PA the means to safely, economically, and responsibly dispose of household chemicals (also known as household hazardous waste – HHW) since 2003.

PRC has been utilizing the services and expertise of Environmental Enterprises, Inc. (EEI) from 2006 till present. During this time EEI has acted as our sole contractor at seventy-five collections throughout western PA. Our collections typically attract anywhere from 350 to 1,300 participants (one-day events) demonstrating the range and versatility of the company. EEI event staff is knowledgeable, efficient, cooperative, and works in safe manner.

PRC has come to trust EEI management and its business model. They have always delivered first-class service at a fair price. In addition, if a problem does arise EEI will gladly discuss and address the issue in a timely and professional manner.

Feel free to visit our website www.prc.org for our program information. Also feel free to contact me directly at (412) 488-7490 x213 or michaels@prc.org with any questions or if you require additional information.

Sincerely,

Michael Stepaniak

Michael Stepaniak
PA Resources Council
Environmental Programs Coordinator

VANDERBURGH COUNTY
Solid Waste Management District
Room 327, Civic Center Complex
One N. W. Martin Luther King Jr. Boulevard
Evansville, IN 47708
(812) 436-7800
(812) 436-7801 fax
www.evansville.in.gov/recycle

Joseph D. Ballard
EXECUTIVE DIRECTOR

BOARD OF DIRECTORS
Joe Kiefer, Chair
Mayor Lloyd Winnecke
Marsha Abell
Stephen Melcher
Angela Koehler Lindsey
Conor O'Daniel
Bob Stobbs

Environmental Enterprises, Incorporated (EEI) has been the household hazardous waste collection contractor in Vanderburgh County, Indiana for 17 out of the last 18 years. During that time, EEI has conducted our collection program efficiently, effectively, with great service and at a reasonable price.

There were times that we had over 2000 vehicles in 6 hours and rarely did we have a backlog of cars. EEI merely added another lane for collection and unloaded the additional cars with ease. They are efficient in their setup for the program, in their conduct of the day's program, and in their cleanup of the materials and of the site. We have a very busy tox-away day and EEI handles it very well.

For these reasons I would not contract with another company to do our tox-away day or household hazardous waste collection day. EEI has handled our program professionally and has been a pleasure to work with.

Sincerely,

Joseph D. Ballard, Executive Director
Vanderburgh County Solid Waste District

Daniel J. McCabe, P.E.
President, CEO

HHW CONTRACT SKILLS AND EXPERIENCE

- Over 46 years' experience in the environmental industry.
- > 150 Collection Events
- 36 years' experience performing technical evaluations of industrial wastewater problems.
- 33 years' experience in design of physical, chemical and biological treatment plants.
- 30 years as a consultant for on-site remediation activities, hazardous waste disposal, industrial waste treatment techniques and permitting issues.
- 33 years of experience in developing SPCC programs for local manufacturing firms.

Education / Training:

Masters of Science in Civil and Environmental Engineering; University of Cincinnati, Cincinnati, Ohio, 1972
Bachelor of Science in Chemistry; University of Cincinnati, Cincinnati, Ohio 1971
Graduate Studies in Business Administration; Wright State University
Management Seminars; Dale Carnegie, 1988

- OSHA 40-Hour HAZWOPER Training
- OSHA 8-hour HAZWOPER Refresher Training
- Registered Professional Engineer in the States of Ohio, Indiana and Kentucky
- Wastewater Treatment Plant Class III Operator's License in the States of Ohio, Indiana and Kentucky

Summary:

Mr. McCabe is President and founder of Environmental Enterprises, Inc. (EEI). As a registered professional engineer, Mr. McCabe has been instrumental in the development of innovative and effective technologies for the treatment and disposal of hazardous and non-hazardous materials.

Since its inception in 1976, Mr. McCabe has developed EEI into the fourth largest consulting firm in the Tri-state area. In addition, he has developed effective remediation and response techniques that have allowed EEI to be involved with numerous emergency response contracts and industrial response activities.

Employment History:

1976-Present
Founder, President and CEO, *Environmental Enterprises, Inc.,* Cincinnati, OH.

1972-1976
Systech, *Consulting Engineering Group*, Dayton, OH.

1969-1972
USEPA

Brian J. DePeel
Program Manager

HHW CONTRACT SKILLS AND EXPERIENCE

- > 150 Collection Events
- 25 years' experience in segregation, transportation, packaging and manifesting hazardous waste.
- Project Management
- Customer Relations
- Business Development

Education / Training:

B.A., Music Education and Music Performance; University of Michigan, 1979

- OSHA 40-Hour HAZWOPER Training
- OSHA 8-hour HAZWOPER Refresher Training
- DOT Hazardous Material Handling & Shipping
- Blood Borne Pathogens
- Contingency Plan
- Fall Protection – 29CFR 1926, Subpart M
- Hearing Conservation
- Confined Space Entry Overview
- Medical Surveillance Program
- Lead Standard Training
- Hazardous Communications Standard
- Respiratory Protection
- Personal Protective Equipment
- Powered Industrial Trucks
- Control of Hazardous Energy for Affected Employees
- Respiratory Fit Testing

Summary:

Joined Environmental Enterprises, Inc. (EEI) in April of 1989. Was the first original outside employee hired for a newly created, division in 1989. Placed on the road as a field technician performing Lab Packs and various universities, colleges and hospitals. After short stops as Project Coordinator and Assistant Director, Mr. DePeel was promoted to his current position as Director of the Lab Pack Services Division in August of 1998.

Employment History:

August 1998-Present
Director, Lab Pack Services Division, *Environmental Enterprises, Inc*., Cincinnati, OH
As Division Manager, is ultimately responsible for the coordination and implementation for all Lab Pack operations for off-site packaging of materials throughout the United States. In addition, responsibilities include project management and oversight, sales, customer service and business development.

May 1995-August 1998
Assistant Director, Lab Pack Services Division, *Environmental Enterprises, Inc.,* Cincinnati, OH

April 1989-May 1995
Project Coordinator, Lab Pack Services Division, *Environmental Enterprises, Inc.,* Cincinnati, OH

Gary Davis
Health & Safety Manager

HHW CONTRACT SKILLS AND EXPERIENCE

- 35 years' experience in segregation, transportation, packaging and manifesting hazardous waste
- Project Management
- Customer Relations
- Business Development
- >100 Collection Events

Education / Training:

B.S. Chemistry; University of Cincinnati, Cincinnati, OH
- OSHA 40-Hour HAZWOPER Training
- OSHA 8-hour HAZWOPER Refresher Training
- DOT Hazardous Material Handling & Shipping
- Blood Borne Pathogens
- Fall Protection – 29CFR 1926, Subpart M
- Hearing Conservation
- Confined Space Entry Overview
- Medical Surveillance Program
- Lead Standard Training
- Hazardous Communications Standard
- Respiratory Protection
- Personal Protective Equipment
- Powered Industrial Trucks
- Control of Hazardous Energy for Affected Employees
- Respirator Fit Testing

Summary:

Joined Environmental Enterprises, Inc. (EEI) in 1980 as an Operations Manager and advanced to Senior Executive Vice-President in 1983. His experiences encompass Business Administration, Waste Management and Regulatory Compliance. Throughout his career, he has developed extensive knowledge of industry practices and procedures along with regulatory requirements.

Employment History:

2013 - Present
Health & Safety Manager, *Environmental Enterprises, Inc.,* Cincinnati, OH

2005 - 2013
Plant Operations Manager, *Environmental Enterprises, Inc.,* Cincinnati, OH

2001 - 2005
Operations Manager, *Care Environmental,* Valdosta, GA

1983 - 2001
Senior Executive Vice-President, *Environmental Enterprises, Inc.,* Cincinnati, OH

1980 - 1983
Operations Manager, *Environmental Enterprises, Inc.,* Cincinnati, OH

Warren G. Taylor
Director of Quality Assurance

HHW CONTRACT SKILLS AND EXPERIENCE

- Worked >30 HHW collection events in Ohio and Indiana.
- >23 years supervisory and management experience with Hazardous Waste Disposal that process HHW waste
- 2 years' experience in hazardous materials as a field chemist in emergency response.
- 17 years' experience in training, DOT, Hazardous Materials Transportation

Education / Training:
Master of Environmental Science Miami University, Oxford, Ohio August 1979
B.A. Biology, Capital University, Columbus, OH May 1976

- OSHA 40-Hour HAZWOPER Training
- OSHA 8-hour HAZWOPER Refresher Training
- OSHA 8-hour HAZWOPER Supervisor Training
- RCRA Compliance (40 CFR 264.16)
- Hazardous Materials Transportation Training
- Certified in First Aid and CPR

Summary:

A manager for over 22 years with 29 years of experience in the hazardous waste industry. Responsibilities/Skills/Experience include:

- Manager and supervisor of Quality Assurance Departments at Hazardous Waste Facilities.
- Responsible for approval and acceptance of inbound waste shipments to hazardous waste facility
- Responsible for approving facilities for outbound waste shipments from hazardous waste facility
- Supervised Quality Assurance lab at hazardous waste facility
- Wrote Sections of Hazardous Waste Facility Part B Permit Application
- Developed and presented training classes in Hazardous Materials Transportation, and Hazardous Waste Procedures.
- Field Chemist including field identification and hazard categorization analysis of unknown materials at cleanups of waste sites
- Lab packing and labeling for transportation of hazardous waste at university and hospital labs and industrial sites
- Supervised unpacking and processing lab packs at hazardous waste treatment facility
- Prepared Reports for TSD including Annual Hazardous Waste Report, Toxic Release Inventory (TRI) submitted to EPA and monthly monitoring reports of discharge to local POTW.

Employment History:

February 1986 - Present
Director of Quality Assurance, *Environmental Enterprises, Inc.* Cincinnati, OH.
Manage and supervise Q.A. department and lab personnel. Also responsible for approval and acceptance of inbound waste shipments and approving outbound waste facilities. Conduct safety meetings at HHW projects.

November 1983 - January 1986
Quality Control Supervisor, *CECOS International*, Williamsburg, OH.

January 1982 – October 1983
Quality Control Chemist, *Browning Ferris Industries,* Kansas City, MO.

December 1979 – October 1981
Field Chemist, *Wadworth Testing Laboratory,* Canton, OH

Michael D. Yeary
Chemist

HHW CONTRACT SKILLS AND EXPERIENCE

- Lab Technician in Hazardous Waste Storage and Treatment Facility
- Categorization and profiling of waste to determine proper treatment and disposal methods
- Lab analysis for various contaminants received in the facility
- >150 Collection Events
- Fluent in all Inorganic Wet Chemistry Analysis
- Fluent in Sample Preparation Procedures
- Knowledgeable in Waste Characterization, Analysis, and Profiling Procedures

Education / Training:

Course work towards Associate Degree of Applied Science in Industrial Laboratory Technology; University of Cincinnati

- Chemical Hygiene and Laboratory Standard Training
- OEPA – Chemical Analysis of Drinking Water

Summary:

Over 34 years of experience in laboratory procedures including sample collection and analysis for wastewater, drinking water, soil and air (including industrial hygiene). Is fluent in all wet chemistry methods including the analysis of BOD, COD, cyanide, hexavalent chromium, ammonia, oil & grease, residues, MBAS, pH, and phosphorus. Responsibilities/Duties/Experience include:

- Development of EEI's internal lab procedures
- Development of EEI's QA/QC policies for wet lab
- Served as technician in the Metals Laboratory
- Knowledge in operation and interpretation of samples analyzed using atomic absorption
- Knowledge of Inductively Coupled Plasma (ICP) spectrophotometry techniques.
- Technical Writing including Standard Operating Procedures
- Laboratory Trainer – Wet Chemistry Analysis

Employment History:

December 1988-Present
Department Manager – Wet Chemistry Lab, *Environmental Enterprises, Inc.,* Cincinnati, OH
As Department Manager, is responsible for the oversight, training, scheduling and coordination of all personnel involved in wet chemistry analysis. Also responsible for QA/QC, sample preparation and sample analysis for this department. Responsible for maintenance and calibration of all lab instrumentation and assists in training and evaluation of personnel during operation of the equipment.

Brad Boyer
CHMM, Field Service Manager/CDL Driver

CONTRACT SKILLS AND EXPERIENCE

- 27 years' experience in segregation, transportation, packaging and manifesting hazardous waste.
- Project Management
- Remedial Activities
- Emergency Response Management
- Household Hazardous Waste Management
- Lab Pack Projects
- Sampling Techniques

Education / Training:

B.S. Hazardous Materials Management; University of Findlay, 1991

- OSHA 40-Hour HAZWOPER Training
- OSHA 8-hour HAZWOPER Refresher Training
- Radiation Safety Training
- DOT Regulatory Update HM-215-E Training
- DOT Security HM-232 Training
- Respiratory Fit Testing Training
- Formaldehyde Training
- Sulfide Monitor Training
- 1 of 4 Emergency Response Coordinators

Summary:
Mr. Boyer joined Environmental Enterprises, Inc. (EEI) in September 1992 and has more than 24 years' experience in the environmental industry. As Field Services Manager at EEI, Mr. Boyer oversees the daily design and implementation of EEI's remediation and emergency response techniques.

As Field Services Manager and Contract Manager for the Lab Pack Division, Mr. Boyer's project experience includes vessel cleanout, emergency spill response, Household Hazardous Waste events, lab packing, drum sampling, over-packing, and transportation of hazardous waste. His responsibilities for these projects also include project scheduling, staffing, budget oversight, developing safety procedures, selecting personal protective equipment, and ensuring the safety of site personnel and the public.

Mr. Boyer has extensive hands-on corrective action experience. This included the ability to assess a release of hazardous materials and develop efficient, cost-effective, environmentally sound remedial actions. He has expertise in developing methods in the field to minimize the impact of an environmental release. This includes the ability to mobilize personnel and equipment, while coordinating transportation and disposal efforts in a timely manner. He has extensive experience in the use of Level B and C personal protective equipment.

As a former Approval Chemist for EEI's TSDF, Mr. Boyer has extensive experience in profiling and eviewing waste streams, RCRA regulations, and DOT requirements.

Experience:

2006 - Present
Manager and Emergency Response Coordinator, *Environmental Enterprises, Field Service Division,* Cincinnati, OH

2004 - 2006
Manager of Oil Water Treatment Facility, *United Waste Water,* Cincinnati, OH

1996 - 2004
Contract Manager, CHMM, *Environmental Enterprises, Lab Pack Services Division,* Cincinnati, OH

1994 - 1996
Approval Chemist, *Environmental Enterprises, Plant Facility Division,* Cincinnati, OH

1992 - 1994
Sample Technologist II, *OHM Corporation,* Cincinnati, OH

Sheri Ruberg
Administrative Support

HHW CONTRACT SKILLS AND EXPERIENCE

- >130 Collection Events
- Segregation of Household Hazardous Waste
- Labeling and Manifesting HHW Waste
- Project Management

Education / Training:

Stenography; Colerain High School, Cincinnati, OH 1984

- Completed all classroom instruction required by EEI's training program
- Supervisory Level Drug Awareness Training
- 24-Hour OSHA Training
- Hazards Awareness Training
- HM232 Standards related to Homeland Security Program Training

Summary:

With of 38 years' experience with administrative duties including invoicing, bid and quote preparations, budget management, traffic coordinator, and 19 years' experience on Household Hazardous Waste Collections which include Segregation, Labeling & Manifesting.

Employment History:

August 2003-Present
Administrative Assistant, *Environmental Enterprises, Inc.,* Cincinnati, OH
Administrative duties include assisting Director and 5 key personnel, preparing bids and quotes, invoicing, switchboard operator, inventory control.

October 2002-August 2003
Server, *Skyline Chili,* Cincinnati, OH

January 1984-February 2002
Secretary/Traffic Coordinator/Sales/AP&AR, *Magnagraphics, Inc.,* Cincinnati, OH

Fall 2022

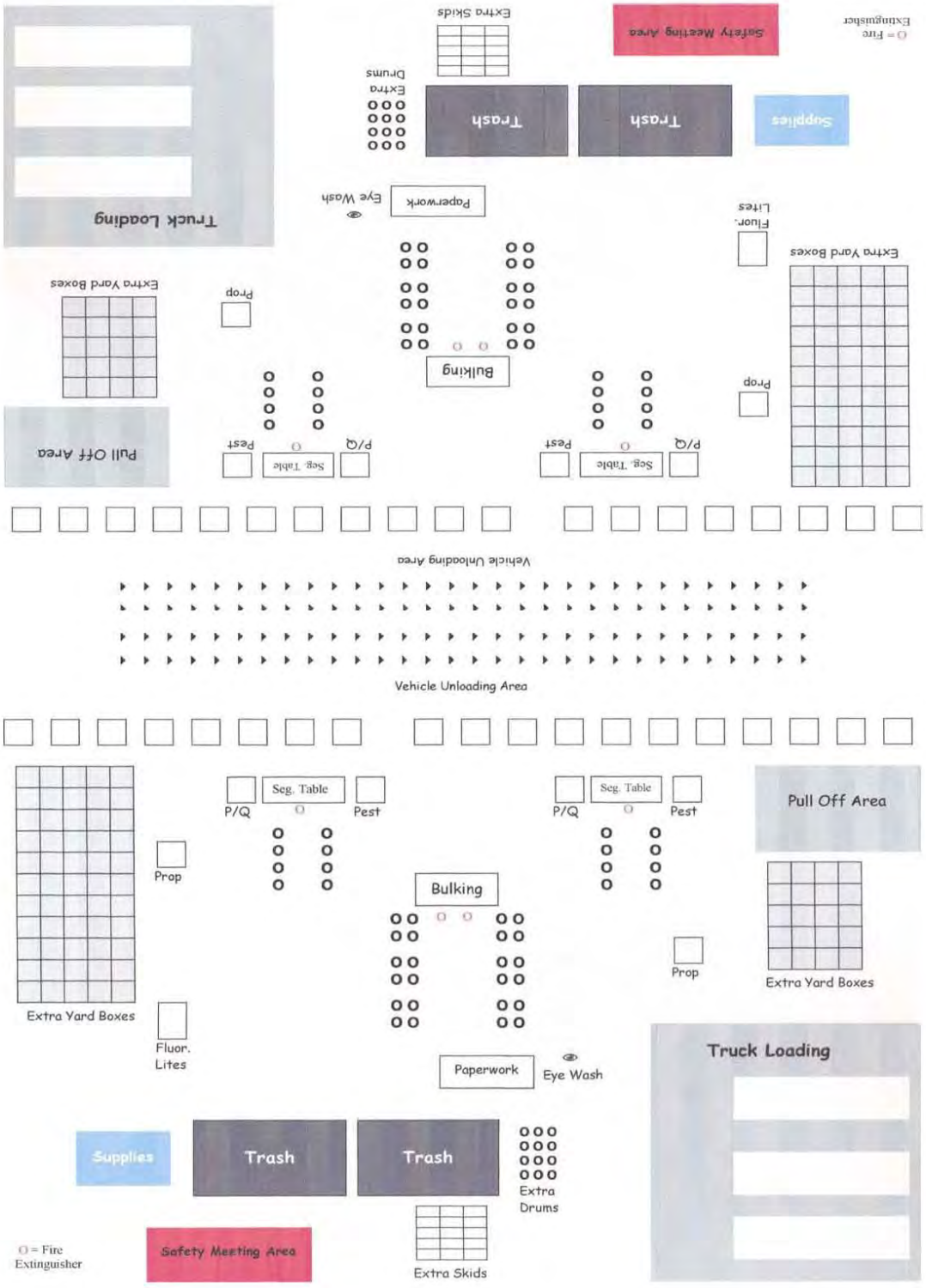
Household Hazardous Waste Collection Proposal

Part II: Site Set-up

The event will take place at the LFUCG old landfill pad, located at 1631 Old Frankfort Pike, Lexington, KY. Cars will enter the site through Jimmie Campbell Drive and exit on Old Frankfort Pike. (Aerial photo of site is attached).

Please provide examples of set-up diagrams for events conducted by your company, especially those with a high volume of traffic that include four lanes. Diagrams should include the following areas: Vehicle Unloading, Material Identification and Separation, Material Bulking, Non-Regulated Waste Disposal, and Truck Loading. Please include plans for handling overflow of traffic and materials, including plans to add more lanes for unloading and plans to bring in materials from outside to accommodate excess wastes. Please attach a description of spill and fire prevention plans, an emergency response plan, and a detailed outline of any volunteer training program provided by the vendor. The protocols for testing for unknown substances and packaging/transporting lithium batteries should also be attached.

Please note that the site of the event is a landfill cap with an asphalt pad cover. Tents cannot be staked and grounding rods cannot be used on the asphalt. Grounding rods can be driven off the pad. The pad and surrounding area will need to be maintained to be in the same condition that existed prior to the event.


Truck Loading
Pull Off Area
Extra Yard Boxes
Prop
Seg. Table
P/Q
Pest
Bulking
Fluor. Lites
Paperwork
Eye Wash
Supplies
Trash
Trash
Extra Drums
Extra Skids
Safety Meeting Area
O = Fire Extinguisher
Vehicle Unloading Area



Material Overflow

Resident vehicles which are overfilled or have materials that require special handling requirements are redirected from the traffic line to a specified pull-off area on the project site to be unloaded. This allows for a continuous flow of vehicles in line, while being able to service the needs of the individual residents that require longer and more definitive unloading time.

Traffic Overflow

EEI is ready to accept resident's vehicles 1 hour prior to the advertised start times of the collections. This eliminates starting the collection with a back-up. EEI will start with two lanes for the residents and expand to 4 as the situation dictates. Personnel are selected and given job assignments prior to the start of the collections so should or when this situation develops, an easy transition is enacted on for opening the final 2 preset lanes.

Additional Materials

In the unlikely event that a shortage of materials would be on-site during the collection, EEI has as a contingency, a trailer pre-loaded and maintained with Yard Boxes and drums. An early assessment of the situation is made by EEI's Site Coordinator and the trailer is immediately dispatched from the plant. EEI's facility is within an hour and 25 minutes of the site. The assessment is made early so that there would be no interruption of service or packaging during the event.

ON-SITE COST TRACKING METHOD

EEI's site/project manager will obtain hourly counts of full containers, and using a spreadsheet, will keep a running total of costs incurred by the district based on quoted rates and the number and types of wastes collected. This information will be provided to the county project manager for their review.

A tally sheet is used to prepare the manifest and provides a running total of the types of wastes collected, as they are loaded onto transport vehicles. This tally sheet will be used to obtain the data and costs described above. A copy of this sheet is enclosed for reference.

Generator Manifest # Trailer #

Quantity	Size	Physical State	B/LP	Profile #	Name of Material	Total Weight
		CY	LP	HHPROP	Propane 2.1	
		CY	LP	HHFX	Fire Extinguishers 2.2	
		CY	LP	HHHELIUM	Helium 2.2	
			LP	HHALUM	Paint, Aluminum	
	55	DM	B	HHBFL	Flam Liq (gas, kerosene) 3	
	55	DM	LP	HHFLLP	Flam Liq (paint, paint thinner) 3	
	55	DM	LP	HHPLIQ	Pest Liq (malathion, chlordene) 3	
	5	DF	LP	HHFSLP	Flam Solid (magnesium) 4.1	
	55	DM	LP	HHOXLPL	Oxdizing Liquid, 5.1	
	55	DM	LP	HHOXLPS	Oxidizing Solids, 5.1	
	5	DF	LP	HHOPER	Org Per. Type D (peroxide) 5.2	
	5	DF	LP	HHTICN	Trichloroisocyanuric Acid	
	5	DF	LP	HHLITR	NA1057, Lighters, 3, PGII ERG#115	
	5	DF	LP	HHNICD	Tox Sol Inor (NICD batteries) 6.1	
	Yard Box	CF	LP	HHPSOL	Pest Sol. (Sevin)	
	5	DF	LP	HHTXLP	Tox Sol Inor (lead, chrome) 6.1	
	55	DM	LP	HHACLP	Cor Liq Acid (sulfuric acid) 8	
	55	DM	LP	HHALLP	Cor Liq Basic (sodium hydroxide) 8	
	5	DF	LP	HHMERC	Mercury, 8	
	Yard Box	CF	B	HHPbac	Batteries filled with acid, 8	
	55	DM	B	HHASB	Asbestos, 9	
	55	DM	B	HHBALL	PCB Solid, 9	
	5	DF	LP	HHLIBT	Lithium Batteries	
	5	DF	LP	HHSMOK	Non-reg (smoke detectors)	
	55	DM	B	HHANTI	Non-reg (antifreeze)	
	20	DF	LP	HHBATT	Non-reg (household batteries)	
	55	DM	LP	HHCLNR	Non-reg (household cleaners)	
	Yard Box	CF	B	HHFERT	Non-reg (fertilizer)	
	Skid/Box	CF	B	HHFLOR	Non-reg (fluorescent bulbs)	
	55	DM	LP	HHOFIL	Non-reg (oil filter)	
	55	DM	B	HHOIL	Non-reg (oil)	
	55	DM	LP	HHPUTY	Non-reg (putty & adhesives)	
	Yard Box	CF	B	HHPUTY	Non-reg (putty & adhesives)	
	YD/55	CF/DM	LP	HHAERO	Consumer Com. (aerosols)	
	55	DM	LP	HHPAER	Consumer Com. (pyrethrin)	
	Yard Box	CF	B	HHPNT	Consumer Com. (household paint)	
	5	DF	LP	HHISO	UN3080, Isocyanates, Toxic, Flam, n.o.s.; 6.1 (3), PGII	

HHW Equipment List

Supervisor: _____
Trailer Number: _____
Number of Vehicles: _____

Job Location: _____
Event Date: _____
Collection Times:

Work Order No:
Comp. By: DePeel
Date:

MET ☐ Rented Trailer ☐ Date Rented: _____ Date Returned: _____

Transportation	Req'd	Comp.	Trailer#
Tractor Trailer			
Straight Trucks			
Roll-off Boxes			
Forklift Carrier			
Materials Handling			
Fork Lifts			
Propane Tanks			
Pallet Jack			
Skids BIG			
Carts			
Oil Totes			
Drum Funnels			
Gird. Rods/cables			
Bung Wrenches			
Razor Knives			
Hazcat Kits			
Packaging			
Cubic Yard Kits			
Bulk Steel Drums			
55g Steel Drums			
30 Gal. Drums			
20 Gal. Fibers			
5 Gal. Polys			
55g Poly Drums			
Light Bulb Boxes			
Vermiculite (Bags)			
Roll-off Liners			
Recovery Drums			

PPE	Req'd	Comp.	Trailer#
Safety Glasses			
Face Shields			
Yellow Tyveks (Case)			
White Tyveks (Case)			
Cloth Gloves			
Black Gloves (Pair)			
Latex Gloves (Boxes)			
Dust Masks			
Sweat Bands			
Emer. Response			
Org Sorbent Pads (Bundle)			
Inorg Sorbent Pads (Bndle)			
Oil Dry Bags			
Fire Extinguishers			
First Aid Kits			
Portable Eyewash			
Marking & Labeling			
Labeling Kits	Lpk		
Grease Pens	Lpk		
Ink Pens	Lpk		
Non-Haz Labels	Lpk		
Non-Haz HCTs	--		
Packing Lists	--		
Pkg. List Envelopes	--		

Site Preparation	Req'd	Comp.	Trailer#
Shrink Wrap			
Traffic Cones			
Plastic – **20 x 100**			
Plastic – **40 x 100**			
Plywood			
Warning Signs			
Shovels			
Brooms			
Duct Tape			
55 Gal Water Drums			
Bungs **(Bucket)**			
Water Cooler			
Hand Soap			
Paper Towels			
Tool Box			
5 Gal Water Drum w/spicket			
Documents			
Manifests	Lab Pack		
Bill of Lading	Lab Pack		
Profiles	Lab Pack		
Work Orders	Lab Pack		
Dir. To Job Site	Lab Pack		
Personnel List	Lab Pack		
Personnel Mobilization			
No. of Personnel			
EEI Personnel			
GI Personnel			

OFF-SITE FACILITIES LIST

CEMENT KILN

ESSROC Cement Company (Fuels Program Managed by C.P. Recycling)
3084 W. County Road 225 South
Logansport, IN 46947
EPA ID: IND 005081542
Phone (574) 753-2675
Contacts: Grant Meeks
Fax: (574) 753-7232

Lone Star Industries

2524 South Sprigg Street
Cape Girardeau, MO 63701
EPA ID: MOD 981127319
Phone: (573 335-2083
Contact: Dave Jordan
Fax: (573) 335-8992

Lone Star DBA Buzzi Unicem
Greencastle WDF Facility
3301 South County Road
Greencastle, Indiana 46135
EPA ID: IND 006419212
Phone (765) 653-8816
Contacts: Tony Bannon
Fax: (765) 653-3556

ORGANIC SLUDGES & SOLIDS FOR FUEL BLENDING

Lone Star Industries
2524 South Sprigg Street
Cape Girardeau, MO 63701
EPA ID: MOD 981127319
Phone: (573 335-2083
Contact: Dave Jordan
Fax: (573) 335-8992

Giant Resource Recovery-Sumter
755 Industrial Road
Sumter, SC 79151
EPA ID: SCD036275626
Phone: (803) 773-1400
Contact: James Harlan

DEEP WELL INJECTION FOR EEI TREATED WASTEWATERS

Vickery Environmental
3956 State Route 412
Vickery, OH 43464
EPA ID: OHD 020273819
Phone: (419) 547-7791
Contact: Carolyn Golamb
Fax: (419) 547-6144

INCINERATORS (Hazardous Waste)

Clean Harbors, Inc. (Formerly Teris)
309 American Circle
El Dorado, AR 71730
EPA ID: ARD 069748192
Phone: (870) 864-3663
Contact: Tina Estridge
Fax: (870) 864-3674

Veolia Environmental Services
Trade Waste Incineration
7 Mobile Avenue
Sauget, IL 62201
EPA ID: ILD 098642424
Phone: (618) 271-2804
Contact: Jan Gallee
Fax: (618) 271-9704

WTI (Von Roll)
1250 St. George Street
East Liverpool, OH 43920
EPA ID: OHD980613541
Phone: (330) 385-7336
Contact Lorraine Davis
Fax: (330) 385-7813

INCINERATORS (PCB'S)

Veolia Environmental Services (formerly CWM – Port Arthur)
Hwy 73 (3.5 miles W. of Taylor's Bayou)
Port Arthur, TX 77640
EPA ID: TXD 000838896
Phone: (409) 736-2821
Contact: Rosa Landry
Fax: (409) 736-1636

Clean Harbors Deer Park, LP

2027 Battle Ground Road
Deer Park, TX 77536
EPA ID: TXD 000838896
Facility Phone: (281) 930-2300
Contact: Shelby Beilke
Contact Phone: (773) 646-6202
Fax: (773) 646-6280

LANDFILL - SANITARY

Rumpke
10975 Hughes Road
Cincinnati, OH 45251
EPA ID: N/A
Phone: (513) 851-0122
Contact: Greg Spurlock
Fax: (513) 825-4839

Rumpke (Pendleton County Landfill)
1374 Bryan Griffin Road
Butler, KY 410006
EPA ID: KY0000997957
Phone: (800) 367-8235
Contact: Brian Burgemeir
Fax: (859) 472-7021

LANDFILL – SANITARY (Cont.)

Bavarian Landfill
12764 McCoy Fork Road
Walton, KY 41094
EPA ID: N/A
Phone: (859) 485-4416
Contact: Rick Bruggemann
Fax: (859) 485-1406

Waste Management of Ohio
Stony Hollow RDF
2460 South Gettysburg Road
Dayton, Ohio 45118
EPA ID: N/A
Facility Phone: (937) 268-1133
Fax: (937) 268-1133
Contact: Rudy Ramey

LANDFILL (SECURE)

Wayne Disposal, Inc. (E.Q.)
49350 North I-94 Service Drive
Belleville, MI 48111
EPA ID: MID 048090633
Phone: (800) 592-5489
Contact: Melissa Rickabaugh
Fax: (800) 592-5329

Envirosafe Services of Ohio, Inc.
876 Otter Creek Road
Oregon, OH 436165
EPA ID: OHD 045243706
Facility Phone: (800) 537-0426
Contact: Dave Ridgnour
Fax: (419) 698-8663

LANDFILL (PCB)

Wayne Disposal, Inc. (E.Q.)
49350 North I-94 Service Drive
Belleville, MI 48111
EPA ID: MID 048090633
Phone: (800) 592-5489
Contact: Melissa Rickabaugh
Fax: (800) 592-5329

MERCURY & LIGHT BULB RECYCLERS

AERC Recycling Solutions, Inc.
2591 Mitchell Ave.
Allentown, PA 18103
EPA ID: PAD987376726
Phone: (800) 554-2372
Contact: Michelle Park
Fax: (610) 797-7696

Veolia Environmental Services
1275 Mineral Springs Drive
Port Washington, WI 53074
EPA ID:
Phone: (262) 243-8900
Contact:
Fax: (262) 284-3775

STABILIZATION

Michigan Disposal, Inc. (E.Q.)
49350 N. I-94 Service Drive
Belleville, MI 48111
EPA ID: MID 000724831
Phone: (800) 592-5489
Contact: Melissa Rickabaugh
Fax: (800) 592-5329

Envirite
2050 Central Avenue, SE
Canton, OH 44707
EPA ID: OHD 980568992
Phone: (330) 456-6238
Contact: Sam Pantuso
Fax: (330) 456-2801

Stablex of Canada, Inc.
760 Industrial Blvd.
Blainville (Quebec) J7C 3V4
EPA ID: NYD 980756415
Phone: (514) 430-9230
Contact: Natalie Mathieu
Fax: (514) 430-4642

EQ of Detroit
1923 Frederick Street
Detroit, MI 48211
EPA ID: MID980991566
Phone: (313) 923-0080
Contact: Katie Marie
Fax: (313) 923-3375

PCB TREATMENT

Clean Harbors
1672 E. Highland Road
Twinsburg, OH 44087
EPA ID: OHD 986975399
Facility Phone: (330) 425-3825
Contact: Shelby Beilke
Contact Phone: (773) 646-6202
Facility Fax: (330) 487-5784

Clean Harbors
1302 West 38th Street
Ashtabula, OH 44004
EPA ID: OHD 981093420
Facility Phone: (440) 992-8665
Contact: Shelby Beilke
Contact Phone: (773) 646-6202
Facility Fax: (440) 992-5784

WASTEWATERS (NON-D002)

Permafix of Dayton
300 Cherokee Drive
Dayton, OH 45247
EPA ID: 004274031
Phone: (937) 268-6501
Contact: Kim Black
Fax: (937) 268-5734

EMPTY DRUM RECYCLER

Queen City Barrel
1937 South Street
Cincinnati, OH 45204
EPA ID: OHD987016284
Phone: (513) 921-8811
Contact: Eddie Paul
Fax: (513) 921-3684

Dayton Industrial Drum
1880 Radio Road
Dayton, Ohio 45431
EPA ID: OHD057540114
Phone (800) 253-1997
Contact: Joe Brucken
Fax: (937) 253-8656

ANTIFREEZE RECYCLING

Consolidated Recycling
8 Commerce Drive
Troy, IN 47588
EPA ID: IND 098958283
Phone: (812) 547-7951
Contact: Jerry Brown
Fax: (812) 547-7954

Chesapeake Environmental Services
8464 Ardick Ardmore Road
Landover, VA 20785
EPA ID: NA
Phone: (888) 773-2784
Contact: John Stein

Ecofreeze
3280 Peachtree Corners Circle Suite A
Norcross, GA 30092
Phone: (770) 729-0880
Contact: Carl Ferrans
Fax: (770) 726-0906

E-WASTE RECYCLING

Enviro Electronics
30700 Center Road
Solon Ohio 44139
EPA ID: N/A
Phone: (216) 832-3081
Contact: Mike Frothingham
Fax:

LEAD ACID BATTERIES FOR RECYCLE

Quemetco
7870 W. Morris Street
Indianapolis, IN 46241
EPA ID: IND000646943
Facility Phone: (317) 243-6538
Contact Tom Kelly
Phone (800) 527-9452 ext 278
Fax: (214) 631-4013

Doe Run Co. Buick Resource & Recovery Facility
HCL Box 1395
Boss, MO 65440
EPA ID: MOD 059200089
Phone: (573) 626-4813
Contact: Elaine Bailey
Fax: (573) 626-3405

USED OIL RECYCLING

Enterprise Oil Company
5201 Middlebrook Pike P.O. Box 52044
Knoxville, TN 37950-2044
EPA ID N/A
Facility Phone: (800) 875-3860
Contact: Dave Chovanec
Contact Phone ☹865) 588-1544
Fax: (865) 588-1544

Permafix of Dayton
300 Cherokee Drive
Dayton, OH 45427
EPA ID: OHD 004274031
Phone: (937) 268-6501
Contact: Kim Black
Fax: (937) 268-9059

CYLINDERS

Treatment One (Division of SET Environmental)
5738 Cheswood
Houston, TX 77087
EPA ID: TXD 055135388
Phone: (713) 645-8710
Contact: Shelia Armstrong or Sandy Moody
Fax: (713) 649-1027
Fax: (865) 588-1544

Customs Environmental Services

7722 9th Street NM
Edmonton, Alberta T6P1L6
EPA ID: N/A
Phone: (780) 440-1825 or (800) 661-5792
Contact: Gerry Gerke
Fax: (780) 440-2428

DIXOIN WASTE (EPA Waste Code F027)

Customs Environmental Services
7722 9th Street NM
Edmonton, Alberta T6P1L6
EPA ID: N/A
Phone: (780) 440-1825 or (800) 661-5792
Contact: Gerry Gerke
Fax: (780) 440-2428
Fax: (865) 588-1544

AEROSOL CANS

Customs Environmental Services
7722 9th Street NM
Edmonton, Alberta T6P1L6
EPA ID: N/A
Phone: (780) 440-1825 or (800) 661-5792
Contact: Gerry Gerke
Fax: (780) 440-2428

Rineco
1007 Vulcan Road P.O. Box 729
Benton, AR 72018
EPA ID: ARD981057870
Phone: (800) 377-4692
Contact: David Spea
Fax: (501) 778-8505

ALKALINE BATTERIES FOR LANDFILL

Envirosafe Services of Ohio, Inc.
876 Otter Creek Road
Oregon, OH 436165
EPA ID: OHD 045243706
Facility Phone: (800) 537-0426
Contact: Dave Ridgnour

NI CD and LITHIUN ION BATTERIES FOR LANDFILL

Stablex of Canada, Inc.
760 Industrial Blvd.
Blainville (Quebec) J7C 3V4
EPA ID: None
Facility Phone: (450) 430-9230
Facility Contact: Natalie Mathieu
Facility Fax: (450) 430-8200

ALKALINE, NI CD, and LITHIUN ION BATTERIES FOR RECYCLING

INMETCO
P.O. Box 720
245 Portersville Road
Ellwood City, PA. 16117
EPA ID: PAD 087561015
Facility Phone: (724) 758-2800
Facility Contact: Marty Clark
Facility Fax: (724) 758-2845
Sales Contact: Al Hardies
Sales Phone: (724) 758-2825

NON-HAZARDOUS WASTE TO ENERGY INCINERATION

COVANTA
2320 South Harding Street
Indianapolis, Indiana 46221
Facility Phone: (317) 634-7367
Sales Contact: Bernie Heille
Sales Phone: 317 299-8412

OPERATIONS PLAN

The execution and ultimate completion of a HHW Collection Event requires a Waste Management Plan. The plan begins with the acceptance of HHW and ends with the recycling, processing and/or disposal of HHW in compliance with all Federal, State, City, and local rules and regulations.

There are six aspects of our **Waste Management Plan:**

A. Waste Determination. Our chemist and/or environmental scientist will inspect household waste and waste container labeling to determine the hazard classification of the material. If a particular material is acceptable (that is, if the material is confirmed to be household waste or waste excluded from regulations under 40CFR Part 260), the material will be accepted. If a particular material is unacceptable, the resident will be advised of safety precautions to follow for disposal of the material. See Section **"Unacceptables"** for wastes that will not be accepted.

EEI will review all materials for acceptability. EEI may choose to accept some unacceptable materials depending upon the material's condition, toxicity, and potential risks to health or environment. EEI can accept asbestos, medicines and smoke detectors for disposal.

B. Waste Identification. We will perform HAZ-CAT testing on unlabeled material from residents, which includes but is not limited to pH odor, flash, viscosity, color and physical characteristics. However, in some cases, unknown wastes may be accepted without analytical testing. Our field chemists and technicians draw from a wealth of knowledge and years of experience in the process of hazardous waste identification and classification.

C. Waste Segregation. Hazardous waste will be segregated according to the Department of Transportation hazard classifications. Additional segregation may be required, depending on the ultimate site criteria, if applicable or chemical compatibility. Segregated hazardous waste is classified, packaged, labeled and removed in accordance with our "Waste Packaging" procedures. The segregation process meets the requirements of 40CFR Part 260 and 261 and 49CFR Part 172.

D. Waste Packaging. All packaging of wastes will be performed to ensure strict compliance with Department of Transportation regulations for hazardous materials shipments. EEI utilizes containers that provide the maximum amount of volume at the most economical rate. EEI does not Bulk Paint On-site.

E. Waste Stream Management. EEI will adhere to the following waste management hierarchy to the greatest extent practical and permitted by law: recycling, reprocessing, fuel-blending, treatment, RCRA incineration, and RCRA landfilling. Incineration will take precedence over landfilling. EEI does not landfill anything without pre-treating it first and tries to landfill as little as possible. The objective of household waste programs is to remove hazardous materials from landfills and recycle or reuse it.

F. Waste Tracking. EEI has one of the most complete computer tracking systems in the industry for monitoring the disposal routes of hazardous materials. Our system of documentation is three phases: (1) confidential profile systems, (2) computer log, and (3) bar coding. Before waste is received at our facility, a Pre-numbered profile is submitted detailing information about the generator and generators waste stream. When materials are received at our facility, a unique

numbered barcode system tag is affixed to each container and entered into the computerized log. This tag identifies profile, generator, and manifest and gives area location for each container received and stays with its particular waste stream as it makes its way through our facility and treatment processes. Thirdly, all steps are tracked by our computer logging system. This enables us to monitor your materials from point of generation/shipment through treatment to final disposal. At any given point in time we are able to tell you the disposition of your materials.

Site set-up. EEI's site designs will be as such to accommodate large volumes of traffic and "walk-ins", with a maximum wait time of twenty minutes per vehicle. Operations will be conducted to ensure protection of the environment and the safety of all participants, and to ensure the timely removal of all collected materials following completion of each event.

Examples of Site Plans typical of EEI HHW Collections are enclosed. EEI tailors its plans to each site in order to achieve the following:

1. Adequate safety measures to protect personnel/participants
2. Protection of property and environment
3. Ease of operation
4. Maximum efficiency in materials management
5. Maintain traffic flow to avoid congestion and reduce unloading time
6. Compliance with all Federal, State, and Local rules and regulations.
7. Compliance with contract requirements

EEI will work with the District to prepare, revise and modify final plans, as conditions require.

Volunteers. Volunteers will be used for directing traffic and conducting surveys. EEI will hold a general safety meeting with all volunteers prior to the start of each event.

Staffing. Each Collection site will be managed by personnel with a minimum of four years' experience in Household Hazardous Waste. EEI will provide the appropriate number of personnel to staff each collection in these key areas as follows:

PROJECT MANAGER: Brian DePeel, Director
4650 Spring Grove Avenue
Cincinnati, Ohio 45232
(800) 850-3587 / (513) 853-3587
Fax: (513) 853-3597

Site Manager: Will coordinate all on-site activities including the testing of unknowns. Individual will also be responsible for site safety.

Regulatory Technologist/Chemist/DOT Specialist: Will ensure the proper segregation and compatibility of materials received. Will ensure compliance with U.S. DOT regulatory requirements for packaging, labeling, and manifesting of materials.

Technicians: Will assist in unloading and proper routing of vehicles and material. Consolidation of oils and antifreeze, packaging, and labeling of drums.

Drivers: Delivery and unloading of supplies and materials to each station. Loading of packaged wastes and miscellaneous labor as needed.

Laborers: Traffic control, resident verification, surveys, assist technicians unloading vehicles, trash management. All site workers will be employees of Environmental Enterprises, Inc. and at a minimum will have had awareness training on HHW and prior experience on HHW projects.

OPERATIONS. The following operations plan is typical of a comprehensive full turn-key Household Hazardous Waste Collection program performed by EEI. EEI works with each Solid Waste District to tailor operations and plans that meet the requirements specific to each project.

The performance of each HHW collection event will be conducted in the following stages:

1. Mobilization
2. Site Preparation
3. Collection
4. Labeling, Manifesting and Placarding
5. Site Clean-up/Demobilization

Mobilization. EEI typically mobilizes to the site on the Friday prior to the collection event. Mobilization will consist of delivery of materials and personnel using box trucks, tractor trailers, passenger vans and a few personal vehicles. Vehicles and roll off boxes for removal of trash will also be staged at each location, as required. Materials and equipment will include the following:

- DOT specification containers for packaging of materials
- Vermiculite for packaging
- Spill Kits (oil dry, shovels, brooms, etc.)
- Safety, first aid and emergency equipment
- Tents and related equipment
- Heavy gauge plastic to protect the collection/packaging areas
- Drum/container labeling kits
- Tables for materials collection/segregation
- Conveyors for movement of materials
- Portable toilets (if required)
- Traffic cones/markers
- Fork lifts

Site Preparation. EEI will coordinate with the District and site owners to ensure that arrival times do not interfere with normal operations of the owner's facility. EEI anticipates that site preparation will take approximately one and one-half hours. During this time, tents may be erected, heavy gauge plastic will be rolled out to cover the receiving and packaging areas for spill containment and cleanliness, and tables for receipt of materials will be set in place. Site set-up typically occurs the day before the collection event, but can be completed the morning of the event if a requirement of the owner.

Markers and signs will be placed for traffic flow and control. Drums and packaging materials will be staged in appropriate areas. Emergency equipment will be placed at proper locations.

The site area will be surveyed for the potential for, or presence of any environmental problems, such as open sewers or drains, runoff potential and previous spills. If any of these conditions exist, appropriate action will be taken.

Upon completion of site preparation, we will be ready to begin receipt of materials as scheduled. EEI will also make arrangements to provide site security where needed.

Collection Event. EEI will be prepared to perform this event in any type of weather. If needed, tents will be erected, storm drains will be covered, and rain gear will be available for all EEI personnel, all volunteers, and District representatives. EEI will work with as much speed and efficiency to keep collected materials, documents, etc. as dry as possible.

In order to accommodate a large number of vehicles and a goal of less than fifteen minutes wait per vehicle, EEI intends to run a minimum of two (2) traffic lanes at the site plus provide for expansion of this if necessary to four (4) lanes as contingency lanes should turnout of participants be larger than expected. Final plans will be tailored for the site to make vehicle unloading and material receipts as efficient as possible. EEI will consult with the District prior to the actual event to develop site set-ups that will be the most advantageous in regards to traffic flow, safety and ease of operation.

EEI will be ready to begin the events one hour prior to the advertised starting time to prevent the initial backlog of cars common to these events. EEI works with each district to coordinate predetermined times of readiness.

As vehicles approach the collection area, they will be diverted into multiple lines delineated by traffic cones or other suitable markers/barriers. EEI staff or volunteers will be present, if needed, to perform the following:

1. Verify resident eligibility
2. Conduct surveys, as required
3. Provide instructions to residents
4. Have trunks opened

Upon entering the collection area, arriving vehicles will be checked for type of material and unloaded by EEI personnel into the closest packaging area. EEI will have boxes or other suitable containers on hand to unload loose items from incoming vehicles.
Materials flow pattern will be:

1. Receipt
2. Proper segregation
3. Packaging
4. Container closure and labeling.
5. Loading into transport vehicles.

Unacceptables. The following materials are "unacceptable" and will be excluded from HHHW collection events:

- Explosives, gunpowder, ammunition
- Construction waste
- Radioactive Materials
- Compressed Gas Cylinders not identified on the price list or which are not approved for acceptance by the district.
- White Goods (including Freon containing appliances)
- Tires

Additionally, EEI will not accept infectious or pathogenic wastes, such as used needles and syringes in sharp containers unless requested by the district.

Should any of these materials be brought to the collection sites, residents will be informed immediately as to:

- Hazardous characteristics associated with the waste
- Reasons as to why the waste is unacceptable
- Safety precautions to be taken

EEI will be responsible to review all materials for acceptability. If EEI accepts "unacceptables", EEI assumes all risks associated with the waste stream and their proper management and disposition.

Unknowns. Unknown materials will be taken to a pre-designated area for characterization and identification. An attempt will be made to identify unknowns on-site using a HazCat System.

Specific tests that we can perform with this system are:

1. Ignitability
2. Corrosivity
3. Reactivity
4. Presence or Absence of RCRA Metals
5. Presence or Absence of Sulfides & Cyanides
6. Presence of Peroxides
7. Determination of Oxidizers
8. PCB's
9. Presence or Absence of Halogens
10. Pesticides

Bulking of Materials. Strict procedures will be followed for the consolidation/bulking on-site of collected non-ignitable oils, antifreeze, and solvents in 1 gallon or greater containers. Solvents in less than 1 gallon plastic or metal containers will be "loose-packed". Solvents in less than 1 gallon glass containers will be "lab-packed". Only DOT approved 55 gallon drums will be used as receptacles for bulking/consolidation. All precautionary measures will be taken to limit splashing of materials and containment of any spillage during this bulking operation. Personnel performing this function will be in protective equipment (tyvek suits, latex or heavy rubber gloves and air purifying respirators.

EEI will blend on site the following solvents:

Acetone	methyl ethyl ketone	xylene
Alcohols	methyl isoamyl	
butyl acetate	methylene chloride	
cyclohexane	mineral spirits	
dimethylsulfoxide	octane	
ethyl acetate	octanol	
ethyl benzene	pentanone	
ethyl butyl ketone	perchloroethylene	

gasoline	petroleum ether
heptanes	petroleum oils
isobutyl acetate	petroleum distillates
isopropyl acetate	propyl acetate
kerosene	tetrachloroethylene
ketone	tetrabromoethane
lacquer thinner	toluene
methyl acetate	vegetable oils

EEI will not blend the following reactive materials on-site:
plasticizers, curing agents, hardeners, activators, catalysts, isocyanates and part A and B epoxy resins.

EEI will not blend the following OSHA listed or suspect Carcinogens:

benzene	dichloromethane
carbon tetrachloride	1,4 dioxane
chloroform	formaldehyde

EEI will not blend the following solvents due to toxicity:
(TLV <50 ppm)

acetonitrile	dichloromethane
benzene	1,4 dioxane
butoxyethanol	formaldehyde
carbon tetrachloride	phenol
chlorobenzene	tetrachloroethane
chloroform	

A designated area for bulking materials will be predetermined by the Project Manager and Site Manager. Such an area will be away from the main collection and packaging areas, if possible with a buffer zone in between. Spill equipment will be staged in close proximity. The ground underneath and surrounding the collection drums will be layered with heavy gauge plastic and diked with small amounts of absorbent for spill containment. All waste receptacles will be properly bonded and grounded. Only non-sparking tools will be used for container opening and closure. No monitoring equipment is required for our process, and an air pollution permit is not required as well.

HHW to be "lab packed" or "loose-packed" are segregated into DOT hazard classes. Further segregation then occurs based upon the compatibility of materials within those hazard classes.

Following this segregation and classification, all materials are then packaged into DOT specification 17H, 55 gallon open head steel drums with sufficient absorbent for cushioning and spill prevention. All closure, labeling and marking of containers is then performed in accordance with DOT requirements per 49 CFR 172.

Labeling, Manifesting and Placarding. Containers are labeled in accordance with 40CFR 261 and 262 as well as 49CFR 172.100, 49CFR 172.101 and 49 CFR 172.400. This includes Generator/Shipping description, labels, hazard class and other required markings. EEI will be listed as the generator on the above labels.

A hazardous waste manifest will be used as a shipping document in accordance with 40CFR 262, 40CFR 263 and 49CFR 172. The manifest will indicate EEI as the generator. A copy of the completed manifest(s) will be provided for the District's use prior to departure from the site.
All vehicles transporting HHHW shall be placarded in accordance with 49CFR 172 Subpart F.

Site Clean-up/Demobilization. Following the close of the event, site cleanup will begin. Final packaging of any materials still in the collection areas will be performed. All documentation (manifest preparation, etc.) will be completed. Packaged and labeled containers will be loaded onto transport vehicles. Vehicles will be placarded appropriately in full compliance with DOT regulations. Traffic barriers will be removed and returned to owners (if supplied by local highway, law enforcement, or District Officials). All trash will be picked up and placed in roll-off boxes which will then be secured with tie down tarps for transport. Tents will be taken down and all ground covers removed and placed in trash for removal by EEI. Upon completion of these operations, EEI will conduct a visual walk through inspection with the Site Coordinator/District representative to assure return of the site to its original condition, and that EEI has performed all contract requirements to the satisfaction of all parties involved.

Waste packaging. The following packaging methods will be used for all material received from residents during the HHHW Collection Event:

1. Consolidation
   Motor oil, antifreeze and solvents greater than 1 gallon will be bulked (pour out on site).
2. Loose-pack Containerization for the following:
   a. Oil Paints
   b. Latex Paints
   c. Aerosols
   d. Asbestos
   e. Adhesives/Resins/Solid Paints
   f. Button/Nickel/Cadmium/Household Batteries
   g. Solvents, Thinners, Gasoline less than 1 gallon in metal or plastic
   h. Pints & Quarts of Paint
   i. Fluorescent Lights
   j. Ignitable liquids
   k. Cleaners
   l. non-regulated liquids and solids
3. Lab Pack Containerization for the following:
   a. Reactives
   b. Acids/Bases
   c. Oxidizers
   d. Solid/Liquid Pesticides and Poisons
   e. Halogenated Solvents
   f. Flammable liquid less than 1 gallon in glass containers.

For cost reduction purposes, EEI will use the following types of containers:

1 cubic yard Triwall Boxes will be used to package pints, quarts, gallons, and 5 gallon paint containers, 55 gallon steel drums may also be used for pints and quart containers. 55 gallon steel drums will be used to bulk solvents, oils, antifreeze, etc. Only containers of 1 gallon or greater capacity will be bulked. Smaller containers will be loose packed in 55 gallon open head drums.

55, 20, and 5 gallon DOT approved containers will be used for all lab pack per DOT regulation found in 49 CFR 173.12 with sufficient cushioning/sorbent material as specified. EEI is party to DOT exemption #DOT-E 9723 & #DOT-E 10441 which allow us to transport cyanides and acids in the same vehicle if need be. This saves the District the expense of a dedicated truck for cyanides. This savings is included in our pricing.

55 gallon steel drums will be used to loose pack miscellaneous ignitable wastes and non-regulated wastes which are not glass and not bulked. This packaging is considered an overpack by DOT not a lab pack.

55 gallon steel drums will be used to package all asbestos wastes. Prior to placing in the drum all asbestos will be wrapped or placed in plastic.

EEI uses cubic yard boxes for the packaging of one gallon, five gallon, pint and quart containers of paint waste. By comparing this method to the bulking of paint on-site we have found that our method is more cost effective. The weight of a yard box (35 lbs) plus the weight of the paint cans (10 lbs) is still less than the weight of a 55 gallon steel drum (52 lbs) used for on-site bulking. Also our price for paint filled yard boxes includes the disposal of the cans once they are processed at our facility.

Upon receipt at EEI, we have three platform scales for determining the weights of materials resulting from a Household Hazardous Waste Collection event. These scales are used to determine the gross and net weights used for billing on this effort. The net weights correspond to each unit of material manifested from the collection site. These are recorded on weight sheets.

When performing lab packing, EEI strives to package materials as efficiently as possible to keep to a minimum the number of shipping containers. EEI will provide container packing lists to the District for all lab packs to document drum contents. Any and all "lab pack" containerization performed by EEI is in strict accordance with U.S. DOT requirements as specified in 49CFR, Part 173.12. DOT's lab pack limits are:

Shipping Container Size	Max. Vol. Liquids	Max. Vol. Solids
85 Gallon	55 Gallons	450 lbs.
55 Gallon	20 Gallons	450 lbs.
30 Gallon	12 Gallons	300 lbs.
16 Gallon	7 Gallons	160 lbs.
5 Gallon	2 Gallons	45 lbs.

WASTE MATERIALS MANAGEMENT. EEI has processed over 100,000 drums of household hazardous waste. Most of these wastes have been recycled/reused. EEI will be the final recycle/treatment facility for many of the wastes that are to be collected from District residents. Information regarding EEI's facility, capabilities and Transportation Division are included in the Qualifications Statement.

Pursuant to EEI's sequence of disposal methods, the ultimate process of each accepted waste is listed below:

1. Paints - **Fuels Blending/Reuse**
2. All Batteries - **Recycling**
3. Motor Oil - **Fuels Blending/Reuse/Recycling**
4. Antifreeze - **Reprocessing for Reuse**
5. Solvents (Gasoline, Thinners, etc.) - **Fuels Blending/Reuse**
6. Pesticides & Poisons, Solid & Liquid – Incineration or Secure Landfill
7. Aerosol Cans - **Fuels Blending/Metal Recovery & Gas Utilization**
8. Acids/Bases - **Reuse**/Aqueous Treatment
9. Reactives – Incineration or Hydrolysis
10. Asbestos - Landfill
11. Adhesives - Incineration
12. Oxidizers – **Reuse** or Aqueous Treatment
13. Poly-chlorinated Biphenyls (PCB's) - Incineration
14. Fluorescent Light Tubes - **Recycling**
15. Propane Cylinders - **Reuse/Recycling**
16. Clean Cardboard/Paper/Plastic - **Recycling**
17. Smoke Detectors – Secure Landfill
18. Pharmaceuticals – Wet Shredding

EEI will manage all waste materials that EEI accepts in this order: (1) Reuse, (2) Recycling, (3) Incineration, and (4) Land Disposal as permitted by law.

Environmental Enterprises, Incorporated (EEI) is a commercial treatment facility and does not create waste, but generates treatment residues of wastes shipped to us for treatment. Each of these waste streams consists of only the material that cannot be practically treated by any other method. EEI strives to provide sound waste management alternatives that make use of recycling, reuse and reclamation technologies our first priority. As technologies advance and regulations change, EEI continues to search for processes that minimize disposal and maximize recycling/reuse and recovery technologies.

EEI utilizes a variety of treatment methods, such as chemical reduction, oxidation and neutralization to remove as many hazardous constituents possible from each waste stream not amenable to recycle/reuse.

EEI also recycles paints through reuse and fuels blending. All paints, including latex paints, typically contain titanium dioxide and other inorganic pigments that become raw material for feed stock. The organic portion of the paint is used as fuel. This recycling process reduces the amount of raw materials and fossil fuels required in the manufacturing of Portland Cement.

LITHIUM, LITHIUM ION AND MAGNESIUM BATTERIES

THESE GUIDELINES ARE WRITTEN TO TAKE INTO ACCOUNT U.S. DOT REGULATIONS. EEI HAS ADOPTED THESE GUIDELINES TO ENSURE NOT ONLY DOT PACKAGING COMPLIANCE BUT ALSO TO ENSURE THAT LITHIUM BATTERIES ARE HANDLED AND PACKAGED SAFELY FROM THE POINT OF GENERATION THROUGH RECEIPT AT EEI.

General Packaging Guidelines

1. Do not mix Category 4 batteries with any other type of battery to ensure chemical and USDOT compatibility. Mixing this category with others could cause explosion or fire.

2. Containers are limited to 5-gallons maximum in size (66 lb. gross weight per container).

3. Since Lithium is a water-reactive metal, all batteries must be kept dry.

4. Package batteries to protect against short circuits and to withstand the shocks normally incident to transportation. This can be completed by taping all terminals or contacts with electrical tape or contact covers. Failure to protect terminals will lead to a fire or explosion during storage and/or transportation!

5. Batteries must be cushioned from contact with other batteries by layering with vermiculite, speedi-dry or kitty litter. Failure to properly cushion could lead to a direct short, fire or explosion during storage and/or transportation!

6. Leaking batteries must be packaged separately and shipped as a hazardous waste. All free liquid must be separated from the battery casing and containerized. Under no circumstances may free liquid be shipped in the same container as the battery casing! A separate recycling profile must be completed for leaking batteries and battery “free liquid”. Contact EEI sales for more information.

7. All batteries must be segregated by DOT compatibility and packaged in accordance with USDOT regulations.

All batteries must be segregated (leaking from non-leaking) and packaged in accordance with USDOT regulations.

Package non-leaking batteries in one of the following USDOT containers at the Packing Group II performance level – 5-gallon pail maximum outer shipping container:

1. 1A2 – 5-gallon steel, removable head drum with a minimum 4 mm thickness plastic drum liner;

2. 1H2 – 5-gallon plastic, removable head drum; or,

3. 1G2 – 5-gallon fiberboard drum.

Place each batter in individual plastic bags; OR,

Use original packaging in which the batteries were received; OR,

Place a piece of electrical (insulation) tape over each terminal to avoid terminal contact. Failure to protect terminals will lead to a fire or explosion during storage and/or transportation!

Provide cushioning for each battery to prevent contact with other batteries by layering with vermiculite, speedi-dry or kitty litter. Failure to provide adequate cushioning will lead to a fire or explosion during storage and/or transportation!

Packaging Leaking Category 4 Batteries

Leaking, Category 4 batteries must be packaged as follows:

1. Separate all free liquid from battery casing. This liquid should be placed in a poly 1H1 drum or other DOT container compatible with the battery liquid. Profile this solution separately using an EEI profile.

2. Place the battery carcasses in a poly drum liner (4 mil thickness) and place in a poly 1H2 (removable head) drum. Once again, leaking batteries must be profiled separately from non-leaking batteries for special handling considerations.

3. Do not pack battery carcasses with vermiculite, desiccant or packaging material.

4. Leaking batteries must be labeled and shipped as a hazardous waste.

Labeling Requirements

1. Attach a Hazard Class 9 label to the outer container.

2. Attach a packing slip to the outer container. The packing slip should indicate description, total count and weight of the container.

3. If shipping via a Bill of Lading, attach a Universal Waste Label to the container. If shipping via a Hazardous Waste Manifest, attach a Hazardous Waste Label to the container.

USDOT Proper Shipping Name for Lithium and Lithium Ion Batteries:

Universal Waste: Shipping via a Bill of Lading

Lithium batteries, 9, UN3090, PG II (Used lithium batteries for recycling) (ERG 138)

Hazardous Waste: Shipping via a Hazardous Waste Manifest

Waste lithium batteries, 9, UN3090, II (Used lithium batteries for recycling) (ERG 138)

Note: EPA Hazardous Waste Number D003 (reactive) should be entered in item I of the manifest. Enter "RQ" before the shipping description if a shipping container contains equal to or greater than 100 pounds of reactive hazardous waste.

USDOT Proper Shipping Name for Magnesium Batteries:

Universal Waste: Shipping via a Bill of Lading

Batteries, dry, not USDOT-regulated (Used magnesium batteries for recycling)

Hazardous Waste: Shipping via a Hazardous Waste Manifest

Use the shipping name listed above under the “Universal Waste” shipping descriptions and add the word “Waste” before the proper shipping name. Note: “NONE” should be entered in lieu of an EPA Hazardous Waste Number in Item I of the manifest.

Emergency/Spill Contingency Plan

Prepared By:

Environmental Enterprises, Inc
Midwest Environmental Transport, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241

March 2005

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TRANSPORTATION SPILL CONTINGENCY PLAN AND CLEAN-UP PROCEDURE

Introduction

Adhering to regulations set forth by the Local, State and Federal governments will greatly minimize the chance of an emergency situation during the transport of hazardous waste. If an emergency does occur, however, there are certain actions that must be taken to protect lives and property. It is essential that all persons who come into frequent contact with hazardous wastes be familiar with emergency measures. Prompt action on the part of all persons concerned will enable many emergencies to be controlled and minimize the possibility of injury and property damage.

Emergency Procedures

A. In the event of an on-the-road spill or other emergency, the driver will follow these procedures:

a. Remain with the unit and keep unauthorized persons, including pedestrians and motorists, away from the spill area
b. Keep open flames away from the spill site, including flares and smoking
c. Set up warning signals on the highway
d. Prevent leaking liquids from draining onto the highway or into sewers or streams by damming the liquid or digging a drainage ditch
e. Contact, or have someone contact, the police or fire department by calling 9-1-1
f. Upon arrival of the police or fire department
    1. Inform them of the type of material that has been spilled
    2. Request the area be blocked off to both pedestrians and vehicles to prevent property damage or any serous personal injury
g. In the event of an emergency or a hazardous waste spill during transportation, the transporter will immediately notify the National Response Center (800) 424-8802 with the following information
    1. Name of person reporting the incident
    2. Name, address and Identification Number of the transporter
    3. Telephone number where person reporting can be reached
    4. Date, time and location of the incident
    5. The extent of injuries, if any
    6. Classification, name and quantity of hazardous materials/wastes involved, if such information is available
    7. Type of incident and nature of hazardous material/waste involvement and whether a continuing danger exists at the scene
    8. For each waste product involved, provide:
        i. Name and Identification Number of generator
        ii. Product shipping, hazardous class, and UN or NA Number
        iii. Estimated quantity of material spilled
        iv. If possible, the extent of contamination to land, water or air
    9. Shipping name, hazard class and Identification Number of any other material carried.
h. Contact the emergency coordinators for Midwest Environmental Transport, Inc. Daniel McCabe (office) (513) 772-2818, (home) (513) 777-2396 or (mobile) (513)

266-3800; notify the plant: Office (513) 541-1823 or EEI's Emergency Response Group 1-800-392-1503

1. Product or material name
2. Customer's profile number (this is contained on the pickup order).
3. Company name where pickup was made
4. Amount spilled
5. Amount of gallons of material on truck
6. Cause of spill (drum leaking, defective valve on tanker, traffic accident, etc.)
7. If possible to make an on-site repair, what is needed
8. Exact location of occurrence

i. The Local Emergency Planning Committee (LEPC) shall be contacted and informed of the occurrence and the nature of the spill.

j. The transporter will submit a report of the incident in writing as required by 49 CFR 171.16 to the Chief, Information System Division, Transportation Programs Bureau, Department of Transportation, Washington, DC 20590 and send copies of the report to the generator as required.

a. Emergency Coordinators shall report the spill to:

b. Midwest Environmental Transport, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241
513-772-1145

a. Environmental Enterprises, Inc.
10163 Cincinnati-Dayton Road
Cincinnati, Ohio 45241
513-772-2818

b. National Coast Guard
205-690-2286 or 334-639-6287

c. U. S. National Response Center
800-424-8802 or 202-426-2675

d. Chemtrec
800-424-9300

e. Hazardous Material/Waste Incidents
800-843-0699

f. Alabama Emergency Management Agency
800-356-9596 or 205-280-2200

g. Alabama Department of Public Safety
334-242-4378

B. Emergency response actions to be taken at the scene of the spill include:

a. Containment is necessary to prevent the escape of any spill liquid or solid onto the ground or into a storm or sanitary sewer. A barrier must be erected immediately to prevent escape of spilled materials/waste liquids, using whatever material is at hand, even a dirt curb to prevent spreading of the spill. Containment of solids will be dependent on wind and weather conditions, use the tarpaulin in the vehicle or plastic (available at most supply stores) if conditions are wet and windy.
b. Simultaneously, the source of the spill or leak must be located and controlled, e.g., a drum plugged or taped, or turned upside down.
c. The possibility of evacuation should be considered in the event of a major spill (e.g., a collision with another vehicle or a loaded trailer that has turned over, with subsequent container(s) rupturing). Major concerns involve ignitable wastes that may catch fire and possibly explode or generate toxic fumes. If fire threatens or actually occurs, personnel should be evacuated a distance of at least a half-mile as recommended by the Emergency Response Guidebook. If no fire threatens, and no container(s) have ruptured, a distance of 50-100 feet should suffice.
If the shipping description is known (refer to the manifest) find the name in your Emergency Response Guidebook in the blue pages and turn to the Corresponding Guide Number (orange top page – last $^{1}/_{3}$ of book). If the shipping description is not known check the placard on the vehicle for a "UN" or "NA" number, look up the number in the yellow pages and refer to the Corresponding Guide Number; or contact the generator of the waste for safety data.
d. Cleanup can begin once containment has been achieved and the spillage source has been controlled. If the spill is contained on an impervious paved surface, material should be absorbed onto a compatible material (e.g., sand or diatomaceous earth). Any of a number of commercial absorbent inert materials may be used, but make sure they are compatible with the waste and will not cause a reaction. If the spillage has reached earth, all contaminated dirt should be collected into drums or bags for disposal at an EPA approved site.
If any spilled waste has reached the ground, the contaminated soil will be removed. The extent of contamination will be determined by sampling the spill area. A qualified laboratory will analyze the sample. Sampling techniques, chain of custody requirements, and analytical methods will follow approved procedures such as those outlined in SW-846. Any soil exhibiting contamination above the local background level will be removed to an appropriate permitted disposal site.
In addition to contaminated absorbents, dirt, or the like as noted above, damaged containers also present a disposal problem. Special "recovery drums" (oversize metal drums or overpacks) will be used for containing damaged 55-gallon drums. Disposal will be at an approved site.

C. Emergency Equipment:

a. Emergency Tractor/Trailer Equipment
    1. Fire extinguisher is in the cab of the tractor
    2. First aid kit with buffer solution
    3. Reflective triangles or flares
b. Drivers Safety Kit
    1. Respirator

2. Gloves
3. Hard hat
4. Tyvek suit
5. Safety glasses
6. Spare clothes
7. First aid kit
8. Bottle of buffer solution

c. Label Kit
1. Packing list and envelopes
2. DOT labels (4”x4”)
3. Gloves
4. Clipboard
5. Spare manifests and LDR Certification sheets
6. Ratchet and Sockets
7. Bill of Lading forms
8. Emergency Response Guidebook
9. Stapler
10. Hazardous Materials Compliance Pocket Book
11. Select placards

d. Spill Kit
1. 85 gallon overpack drum
2. Small shovel and broom
3. 5 gallon pail
4. Sheet of plastic
5. Oil dry (2 bags)
6. Duct tape

D. Follow-up Procedures:

a. Decontamination – A truck or trailer exposed to a spill or leak will be decontaminated at the site in order to prevent any further release to the extent that it can be transported (or move under its own power) to an authorized facility capable of further decontamination if necessary.
b. Equipment will be decontaminated in the following manner:
Each item used will be placed in an open head container and thoroughly rinsed with a compatible solvent or cleaning compound. The residue or wash water will then be drained into a tight head container, sealed, and disposed of in accordance with Federal and State Regulations at an authorized disposal site.
c. Contaminated clothing will be placed with the cleanup residue and disposed of in accordance with Federal and State Regulations at an authorized disposal site. If clothing is reusable, then it will be decontaminated properly and the residue added to the other waste.
d. Notification – The Department of Transportation, Director of Hazardous Materials Registration, Materials and Transportation Bureau, Washing, DC 20590 will be notified, in writing, of the occurrence, and nature of the incident and a copy will be submitted to the Alabama Department of Environmental Management, 1751 Cong. W.L. Dickinson Drive, Montgomery, Alabama 36130-1463.

E. Training Program:

a. In preparation for handling hazardous materials and hazardous wastes, all drivers and response personnel receive approximately six (6) hours classroom training conducted by Regional Office personnel followed by refresher training by local management at regular scheduled (at least monthly) safety meetings. In addition to the above, an annual Regional meeting is held to educate further each Branch Operation Supervisor on changes in regulations.
b. The following is a list of classroom training provided to all branch personnel responsible for the handling and storage of hazardous waste:
    1. Hazardous Waste Manifesting
    2. Container Receiving and Maintenance
    3. Container Inspections
    4. Container Transferring
    5. Container Pickup Checklist
    6. Re-use of Containers for Hazardous Waste
    7. Emergency Response Equipment
    8. Emergency Procedures
    9. Hazardous Waste Labeling
    10. Product Compatibility
    11. In-house Maintenance Checks
    12. Emergency Spills
c. Since much of the drivers' actions involve hazardous materials, including hazardous wastes, their instructions specifically include:
    1. Inspection of their vehicles before and during trips
    2. Driving Rules
    3. Knowledge of safety and health hazards of products carried (e.g. flammable, corrosive)
    4. Actions to be implemented in case of spills, accidents, or other emergencies involving hazardous materials and hazardous wastes.

HHW AND LAB PACK SPILL ACCIDENT AND CLEAN-UP PROCEDURE

Introduction

Adhering to regulations set forth by the Local, State and Federal governments will greatly minimize the chance of an emergency situation during the collection of household hazardous waste. If an emergency does occur, however, there are certain actions that must be taken to protect lives and property. It is essential that all persons involved with HHW Events and who come into frequent contact with household hazardous wastes be familiar with emergency measures. Prompt action on the part of all persons concerned will enable many emergencies to be controlled and minimize the possibility of injury and property damage.

Small Spill Procedures

Volunteers, HHW Staff and other designated responsible parties can manage all of the following small spills.

A. Small Spills (Five Gallon Pails or less) of Flammables, Paint related material (latex and oil based), Pesticides, and Non-regulated items (Oil, antifreeze, Soaps, Shampoos, etc.):

1. WEAR CORRECT PPE. The minimum is a Tyvek suit, safety glasses, shoe covers, and nitrile gloves. Special situations may require additional equipment. Dispose of contaminated PPE as appropriate.
2. READ ALL LABELS THOROUGHLY. Gather information as needed to classify material. Refer to the "Segregation of Household Chemicals – A to Z" guide for classifications.
3. When reading labels, keep containers level to prevent further spilling.
4. If bags of powdered or granular products are open to the atmosphere, close them with tape. If integrity of the bag is questionable, re-bag by placing the original bag into a plastic bag.
5. Oxidizing materials (pool chemicals for example) and organics must be kept separate from each other, as they are non-compatible.
6. If liquids have leaked, invert a clear plastic bag over the container, and holding the containers upright. Secure Bags by taping or by tying off the bag in a not.
7. Clean up all spills immediately using the appropriate spill-cleanup procedure:
   a. Very small spills of non-corrosive and non-oxidizing materials can be wiped up with paper towels or small rags which can be disposed of in the appropriate container.
   - Rags and paper towels that have been used to absorb flammable solvents, gas, oil, oil-based paint, stain or other organic have to be placed and sealed in a sealing metal container and labeled.
   - Bagged rags and towels of pesticides/ poisons cleanups can be placed inside the poisons/solids storage container.

   b. Larger quantities of small spills or liquids and all spills:
      - Make a circle of absorbent material around the spill to contain it.
      - Pour more absorbent material into the center of the spill.
      - Allow time for the liquid to absorb.
      - Use dust pan or shovel and hand brush or broom and scrape up the absorbent material.

- Package contaminated absorbent in a plastic bag or pail, and transfer it in the correct labeled container.

8. Use proper lifting techniques and wear the appropriate PPE.
   a. If any containers are leaking, a rubber apron is required in addition to all the usual PPE.
   b. In cold weather, the nitrile gloves get stiff and can cause reduced dexterity. Use appropriate gloves for conditions.
9. If there is a site-safety emergency and an alarm sounds—
   a. Exit the area immediately

b. Go to the designated staging area and await instruction from the Project Manager.

B. Small Spills (Five Gallon Pails or less) of Corrosive Chemicals:

1. WEAR CORRECT PPE. The minimum is a Tyvek suit, safety glasses, shoe covers, and nitrile gloves. Special situations may require additional equipment. Dispose of contaminated PPE as appropriate.
2. READ ALL LABELS THOROUGHLY. Gather information as needed to classify material. Refer to the "Segregation of Household Chemicals – A to Z" guide for classifications.
3. When reading labels, keep containers level to prevent further spilling.
4. Acids and bases must be kept separate from each other as they are non-compatible.
5. If there are open bags of powdered or granular products, tape them shut. If the bags appear fragile, re-bag them in place by rolling the original bag into a plastic bag.
6. If liquids have leaked, invert a plastic bag over the container, and holding the containers upright, bring the bag up over the container.
7. Secure Bags by taping them shut or by tying off the bag in a not. A clear bag is recommended as this facilitates further label reading and secondary segregation
8. Clean up all spills immediately using the appropriate spill-cleanup procedure:
   a. Even small spills have to be cleaned up with oil dry absorbent which can be disposed of in the appropriate corrosive spill bin. This must be placed into a bag and placed into the same appropriate cart or drum as the bag covered container.
   b. Larger quantities of small spills or liquids and all spills:
      - Make a circle of absorbent material around the spill to contain it.
      - Pour more absorbent material into the center of the spill.
      - Allow time for the liquid to absorb.
      - Use dust pan or shovel and hand brush or broom and scrape up the absorbent material.
      - Package contaminated absorbent in a plastic bag or pail, and transfer it in the correct labeled container.
9. Use proper lifting techniques and wear the appropriate PPE.
   b. If any containers are leaking, a rubber apron is required in addition to all the usual PPE.
   c. In cold weather, the nitrile gloves get stiff and can cause reduced dexterity. Use appropriate gloves for conditions.
10. If there is a site-safety emergency and an alarm sounds—
    a. Exit the area immediately
    b. Go to the designated staging area and await instruction from the Project Manager.

C. Small Spills (Five Gallon Pails or less) of Oxidizing Chemicals:

1. WEAR CORRECT PPE. The minimum is a Tyvek suit, safety glasses, shoe covers, and nitrile gloves. Special situations may require additional equipment. Dispose of contaminated PPE as appropriate.
2. READ ALL LABELS THOROUGHLY. Gather information as needed to classify material. Refer to the "Segregation of Household Chemicals – A to Z" guide for classifications.
3. When reading labels, keep containers level to prevent further spilling.
4. Oxidizing materials (pool chemicals and stump removers for example) and flammable organics must be kept separate from each other as they are non-compatible and may cause violent reaction, smoking and even fires.
5. If there are open bags of powdered or granular products, tape them shut. If the bags appear fragile, re-bag them in place by rolling the original bag into a plastic bag.
6. If liquids have leaked, invert a plastic bag over the container, and holding the containers upright, bring the bag up over the container.
7. Secure Bags by taping them shut or by tying off the bag in a not. A clear bag is recommended as this facilitates further label reading and secondary segregation
8. Clean up all spills immediately using the appropriate spill-cleanup procedure:
   a. Even small spills have to be cleaned up with oil dry absorbent that can be disposed of in the appropriate oxidizer spill container. This must be placed into a bag and placed into the same appropriate cart or drum as the bag covered container.
   b. Larger quantities of small spills or liquids and all spills.
      - Make a circle of absorbent material around the spill to contain it.
      - Pour more absorbent material into the center of the spill.
      - Allow time for the liquid to absorb.
      - Use dustpan or shovel and hand brush or broom and scrape up the absorbent material.
      - Package contaminated absorbent in a plastic bag or pail, and transfer it in the correct labeled container.
9. Use proper lifting techniques and wear the appropriate PPE.
   a. If any containers are leaking, a rubber apron is required in addition to all the usual PPE.
   b. In cold weather, the nitrile gloves get stiff and can cause reduced dexterity. Use appropriate gloves for conditions.
10. If there is a site-safety emergency and an alarm sounds
    a. Exit the area immediately
    b. Go to the designated staging area and await instruction from the Project Manager.

D. Special Chemical:

1. Staff members should handle special chemical spills.
2. Never try to
   a. Overpack a drum,
   b. Contain a spill larger than 5 gallons,
   c. Handle spills that contain Spontaneous Combustion mixtures or Dangerous When Wet items.

"When in doubt exit the area, then ask."

Large Spill Procedures

A. Larger Spills:

1. Leave area immediately.
2. Drum Spills-Report spill to Project Manager.

<u>Large emergency spills/ Haz-Mat Team</u> (see also Spills Procedures)

1. Report spill to Project Manager and surrounding personnel as loudly as possible as you exit the Area.
2. Criteria Summary:
   Small Spills (See "Small Spill Procedures" For Details):
   - Staff can handle most 5-gallon or less spills in house.

   Large Spills (See "Leaks and Large Spill Procedures" For Details):
   - Leaking or gushing drums are to be handled by staff only.
   - Large spills off our pads only HAZ-MAT Team members may address. Call 911.
3. Cell phone on site or a remote phone (cell or neighborhood business phone, etc.) should be used far enough away from the area so as not to be exposed to smoke or sudden explosions. Only call 911 if someone does not come out of the area. Only call the HAZ-MAT team if a drum or bigger tank is leaking.
4. Meet out at the assembly post.
5. Await staff for instructions.
6. Do not allow anyone to enter the assembly post.
7. When the proper officials (fire team, police, Haz-mat team, etc.) arrive tell them what you know of the situation. Stay out of their way. Include areas of distress and number of people known by you to still be remaining in the spill area.

B. Leaks and Spill Procedures:

1. Leave area immediately and report large spills to Project Manager.
2. For spills of even larger quantities (tanks) and/or off our protected area call 911 for the local Haz-Mat team members. Worse case scenarios where fires are involved call 911.
3. Special Chemical spills shall be handled by staff members or the Haz-Mat team.

C. Leaking drums outside the containment area:

1. Wear the correct PPE (including respirators if needed) as prescribed by staff or by the similar hazard class pointed out in the Segregation Guide and in the Procedures Guide. Always use a drum dolly or forklift to move leaking drums. Air monitoring may re-evaluate the PPE worn in an area.

2. A drum that drips can be overpacked by using the chain hoist:
   A. Have an open 85-gallon overpack ready for leaky 55-gallon drums (or a 55 gallon drum used as an overpack for smaller 30 gallon containers).
   B. Place the drum underneath the hoist and lower the hoist so that the hook is almost at the top of the drum.
   C. Put the chime clamps over the chimes (the top crease) of the drum.
   D. Raise the chain/ hoist until tension holds the clamps in place. Push the drum down while the clamp is raised to ensure proper tension lock.
   E. Raise the drum up to the top of the level of the overpack container. At this point no one including the operator should be under the raised leaking drum.

F. Place the open overpack drum under the leaking drum (never placing body parts directly under the suspended drum)
G. Lower the drum into the overpack until the clamp tension is gone. Remove the clamp. Seal the overpack and place appropriate labels and markings on the drum.
H. Remediate the dripped material as mentioned in The Small Spill Procedures.

Hazardous Materials and Waste Operations Health and Safety Plan

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1.0 INTRODUCTION

This Site Health and Safety Plan (HASP) provides the protocol for the general protection of employee and public safety and health during waste removal by Environmental Enterprises, Incorporated (EEI. This HASP shall be reviewed periodically and be amended as appropriate to reflect previously unanticipated hazards or changes in operation condition during removal activities.

1.1 Scope and Applicability

The purpose of this HASP is to define the requirements and designate protocols to be followed by all persons who may have business at the site during removal of waste. Removal activities include: identification, segregation, packaging, and transport of material.

The HASP provides safety and health procedures for onsite work, including personal protective equipment of onsite workers, site operations description, site waste characteristics, assessment of potential site hazards, decontamination procedures, and emergency procedures.

Applicability of provisions of the HASP extends to all EEI employees, contractors, subcontractors, government employees, invitees, licensees, visitors, and all other persons who are on the site.

All EEI employees and employees of contractors shall operate within the current OSHA laws and regulations including Parts 1926 and 1910.120, the OSHA HAZWOPER Standard, within all applicable EPA laws and regulations, and all other applicable federal, state and local laws and regulations.

All personnel on site, contractors and subcontractors included, shall be informed of the site emergency response procedures and any potential fire, explosion, toxic, health, physical, or safety hazards of the operation.

This plan must be reviewed and be signed by all personnel prior the start of work (Attachment 3). Contractors, if they so desire, are permitted to adopt a HASP that is more protective than this HASP but at no time shall a less protective HASP be used by any contractor.

During development of this plan, consideration was given to current safety standards as defined by EPA/OSHA/NIOSH, health effects and standards for known contaminants, and procedures designed to account for the potential for exposure to unknown substances. Specifically, the following reference sources have been consulted and followed whenever applicable:

- U.S. OSHA Title 29 CFR 1910.120, 1000, and other applicable sections of Title 29 Section 1910
- Resource Conservation and Recovery Act, Subtitle C, Section 3004
- U.S. EPA Title 40 CFR Parts 264, 270 and 311
- State of Ohio Statutes and Regulations
- U.S. EPA, OERR ERT Standard Operating Safety Guides
- OSHA/NIOSH/EPA/USCG Occupational Health and Safety Guidelines.
- National Institute for Occupational Safety and Health (NIOSH) Pocket Guide to Chemical Hazards

- American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values (TLVs)

Beyond requirements imposed by regulation, general principles of good industrial and chemical hygiene practice and sound occupational and environmental safety practice are also applicable at all times and in all situations that may be present at the site.

2.0 KEY PERSONNEL/IDENTIFICATION OF HEALTH AND SAFETY PERSONNEL

2.1 Regulatory Agencies

The following agencies have regulatory jurisdiction over the planned activities and personnel at the site:

- United States Environmental Protection Agency
- Tennessee Department of Environment and Conservation
- United States Department of Labor, Occupational Safety and Health Administration.

2.2 Site Specific Health and Safety Personnel

The Project Manager assigned to this removal activity has primary and general responsibility for ensuring that the provisions of this HASP are adequate and implemented in the field. However, a Site Safety Officer may be assigned to monitor safety and compliance throughout the project. The Site Safety Officer shall report any and all safety concerns to the Project Manger, facility owner/management, or client contact immediately upon discovery. The Site Safety and Health Officer shall have the authority to “stop work” if deemed warranted due to an imminent danger to human health or the environment. Work will not recommence until all EEI and client representatives are satisfied that the danger has been adequately controlled.

2.3 Organizational Responsibility

EEI shall have site responsibility and authority for ensuring safety and health during the removal of wastes. The client has the right to audit the health and safety plan of the contractor at any time during the performance of onsite work activities. Any violations noted by the client shall be corrected immediately.

3.0 WORK ZONES

Following characterization, work zones should be clearly delineated prior to the operations. One of the basic elements of an effective site control program is the delineation of work zones at the site. The purpose of establishing work zones is to:

- Reduce the accidental spread of hazardous substances by workers or equipment from the contaminated areas to the clean areas;
- Confine work activities to the appropriate areas, thereby minimizing the likelihood of accidental exposures;
- Facilitate the location and evacuation of personnel in case of an emergency; and
- Prevent unauthorized personnel from entering controlled areas.

The Exclusion Zone is the area where contamination is either known or expected to occur and where the greatest potential for exposure exists. The outer boundary of the Exclusion Zone, called the Hotline, separates the area of contamination from the Contamination Reduction Zone. The Hotline should initially be established by visually surveying the site and determining the extent of hazardous substances, discoloration, or any drainage, leachate, or spilled material present.

The Contamination Reduction Zone is the area in which decontamination procedures take place. It is the transition area between the Exclusion Zone and the Support Zone. The purpose of the Contamination Reduction Zone is to reduce the possibility that the Support Zone will become contaminated or affected by the site hazards.

The Support Zone is the uncontaminated area where workers are unlikely to be exposed to hazardous substances or dangerous conditions. Because the Support Zone is free from contamination, personnel working within it may wear normal work clothes. Any potentially contaminated clothing, equipment, and samples (outer containers) should remain inside the Contamination Reduction Zone or the Exclusion Zone.

4.0 TASK/OPERATION SAFETY AND HEALTH RISK ANALYSIS

4.1 Ventilation and Environmental Control Technology

It is a well-accepted principle of industrial hygiene and occupational health compliance that the use of personal protective equipment is the last line of protection against occupational health hazards. Any ventilation systems in place shall be used at all times during identification, segregation and packaging activities.

4.2 Waste Characteristics

Table 1 presents the types of waste material that could potentially be onsite. Each waste category is identified by its Department of Transportation Hazard Class and its EPA Hazard Code.

4.3 Toxic Risk Analysis of Removal Operations

The evaluation of toxic hazards is based upon EEI experience and anticipated risks posed by the specific operation during all removal activities. The following subsections describe each task/operation in terms of the specific hazards associated with it. In addition, the protective measures to be implemented during completion of those operations are also identified.

The following tasks or unit operations may occur:

- Materials handling (unloading), including small containers and full bulk containers of waste
- Segregation and packaging of hazardous materials/wastes
- Bulking/consolidating selected wastes (i.e. solvents/fuels, oils, and antifreeze)
- HAZCAT analysis

4.4 Chemical Hazards

The major chemical hazards expected to be encountered during work at the sites are:

SOLVENTS (volatile aliphatic and aromatic hydrocarbons, halogenated hydrocarbons)
Minor acute (short term) exposure to solvents may result in fatigue, and also in dizziness or confusion, which may manifest itself as accident proneness. Chronic (long term) exposure may cause dermatitis, decreased neurological function, and aggravation of existing respiratory conditions. Moderate to severe acute exposure may result in more pronounced dizziness and breathing difficulties associated with pulmonary edema or the aggravation of existing respiratory conditions such as asthma or emphysema.

PESTICIDES AND OTHER POISONS
Though normal contact with pesticides and other poisons at these events will be very minimal, exposure associated with an unanticipated spill might produce a wide variety of respiratory or neurological symptoms. EEI personnel will be advised to be very aware of any unusual symptoms in themselves and their fellow workers following any non-routine exposure, no matter how slight, to any poison or suspected poison.

ACIDS AND BASES
Skin contact with an acid or a base may cause chemical burns. Inhalation of vapors from a strong acid or base may cause pulmonary edema (fluid in the lungs), which may occur immediately, or many hours later. Protection from inhalation exposure may be accomplished by the wearing of a respirator with ***acid gas*** cartridges. Personnel who suspect that they may have breathed acidic or caustic vapors should notify their Lead Tech, and should be alert for the next 24 hours to any delayed onset respiratory symptoms, and should be prepared to seek medical attention in the event that symptoms are noticed.

Inhalation and dermal contact are the primary exposure pathways for these chemicals. It is not anticipated that concentrations of any chemical will reach the permissible exposure limit (PEL). Protective clothing will be mandatory for field personnel working at the site. Respirators will be within easy reach should irritating odors be detected or irritation of the respiratory tract occur. At such a time, personnel will evacuate the area or don respirators without waiting for instruction.

4.5 Task Hazard Analysis

Table 3.1 below gives the hazards expected with each task associated with the removal of waste materials from the site and the minimum level of personal protective equipment (PPE). Levels may be upgraded as appropriate based upon chemicals present, site conditions or as directed by the Project Manager or client representative.

TABLE 4.1. HAZARD EXPECTED AND LEVEL OF PPE

Task	Hazard	Minimum PPE
Materials handling	Sprains/strains; slip trip fall; foot hazard; leaking/damaged containers; chemical contact and exposure; heat-related illness	Level D (Tyvek coverall; steel-toes; safety glasses, latex/nitrile gloves)
Segregation and packaging	Leaking/damaged containers; chemical contact and exposure	Level D (Tyvek coverall; steel-toes; safety glasses, latex/nitrile gloves)
Bulking/consolidating	Open containers; splash; sprains/strains; slip trip fall; foot hazard; leaking/damaged containers; chemical contact and exposure; heat-related illness	Level D (Tyvek coverall; steel-toes; safety glasses, face shield; butyl/Viton gloves, apron APR as warranted or directed)
HAZCAT analysis	Open containers; splash; leaking/damaged containers; chemical contact and exposure	Level D (Tyvek coverall; steel-toes; safety glasses, latex/nitrile gloves, APR as warranted or directed

4.6 Heat Stress

Physical work during hot weather conditions may lead to heat stress to the worker. The threat of heat stress is exacerbated when personal protective equipment is used in conjunction with the work. The risk of heat stress increases with the increase in level of protective equipment.

The reason is that the human body can function well only within a narrow range of internal body temperature (97-100 degrees Fahrenheit in the normal, healthy range). Hard work (higher metabolism) and outside environmental factors (hot sun, fire, high humidity, etc.) will cause the body temperature to rise. The body will seek to compensate by triggering cooling mechanisms to dissipate the build-up of body heat. There are two basic ways the body cools itself:

1. Perspiration or the release of water as sweat through the skin and sweat glands. Once released, the sweat will evaporate into the atmosphere, thereby cooling the skin and body through absorption of heat of vaporization. This is the primary cooling mechanism.

2. Changes in blood flow to dissipate internal heat by convection. This is observed as the "flushing" or reddening of skin in severe cases of heat stress.

Protective equipment work around the body while providing protection against toxic chemicals, effectively interferes with the evaporation of perspiration and the convection of heat away from the body. The humidity inside a protective suit builds up rapidly and the liquid sweat collects inside the suit, around the shoes and cannot provide cooling by absorbing the heat of vaporization.

All employees who are required to use personal protective equipment will be trained in the recognition and prevention of heat stress.

Major Heat Stress Disorders

Heat cramps: These are painful spasms that occur in the skeletal muscles of workers who have been losing sweat over a period of time. Essential salts or electrolytes are lost through sweating and if they are not replaced, heat cramps will set in. Fatigued muscles are prone to heat cramps that prevent heat cramps as no salt is replaced. Heat cramps may be prevented by drinking electrolytically balanced solutions that are commercially available (e.g. Gatorade) and by the eating of regular meals that contain salt.

Heat exhaustion (heat syncope): This is characterized by weakness, fatigue, dizziness, nausea, and headache. Symptoms may begin mild and progress to severe. In serious cases, the worker may vomit or lose consciousness. The skin of the affected worker is moist and clammy. Complexion is pale or flushed. Body temperature is normal or slightly higher than normal. This condition is caused by the flow of blood in dilated blood vessels of skin and lower parts of body, away from the head and brain. The worker suffering from heat exhaust must be immediately removed to a cool place, be placed lying down, and be allowed to cool off. When conscious, water can be given. Mild cases recover quickly while severe cases may require rest for several days. There are no permanent effects.

Heat stroke: This is a very serious condition that often leads to death. Heat stroke occurs when the body's heat regulation mechanism fails. This means that sweating will stop and the internal body temperature will rise rapidly. The skin is very dry and very hot to the touch. The skin may appear red, mottled, or bluish in appearance. The victim is literally over-heating inside with no ability to cool off. Unconsciousness, mental confusion, and convulsions may occur. Permanent brain damage and death can occur. The body cannot withstand overheating for any length of time. The victim must be removed to a cool place and cooled down artificially, but not too rapidly. Gently and gradually apply water to face, hands, arms, legs and other exposed body surfaces. Fan the person to help gradual evaporation of water. Next, wet whole body and continue cooling by fanning. Call for ambulance and medical assistance.

4.7 Cold Stress

Cold stress occurs when the worker must work outside under winter conditions. When exposed to a cold environment, the body will increase its rate of metabolism to generate more heat. Shivering is one way of increasing metabolism. Yet the extremities may still be chilled and may suffer frostbite. Frostbite causes the skin of the affected area to turn white or gray; pain may be felt initially but may disappear and the area may just feel numb. Severe injury may result when the extremity starts to freeze. Cold stress is exacerbated by high wind velocity (wind chill) and when the body is wet or soaked with water.

Workers must keep their core body temperature above 98.6 degrees Fahrenheit. A lowering of the core body temperature is also called hypothermia. Any lower core body temperature will cause loss of mental alertness, reduction in rational decision making ability, loss of consciousness, and death in extreme cases (at about 78 degrees Fahrenheit of core body temperature). Hypothermia victims may experience a false sensation of external warmth while the internal body temperature is falling dangerously.

Victims of frost bite and hypothermia must be removed to a warm room and the affected areas must be warmed quickly. This can be done by immersion in warm, but not hot water.

When working outside in moderately cold weather, the worker must dress warmly and keep dry. Work outside should be suspended in extreme cold and when there is a high wind chill.

5.0 PERSONNEL TRAINING REQUIREMENTS

In accordance with OSHA's 29 CFR 1910.120 regulation covering Hazardous Waste Operations and Emergency Response, all site personnel are required to be trained in accordance with the standard. At a minimum, all personnel are required to be trained to recognize the hazards on-site, the provisions of the HASP, and the responsible personnel. Furthermore, all personnel shall be trained in the provision of the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

5.1 Pre-assignment and Annual Refresher Training

Prior to arrival on-site, EEI and every contractor will be responsible for certifying its employees meet the requirements of pre-assignment training. Consistent with OSHA 29 CFR 1910.120 (e) (3), each employee should be able to provide a document certifying dates of training for general site workers. All Personnel must receive 8 hours of annual refresher training.

5.2 Medical Surveillance

All EEI personnel engaged in work at the sites that involve the use of a respirator participate in a medical surveillance program. EEI employees must be cleared by an examining physician to wear a respirator and personal protective equipment, should the need arise, while performing work at the site.

5.3 Respiratory Protection Program

EEI personnel wearing air-purifying respirators onsite should be properly trained, fit-tested and certified for use of the respirator. All respirators are to be decontaminated at the end of each workday. Persons with beards or facial hair will not be permitted to wear a respirator if a proper mask-to-face seal cannot be demonstrated by a fit test.

6.0 PERSONAL PROTECTIVE EQUIPMENT

This section describes the general requirements of the EPA designated Levels of Protection (A-D), and the specific levels of protection required for each task at the site.

6.1 Levels of Protection

Personnel wear protective equipment when response activities involve known or suspected atmospheric contamination, when vapors, gases, or particulates may be generated by site activities, or when direct contact with skin-affecting substances may occur. Full face-piece respirators protect lungs, gastrointestinal tract, and eyes against airborne toxicants.

Chemical-resistant clothing protects the skin from contact with skin-destructive and absorbable chemicals.

The specific levels of protection and necessary components for each have been divided into four categories according to the degrees of protection afforded:

Level A (if the need for Level A is expected or possible, a Site-Specific HASP should be generated): Should be worn when the highest level of respiratory, skin, and eye protection is needed. Should be used when first entering an unknown environment that is deemed to be hazardous. The use of Level A protection is anticipated for the site characterizations operations at the site of waste streams and residues that are unknown.

Level B: Should be worn when the highest level of respiratory protection is needed, but a lesser of skin protection. Level B is the primary level of choice when encountering high hazardous environments that have previously been assessed or characterized.

Level C: Should be worn when the criteria for using air purifying respirators are met, and a lesser level of skin protection is needed. Will not protect against oxygen deficient atmosphere or atmospheres containing high levels of toxic airborne contaminants. Consult OSHA regulations on permissible exposure levels and respirator protection factors.

Level D: Should be worn only as a work uniform and not in any area with respiratory or skin hazards. It provides minimal protection against chemical hazards.

Modifications of these levels are permitted, and routinely employed during site work activities to maximize efficiency. For example, Level C respiratory protection and Level D skin protection may be required for a given task. Likewise the type of chemical protective ensemble (i.e., material, format) will depend upon contaminants and degrees of contact.

The Level of Protection selected is based upon the following:

- Type and measured concentration of the chemical substance in the ambient atmosphere and its toxicity.
- Potential for exposure to substances in air, splashes of liquids, or other direct contact with material due to work being done.
- Knowledge of chemicals on-site along with properties such as toxicity, route of exposure, and contaminant matrix.

In situations where the type of chemical, concentration, and possibilities of contact are not known, the appropriate Level of Protection must be selected based on professional experience and judgment until the hazards can be better identified. The Health and Safety Officer shall review all decisions on the use of personal protective equipment, with the concurrence of the Health and Safety Director.

6.2 Level A Personal Protective Equipment

The use of Level A is not expected on this project. Level A consists of a fully encapsulated, multiple lined chemical resistant suit used in combination with a self-contained breathing air apparatus.

6.3 Level B Personal Protective Equipment

Full face-piece, supplied-air respirator (NIOSH approved) should be used. Respirators may be positive pressure-demand, self-contained breathing apparatus (SCBA), or positive pressure-demand, airline respirator (with escape bottle for IDLH or potential for IDLH atmosphere).

- Chemical-resistant clothing (overall and long-sleeved jacket; hooded, one or two-piece chemical-splash suit; disposable chemical-resistant, one-piece suits)
- Gloves (outer), chemical-resistant
- Gloves (inner), chemical-resistant
- Boots (outer), chemical-resistant, steel toe and shank
- Boot covers (outer), chemical-resistant (disposable)

The use of Level B is not anticipated during the course of this work.

6.4 Level C Personal Protective Equipment

- Full face-piece, air-purifying respirator, with canister or cartridge filter.
- Chemical-resistant clothing (overalls and long sleeved jacket; hooded, one or two-piece chemical splash suit, disposable chemical resistant one-piece suit).
- Inner and outer chemical resistant gloves.

OPTIONAL EQUIPMENT

- Coveralls
- Disposal boot covers
- Escape respirator
- Long cotton underwear (for cold weather service)

The use of level C may be required during course of this work.

6.5 Level D Personal Protective Equipment

- Uniform or work clothes
- Safety boots/shoes
- Safety glasses or chemical goggles
- Nitrile/latex gloves

OPTIONAL EQUIPMENT

- Chemical resistant gloves (inner/outer)
- Escape respirator
- Face shield and goggles

The use of Level D may be used during truck loading operations

6.6 Reassessment of Protection Program

The Level of Protection provided by PPE selection shall be upgraded or downgraded based upon a change in site conditions or findings of investigations.

When a significant change occurs, the hazards should be reassessed. Some indicators of the need for reassessment are:

- Commencement of a new work phase, such as the start of drum sampling or work that begins on a different portion of the site.
- Change in job tasks during a work phase.
- Change of season/weather.
- When temperature extremes or individual medical considerations limit the effectiveness of PPE.
- Contaminants other than those previously identified are encountered.
- Change in ambient levels of contaminants.
- Change in work scope which effects the degree of contact with contaminants.

6.7 Work Mission Duration

Before the workers actually begin work in the PPE ensembles, the anticipated duration of the work mission should be established. Several factors limit mission length, including:

- Air supply consumption (SCBA use).
- Suit/Ensemble permeation and penetration rates for chemicals (Section 5.8).
- Ambient temperature and weather conditions (heat stress, cold stress).
- Capacity of personnel to work in PPE.

6.8 Chemical Resistance and Integrity of Protective Material

Information regarding the integrity and limitations of personal protective clothing has been obtained from the manufacturer of each particular piece of equipment. PPE used for this project has been chosen with the following considerations:

- Chemical degradation i.e., Saranex, tyvek, neoprene gloves, etc.
- Protective clothing permeability, and chemical resistance.
- Effects of temperature extremes on personal protective clothing.

All personnel have been trained on the fact that no PPE is impermeable forever. Each piece of equipment provides protection from specific substances for a limited amount of time. When that time is reached, breakthrough will occur and the protective equipment must be replaced.

6.9 Standard Operating Procedures for Respiratory Protection Devices

The following subsections define standard operating procedures for air purifying respirators and self-contained breathing apparatus.

6.9.1 Cleaning and Disinfecting Self Contained Breathing Apparatus

Cleaning procedures for Self-Contained Breathing Apparatus (SCBA) face-pieces are identical to those for Ultratwin APRs. The back piece is cleaned with cleaning solution and a brush. Following cleaning, the face-piece is combined with the regulator and an operational check is performed.

6.9.2 SCBA Inspection & Checkout

SCBA's should be checked before each use and at the minimum once every month when not in active use. The directions of the manufacturer should be followed in the first place. Furthermore, the following general points should also be checked:

1. Check cylinder label for current hydrostatic test date.
2. Inspect cylinder for large dents or gouges.
3. Inspect cylinder gauge for damage.
4. Complete routine inspection of entire assembly.
5. Fill out the appropriate records with results and recommendations.

Pre-use Inspection: Perform immediately prior to donning or after cleaning.

1. Before proceeding, check that the:

- High-pressure hose connector is tight on cylinder fitting.
- By-pass valve is closed.
- Mainline valve is closed.
- Regulator outlet is not covered or obstructed.

2. Backpack and harness assembly:

- Visually inspect straps for wear, damage, and completeness.
- Check wear and function belt.
- Check backplate and cylinder holder for damage.

3. Cylinder and high pressure hose assembly:

- Check cylinder to assure that it is firmly attached to backplate.
- Open cylinder valve; listen or feel for leakage around packing and hose connection.
- Check high pressure hose for damage or leaks.

4. Check Regulator in accordance with manufacturer's instructions.

5. Face-piece and corrugated breathing hose:

- Inspect for damage, serrations, and deteriorated rubber.
- Inspect lens for damage and proper seal in face-piece.
- Inspect exhalation valve for damage and dirt build-up.
- Stretch breathing hose and carefully inspect for holes and deterioration.
- Inspect connector for damage and presence of washer.
- Perform negative pressure test with face-piece donned.

6. Prior to storage of SCBA follow all of manufacturer's instructions for storage and refill cylinder to full charge.

6.10 Procedures for Use of Personal Protective Clothing

Chemical Protective Clothing:

Determine that the clothing material is correct for the specified task at hand.
- Visually inspect for:
    - imperfect seams
    - non-uniform coatings
    - tears
    - malfunctioning
    - For Level A Clothing check for pinholes.

    Flex products:
    - observe for cracks
    - observe for other signs of self-deterioration.

If the product has been used previously, inspect inside and out for signs of chemical attack:
- discoloration
- swelling
- stiffness

During the work task, periodically inspect for:
- Evidence of chemical attack such as discoloration, swelling, stiffening, and softening. Keep in mind, however, that chemical permeation can occur without any visible effects.
- Failure of items that require good seal.
- Tears
- Punctures
- Seam Discontinuities

Gloves:

Before use, visually inspect for:
- imperfect seams
- tears, abrasions
- non-uniform coating
- if possible, pressurize glove with air; listen for pin-hole leaks.

7.0 MEDICAL SURVEILLANCE REQUIREMENTS

This medical monitoring program is designed to track the physical condition of employees on a regular basis as well as survey pre-employment or baseline conditions prior to potential exposures from removal operations at the site.

7.1 Baseline Monitoring

Prior to being assigned to the site for removal operations, every employee must receive a pre-assignment or baseline physical. The contents of the physical are to be determined by the medical consultant, an occupational physician, retained to provide medical expertise for the removal operation. Per the NIOSH/OSHA/USCG/EPA's Occupational Safety & Health Guidance Manual for Hazardous Waste Site Activities, the minimum medical monitoring requirements for work at the Site area as follows:

- Complete medical and work histories.
- Physical examination.
- Pulmonary function tests (FVC and FEV1).
- EKG.
- Eye examination and visual acuity.
- Urinalysis.
- Blood chemistry, including hematology, serum analysis, and heavy metals toxicology.

The pre-assignment physical should categorize employees as fit-for-duty and able to wear respiratory protection.

7.2 Periodic Monitoring

In addition to a baseline physical, all employees require a periodic physical within the last 12 months unless the physician believes a shorter interval is appropriate. The employer's medical consultant should prescribe an adequate medical that fulfills OSHA 29 1910.120 requirements. The pre-assignment medical outlined above may be applicable.

7.3 Exposure/Injury/Medical Support

As a follow-up to an injury or possible exposure above established exposure limits, all employees are entitled to and encouraged to seek medical attention and physical testing. Depending upon the type of exposure, it is critical to perform follow-up testing within 24-48 hours. It will be up to the employer's medical consultant to advise the type of test required to accurately monitor for exposure effects.

7.4 Exit Physical

At termination of employment or reassignment to an activity or location that does not represent a risk of exposure to hazardous exposures, an employee shall require an exit physical. If his/her last physical was within the last 6 months, the advising medical consultant has the right to determine adequacy and necessity of exit exam.

8.0 SITE CONTROL MEASURES

The following section defines measures and procedures for maintaining site control. Site control is an essential component in the implementation of the site health and safety program.

8.1 Buddy System

During all activities implementation of a buddy system is mandatory. A buddy system requires at least two people who work as a team; each looking out for each other. For example, Level B operations generally require three people. All tasks to be performed during removal of waste at the site shall utilize the buddy system.

8.2 Site Communications Plan

Successful communications between field teams and contact with personnel in the support roles is essential. The following communications systems will be available during activities at the site.

- Hand Signals
- Telephone

Signal	Definition
Hands clutching throat	Out of air/cannot breath
Hands on top of head	Need assistance
Thumbs up	Ok/I am alright/I understand
Thumbs down	No/negative
Arms waving upright	Send backup support
Grip partners wrist	Exit area immediately

8.3 Nearest Medical Assistance

Medical assistance may be summoned by calling:

SEE ATTACHMENT 1

8.4 Safe Work Practices and Standing Orders

- No smoking, eating, or drinking in exclusion (hot) zone.
- No horseplay.
- Implement the communications system.
- Line of sight must be in position.
- Wear the appropriate level of protection as defined in the HASP.
- All personnel shall remove all contaminated protective equipment before leaving the contamination reduction zone.
- Personnel must thoroughly wash hands and arms before eating, drinking, smoking, or using the restroom.
- All personnel shall know the location of emergency eye wash equipment, fire extinguishers, emergency signaling devices (horns), and supervisory personnel who can provide first aid and additional safety equipment.
- Personnel should be familiar with and adhere to any client imposed safety requirements.

9.0 EMERGENCY RESPONSE/CONTINGENCY PLAN

This section describes contingencies and emergency planning procedures to be implemented at the each site. This plan is compatible with all Federal and most state and local disaster and emergency management plans.

9.1 Pre-Emergency Planning

All employees shall be trained and reminded of provisions of the emergency response plan, communication systems, and evacuation routes. The plan will be reviewed and revised if necessary, on a regular basis. This will ensure that the plan is adequate and consistent with prevailing site conditions.

9.2 Personnel Roles and Lines of Authority

The Project Manager has primary responsibility for responding to and correcting emergency situations. This includes taking appropriate measure to ensure the safety of site personnel and the public. Possible actions may involve evacuation of personnel from the site area. He/she is additionally responsible for ensuring that corrective measures have been implemented, appropriate authorities notified, and follow-up reports completed.

9.3 Emergency Alarm Procedures

In case of emergency, air horns will be located in the exclusion zone. All site personnel should immediately proceed through the contamination reduction zone to the pre-specified rally point.

9.4 Evacuation Routes/Procedures

In the event of an emergency that necessitates an evacuation of the site, the following alarm procedures will be implemented:

1. The worker first detecting the emergency condition will notify his or her immediate supervisor or sound the air horn.
2. The immediate supervisor will notify the Project Manager or client representative.
3. The Project Manager shall have authority to order an evacuation of part of the site or the entire site in consultation with client representative.
4. At the same time, the appropriate public emergency organization (e.g. Fire Department, Ambulance, etc. as listed in Attachment 1) should be notified as warranted. Notification shall be given to the appropriate government agency upon concurrence of client.

Upon notice of evacuation, all personnel will be expected to proceed via the contamination reduction zone to the closest exit with your buddy, and mobilize to the safe distance area associate with the evacuation route. Personnel will remain in that area until Re-entry is authorized or an authorized individual provides further instructions. Safe distances in the event of a major incident involving the release of a volatile toxic chemical shall be at least 100 yards upwind from the point of release. The Project Manager shall exercise professional judgment at the site during the time of the release to extend the distance if necessary.

The authority to order a public evacuation beyond the boundary of the site shall rest with the appropriate representatives of the governmental agencies.

9.5 Emergency Contact/Notification System

The following list provides names and telephone numbers for emergency contact personnel. In the event of a medical emergency, appropriate emergency organization. In the event of a fire or spill, the site supervisor will notify the appropriate local, state, and federal agencies as listed in Attachment 1.

Table 10.2 Public Emergency Organizations

See Attachment 1

9.6 Emergency Medical Treatment Procedures

Any person who becomes ill or injured in the exclusion zone must be decontaminated to the maximum extent possible. If the injury or illness is minor, full decontamination should be completed and first aid administered prior to transport. If the patient's condition is serious, at least partial decontamination should be completed (i.e., complete disrobing of the victim and redressing in clean overalls or wrapping in a blanket.) First aid should be administered while awaiting an ambulance or paramedics. All injuries and illnesses must immediately be reported to the Project Manager.

Any person being transported to a clinic or hospital for treatment should take with them information on the chemical(s) they have been exposed to at the site (i.e. MSDS, waste profile, etc.).

Any vehicle used to transport contaminated personnel will be decontaminated as necessary.

9.6.1 Nearest Medical Facility

Identification to, phone number of and direction to medical clinics or hospitals located closest to the project site are included as Attachment 2.

9.7 Fire or Explosion

In the event of a fire or explosion, the local fire department should be summoned immediately. Upon their arrival, the Project Manager or client representative will advise the fire commander of the location, nature, and identification of the hazardous materials on-site.

If it is safe to do so, site personnel may:

- Use firefighting equipment available on-site to control or extinguish the fire
- Remove or isolate flammable or other hazardous materials which may contribute to the fire.

9.8 Spill or Leaks

In the event of a spill or a leak, site personnel will:

- Inform their supervisor immediately
- Identify the material
- Locate the source of the spillage and stop the flow if it can be done safely
- Immediately initiate containment and recovery

9.9 Emergency Equipment/Facilities

The following emergency equipment shall be maintained on all project sites for all personnel to use:

- First Aid Kit
- Cellular Telephone
- Eye Wash
- Drums and overpacks
- Oil dry
- Absorbent pads
- Shovels and brooms

10.0 MINOR SPILL CONTAINMENT PROGRAM

Minor spills and releases (leaking bottles, drums, etc.) will be managed by designated personnel with coordination through the Project Manager. All absorbent material applied to contain and/or remedy the release will be swept and deposited into a drum for disposal at an appropriate facility. Designated personnel will handle all minor releases (leaking bottles, etc.) with coordination through the Project Manager. All absorbent material applied to contain and/or remedy the release will be swept and deposited into a drum for disposal at an appropriate facility. If possible, the leaking container may be moved to a more secure location for response. The procedures defined in this section comprise the spill containment program in place for activities at the site.

- All drums and containers used during the operations shall meet the appropriate DOT requirements for the waste that they will contain.
- Drums and containers shall be inspected and their integrity assured prior to being moved.
- Drums or containers that cannot be inspected before being moved because of storage conditions, shall be positioned in an accessible location and inspected prior to further handling using mechanical assistance as necessary.
- Employees involved in the drum or container operations shall be warned of the hazards associated with the containers.
- Where spills, leaks, or ruptures may occur, adequate quantities of spill containment equipment (absorbent pads, oil dry, etc.) will be stationed in the immediate area.
- Drums or containers that cannot be moved without failure, shall be emptied into a sound container by pumping, pouring or aspirating.
- Fire extinguishing equipment meeting 29 CFR part 1910. Subpart 1 shall be on hand and ready for use to control fires.

ATTACHMENT 1

Emergency Phone Numbers

In the event of a chemical spill, fire or explosion, the following agencies may be notified by mobile phone and will receive a written incident report as required by regulations.

EEI MANAGEMENT CONTACTS

Dan McCabe, President	(513) 266-3800

NATIONAL HOTLINES

Office of Emergency Services	(800) 852-7550
National Response Center	(800) 424-8802
National Response EPA	(800) 223-0425
Poison Control Center	(800) 222-1222
Pesticide Hotline	(800) 858-7378
DOT HAZMAT Hotline	(800) 467-4922
RCRA Hotline	(800) 424-9346
CHEMTREC	(800) 424-9300
Ecology Spill Response Hotline (24 hr):	(509) 575-2490
Hazardous Materials Information Center	(202) 366-4488

EMERGENCY 911

STATE NUMBERS – TBD

LOCAL POLICE AND FIRE NUMBERS - TBD

ATTACHMENT 2

Maps to Emergency Medical Clinic and/or Hospital

Insert Name, Address, Phone Number and Directions to the emergency medical clinic or hospital nearest to the project site

ATTACMENT 3

HASP Acknowledgment

This plan must be reviewed and be signed by all personnel prior the start of work. Contractors, if they so desire, are permitted to adopt a HASP that is more protective than this HASP but at no time shall a less protective HASP be used by any contractor.

By signing below, you affirm that the contents of this plan have been reviewed and that you understand and will comply with the requirements of this plan. Additionally, I affirm that I have received training commensurate with my responsibilities

Project Manager: _____ Date: _____

Site H & S Officer: _____ Date: _____

Print Name:	Signature:	Organization:

SUPPLEMENTAL TRAINING FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTIONS

I. Items to be considered

1. Types of materials to be collected *(discuss and provide examples for the following)*

    a. Flammables
    b. Oxidizers
    c. Corrosives
    d. Corrosive Base/Acid
    e. PCB's
    f. Materials Containing Mercury (Bulk)
        - Fluorescent Bulbs
        - Elemental Mercury
    g. Batteries Containing Mercury
    h. Lead Acid Batteries
    i. Other Batteries
    j. Asbestos
    k. Propane Cylinders
    l. Other Cylinders
    m. Medicines
    n. Aerosol Cans
    o. Pesticide Solids
    p. Pesticide Liquids
    q. Paint – Quart, Pint, Gallon and 5-Gallon Containers
    r. Smoke Detectors

2. Oil Processing
3. Bulking Solvents
4. Anti-freeze Processing

II. Development of the General Health & Safety Program (HASP)

1. Fire Protection

III. Review of General Layout

1. Lanes
2. Sorting Tables
3. Material Flow

IV. Review of Profiles Assigned for 2014 HHW Collections by Category

1. Oxidizer
2. Lab Pack

3. Flammable Lab Pack
4. Corrosive Lab Pack
5. Bulk
6. Etc.

Note: One profile will be extended to one class for the entire season.

V. Review of Shipping Documents

VI. Review of Weighing Procedures

VII. Review of the Loading Practices

VIII. Review of Acceptable Personnel Conduct On and Off Job Site for EEI Employees and Volunteers

IX. Spill Clean-Up Procedures

1. Vehicle
2. On the Ground
3. Storm Water Protection
4. Sewer Blockages

X. Personal Protective Equipment (PPE)

1. Uniforms
2. Type of Clothing
3. Protective Creams
4. Safety Glasses
5. Hot and Cold Conditions
6. Sunscreens

XI. Typical Supplies List for HHW Event

XII. Typical Report to the Solid Waste Management District

Household Hazardous Waste Collection Events Proposal

Part III: Pricing

The Total Disposal Cost (Part III- Household Hazardous Waste Collection Proposal Price Sheet) should be calculated by using the quantities listed below. The amounts listed below are estimates for price comparison only and are not guaranteed. Note: the quantities are specified in **pounds**, the preferred pricing method, unless otherwise stated. Respondents should also specify in their pricing the amount to be remitted/credited to the LFUCG (if any) for any items that have marketable value such as lead acid batteries.

The estimated amounts on the Pricing Sheet are to be used by LFUCG to compare proposals. The actual characterization of the material collected at the event will likely be different. See Tables 1 – 11 for previous collection totals.

The pricing will go into effect and be used for any future events planned by the LFUCG while the agreement with the selected vendor is in place.

Product category	**Amount**	**Price per unit**	**Total Cost**
Antifreeze	3,200 lbs	$0.22	$704.00
Flammable Solvents Liquids	6,000 lbs	$0.23	$1,380.00
Lab Packs for Treatment/Incineration and Lab Pack Reactives	2,700 lbs	$1.28	$3,456.00
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	110,000 lbs.	$0.23	$25,300.00
Mercury	50 lbs.	$40/Min $250	$2,000.00
Fertilizers & Pesticides	13,000 lbs.	$1.69	$21,970.00
Waxes, Joint Compounds, Latex Adhesives	16,000 lbs.	$0.75	$12,000.00
Consumer Commodity Flammables	10,000 lbs.	$1.28	$12,800.00
Aerosol Cans	5,000 lbs.	$1.00	$5,000.00
Non-Motor Oil Used Oils	7,500 lbs.	$0.20	$1,500.00
Corrosives	2,000 lbs.	$1.28	$2,560.00
Fluorescent bulbs	16,000 feet	$0.25 ft.	$4,000.00
PCB Ballast	100 lbs	$2.90	$290.00
Propane cylinders	1,000 x 1 lb 100 x 20 lb	$4.00 $16.50	$4,000.00 $1,650.00
Total Set Up & Mobilization/Demobilization Cost			$11,000.00
Total Miscellaneous Charges (please detail in below chart)			$9,465.00
Total Labor Charges			$0.00

Total Cost: $119,075

Please complete unit price, total cost per category, and total cost of all categories added together.
For example, 2,000 lbs antifreeze @ $0.12/lb = $240.00

Please list any additional miscellaneous charges in the below chart:

Item	Estimated amount	Price per item or pound	Total estimate
Isocyanate Cylinder	3	$1,600.00 each	$4,800.00
Freon Cylinder	6	$25.00 each	$150.00
Fire Extinguisher	50	$10.00 each	$500.00
Carbon Dioxide Cyl	2	$10.00 each	$20.00
Helium Cylinder	10	$10.00 each	$100.00
Foaming Aerosols	200	$12.00 lb.	$2,400.00
E-Cigarettes	3	$5.50 lb./Min $275	$275.00
Reactives	40	$4.00 lb./Min $225	$225.00
DWW	0	$11.50 lb./Min $225	$225.00
Resins	140	$5.50 lb.	$770.00

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

RFP Number: #44-2022

Date: July 26, 2022

Subject: Hazardous Household Waste Collection Event

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

1. See attached manifest and pricing from last fall event.

2. During the last fall event, 1,288 attending cars come through for service. A total of 71 tons of hazardous waste material were collected at that event.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Environmental Enterprises, Inc.

ADDRESS: 4650 Spring Grove Avenue, Cincinnati, Ohio 45232

SIGNATURE OF BIDDER: _____

Please print or type.

796E V50

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	EXEMPT	1	(800) 424-9300	021666472 JJK

GENERATOR

5. Generator's Name and Mailing Address
EEI - LFUCG - City Dept.
1631 Old Frankfort Pike
Lexington, KY 40504
Generator's Phone: (859) 367-4948

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name
Midwest Environmental Transport, Inc.
U.S. EPA ID Number: OH0000000539

7. Transporter 2 Company Name
U.S. EPA ID Number:

8. Designated Facility Name and Site Address
Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, OH 45232
Facility's Phone: (513) 541-1823
U.S. EPA ID Number: OHD083377010

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	~~UN1057, Lighters, 2.1~~ SR					None
X	UN1978, Propane, 2.1 21-36689-90	002	CF	00600	P	None
X	UN1954, Waste Compressed gas, flammable, n.o.s., 2.1 (Nitrous Oxide) 36691	001	DF	0010	P	~~HHW~~ None
X	~~UN1978, Propane, 2.1~~ SR					None

14. Special Handling Instructions and Additional Information
1. HHLITR ERG # 115
2. HHPROP ERG # 115 24Yd (8X20, 253X1)
3. HHCOMPFL ERG # 115 1x5 (4 CYL)
4. HHPROP ERG # 115

EEI Work Order # 04-153505

Emergency Contact:
CHEMTREC (800) 424-9300 or
(703) 527-3887 CCN836231

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: STEVE RUBARG | Signature | Month 10 | Day 22 | Year 21

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: Ronald Clark | Signature | Month 10 | Day 22 | Year 21

Transporter 2 Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator) | U.S. EPA ID Number

Facility's Phone:

18c. Signature of Alternate Facility (or Generator) | Month | Day | Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
	H050	H141	

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: Claire Doyle | Signature: Claire Doyle | Month 10 | Day 28 | Year 21

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

7965

Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	2 of 6	021666472JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	5 ~~UN1950, Aerosols, flammable, n.o.s., 2.1 LTD. QTY. (each not exceeding 1 L capacity)~~ SK					~~None~~
X	6 UN1954, Compressed gas, flammable, n.o.s., (Mapp Gas Cylinder), 2.1 21-36692	001	DF	0012	P	~~None~~
X	7 ~~UN1950, Aerosols, flammable, n.o.s., 2.1 LTD. QTY. (each not exceeding 1 L capacity)~~ SK					~~None~~
X	8 ~~UN1046, Helium, compressed, 2.2~~ SK					NONE
X	9 UN1044, Fire extinguishers, 2.2 36693	001	DF	0090	P	~~None~~
X	10 UN1956, Compressed gas, n.o.s., ~~(Polymeric MDI)~~, 2.2 36694 (Carbon Dioxide)	001	DF	0010	P	~~None~~
X	11 UN1956, Compressed gas, n.o.s., (Freon), 2.2 36695	001	CF	0500	P	NONE
X	12 UN1072, Oxygen, compressed, 2.2 (5.1) 36696	001	DF	0040	P	NONE
X	13 UN1956, Compressed gas, n.o.s., 2.2 (Nitrogen) 36697	001	DF	0006	P	~~None~~
X	14 ~~UN1993, Flammable liquids, n.o.s., (kerosene, gasoline), 3, PGII~~ SK					~~None~~

32. Special Handling Instructions and Additional Information

5. HHAERO ERG # 126
6. HHMAPPG ERG # 115 1X5(7)
7. HHAEROFM ERG # 126
8. HHHELIUM ERG # 121
9. HHFX ERG # 126 1X55(29)
10. HHFREON ERG # 126 1X5(2)
11. HHFREON ERG # 126 1X4(25X20, 1X1)
12. HHOXYGEN ERG # 122 1X30(4)
13. HHCOMP ERG # 126 1X5(1)
14. HHBFL ERG # 128

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H050			H141
H141	H141	H070	H141

7965

Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	3 of 6	021666472 JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc.
U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name
U.S. EPA ID Number:

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	15 ~~UN1866, Resin solution, flammable, 3, PGII~~ SR					~~None~~
X	16 ~~UN1993, Flammable liquids, n.o.s., (kerosene, gasoline), 3, PGII~~ SR					~~None~~
X	17 ~~UN1263, Paint, 3, PGII LTD. QTY. (Aluminum Paint)~~ SR					~~None~~
X	18 UN1263, Paint, 3, PGII LTD. QTY. (Household Paint) 21-36698	001	CF	0600	P	~~None~~
X	19 ~~RQ, UN3021, Pesticides, liquid, flammable, toxic, n.o.s., (malathion chlordane), 3 (6.1), PGII~~ SR					~~None~~
X	20 UN1993, Flammable liquids, n.o.s., (paint, paint thinner), 3, PGII 36699-00	002	DF	0100	P	~~None~~
X	21 UN1325, Flammable solids, organic, n.o.s., (magnesium metal), 4.1 PGII 36702	001	DF	0010	P	~~None~~
X	22 ~~UN2813, Water-reactive solid, n.o.s., (Calcium Carbide, Sodium), 4.3, PGII~~ SR					~~None~~
X	23 ~~UN1479, Oxidizing solid, n.o.s., (chlorine), 5.1, PGII~~ SR					~~None~~
X	24 ~~UN3139, Oxidizing liquid, n.o.s., (hypochlorite solution), 5.1, PGII~~ SR					~~None~~

32. Special Handling Instructions and Additional Information

15. HHRESINS ERG # 127
16. HHBFL ERG # 128
17. HHALUM ERG # 127
18. HHPNT ERG # 127 NXd
19. HHPLIQ ERG # 131
20. HHFLLP ERG # 128 NX55
21. HHFSLP ERG # 133 NX5
22. HHDWW ERG # 138
23. HHOXLPS ERG # 140
24. HHOXLPL ERG # 140

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H110 | H061 | H141

7965

Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	4 of 6	021666472JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	25 ~~UN2468, Trichloroisocyanuric acid, dry, (Trichloroisocyanuric Acid), 5.1, PGII~~ SR					~~None~~
X	26 ~~UN3105, Organic peroxide type D, liquid, (methyl ethel ketone peroxide), 5.2~~ SR					~~None~~
X	27 ~~RQ, UN2588, Pesticides, solid, toxic, n.o.s., (daizinon, sevin), 6.1, PGII~~ SR					~~None~~
X	28 ~~UN2811, Toxic solids, organic, n.o.s., (trichlorophenol, pentachlorophenol), 6.1, PGII~~ SR					~~None~~
X	29 UN3080, Isocyanates, toxic, flammable, n.o.s., 6.1 (3), PGII 2436703	001	DF	0075	P	~~None~~
X	30 ~~UN3288, Toxic solid, inorganic, n.o.s., (lead, chromium), 6.1, PGII~~ SR					~~None~~
X	31 ~~UN3288, Toxic solid, inorganic, n.o.s., (nickel cadmium battery), 6.1, PGII~~ SR					~~None~~
X	32 ~~UN1588, Cyanides, inorganic, solid, n.o.s., 6.1, PGII~~ SR					~~None~~
X	33 ~~RQ, UN2809, Mercury, 8 (6.1), PGIII~~ SR					~~None~~
X	34 ~~UN3266, Corrosive liquid, basic, inorganic, n.o.s., (sodium hydroxide, potassium hydroxide), 8, PGII~~ SR					~~None~~

32. Special Handling Instructions and Additional Information

25. HHTICN	ERG # 140	29. HHDIOX	ERG # 154	32. HHCYAN	ERG # 157
26. HHOPER	ERG # 145	29. HHISO	ERG # 155 1X10	33. HHMERC	ERG # 172
27. HHPSOL	ERG # 151	30. HHTXLP	ERG # 151	34. HHALLP	ERG # 154
		31. HHNICD	ERG # 151		

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
H141

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTE 850

7968

Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	5 of 6	021Ce1d0472JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	35 ~~RQ, UN2794, Batteries, wet, filled with acid, 8, PGIII~~ SR					None
X	36 RQ, UN3264, Corrosive liquid, acidic, inorganic, n.o.s, (hydrochloric acid, sulfuric acid), 8, PGII 21-367083-04	002	DF	0100	P	None
X	37 ~~UN3090, Lithium metal batteries including lithium alloy batteries, lithium Batteries, 9, PGII~~ SR					None
X	38 ~~UN3091, Lithium metal batteries contained in equipment including lithium alloy batteries, 9, PGII~~ SR					None
X	39 ~~NA2212, Asbestos, 9, PGIII~~ SR					None
	40 ~~Non-regulated (fluorescent lamps)~~ SR					Universal
	41 ~~Non-regulated (Fire Fighting Foam)~~ SR					None
	42 ~~Non-regulated (household batteries)~~ SR					None
	43 ~~Non-regulated (antifreeze)~~ SR					None
	44 ~~Non-regulated (Non PCB Light Ballast)~~ SR					None

32. Special Handling Instructions and Additional Information

35. HHPBAC ERG # 154
36. HHACLP ERG # 154 245
37. HHLIBT ERG # 138
38. HHECIG
39. HHASB ERG # 171
40. HHFLOR
41. HHAFFF
42. HHBAT
43. HHANTI
44. HHNBALL

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
H070

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

7965

Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	6 of 6	021666472JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
	45 ~~Non-regulated (household cleaners)~~ SR					~~None~~
	46 ~~Non-regulated (fluorescent lamps)~~ SR					~~Universal~~
	47 Non-regulated (putty and adhesives) 21-36705	001	DF	0050	P	~~None~~
	48 ~~Non-regulated (oil filters)~~ SR					~~None~~
	49 Non-regulated (used oil) 36705-08	003	DM	0125	G	~~None~~
	50 ~~Non-regulated (used oil)~~ SR					~~None~~
	51 ~~Non-regulated (Smoke Detectors)~~ SR					~~None~~
	52					
	53					
	54					

32. Special Handling Instructions and Additional Information
45. HHCLNR
46. HHFLOR
47. HHPUTY 1X55
48. HHOFIL
49. HHOIL 3X55
50. HHOIL
51. HHSMOK

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
H110 | H141

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEI 852

796E V54

Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	EXEMPT	1	(800) 424-9300	021666470 JJK

5. Generator's Name and Mailing Address
EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504
Generator's Phone: (859) 367-4948

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

7. Transporter 2 Company Name — U.S. EPA ID Number:

8. Designated Facility Name and Site Address
Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, OH 45232
Facility's Phone: (513) 541-1823
U.S. EPA ID Number: OHD083377010

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	RQ, UN1263, Paint, 3, PGII LTD. QTY. (Household Paint) 21-36251-02	052	CF	31500	P	None
	Non-regulated (putty and adhesives) 36303-08	006	CF	4200	P	None
	3.					
	4.					

14. Special Handling Instructions and Additional Information
1. HHPNT ERG # 127
2. HHPUTY
EEI Work Order # 04-153505
Emergency Contact: CHEMTREC (800) 424-9300 or (703) 527-3887 CCN838231

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

GENERATOR

Generator's/Offeror's Printed/Typed Name: HERI KUBERA — Signature: [signature] — Month 10 Day 23 Year 21

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: James Crawford — Signature: [signature] — Month 10 Day 23 Year 21

Transporter 2 Printed/Typed Name — Signature — Month Day Year

DESIGNATED FACILITY

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator) — U.S. EPA ID Number

Facility's Phone:

18c. Signature of Alternate Facility (or Generator) — Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H110	H110		

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: Dale Campbell — Signature: [signature] — Month 10 Day 27 Year 21

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

296E V62

Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	EXEMPT	1	(800) 424-9300	021666468 JJK

GENERATOR

5. Generator's Name and Mailing Address
EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504
Generator's Phone: (859) 367-4948

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name: Midwest Environmental Transport, Inc.
U.S. EPA ID Number: OH0000000539

7. Transporter 2 Company Name
U.S. EPA ID Number

8. Designated Facility Name and Site Address
Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, OH 45232
Facility's Phone: (513) 541-1823
U.S. EPA ID Number: OHD083377010

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	1. RQ, UN1263, Paint, 3, PGII LTD. QTY. (Household Paint) 21-35912-71	060	CF	39000	P	None
	2. Non-regulated (putty and adhesives) ~Void~ Material Not on Truck					None
	3.					
	4.					

14. Special Handling Instructions and Additional Information
1. HHPNT ERG # 127 60Hyd
2. HHPUTY
EEI Work Order # 04-153505
Emergency Contact: CHEMTREC (800) 424-9300 or (703) 527-3887 CCN836231

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Sheri Rubarg
Signature:
Month 10 Day 23 Year 21

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name: Harold A. James II
Signature:
Month 10 Day 25 Year 21
Transporter 2 Printed/Typed Name
Signature
Month Day Year

DESIGNATED FACILITY

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
18b. Alternate Facility (or Generator)
U.S. EPA ID Number
Facility's Phone:
18c. Signature of Alternate Facility (or Generator)
Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H110			

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name: Claire Doyle
Signature:
Month 10 Day 25 Year 21

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

7965 1261

Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	EXEMPT	2	(800) 424-9300	021666725 JJK

GENERATOR

5. Generator's Name and Mailing Address
EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504
Generator's Phone: (859) 367-4948

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

7. Transporter 2 Company Name — U.S. EPA ID Number:

8. Designated Facility Name and Site Address
Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, OH 45232
Facility's Phone: (513) 541-1823

U.S. EPA ID Number: OHD083377010

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	~~UN1263, Paint, 3, PGII LTD. QTY. (Household Paint)~~ SR					None
X	UN1993, Flammable liquids, n.o.s., (kerosene, gasoline), 3, PGII 2F3615T	001	DF	0050	G	None
	Non-regulated (fluorescent lamps) 3615B	001	CW	0220	P	Universal
	~~Non-regulated (used oil)~~ SR					None

14. Special Handling Instructions and Additional Information
1. HHPNT ERG # 127
2. HHBFL ERG # 128 1X55
3. HHFLOR 1XSKID
4. HHOIL

EEI Work Order # 04-~~152543~~ 153505

Emergency Contact: CHEMTREC (800) 424-9300 or (703) 527-3887 CCN836231

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: SHERI RUBERG — Signature: [signature] — Month 10 Day 23 Year 21

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: DAN McCabe — Signature: [signature] — Month 10 Day 23 Year 21

Transporter 2 Printed/Typed Name — Signature — Month Day Year

DESIGNATED FACILITY

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator) — U.S. EPA ID Number

Facility's Phone:

18c. Signature of Alternate Facility (or Generator) — Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H	H061	H141	

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: Claire Doyle — Signature: [signature] — Month 10 Day 26 Year 21

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

Please print or type. 7965 Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	2 of 2	021666725JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter _____ Company Name: Midwest Environmental Transport, Inc.
U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name
U.S. EPA ID Number

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes		
	5 Non-regulated (antifreeze)	001	TP	0080	G	None		
	6							
	7							
	8							
	9							
	10							
	11							
	12							
	13							
	14							

32. Special Handling Instructions and Additional Information
5. HHANTI 1 X TOTE 21-361159

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

GENERATOR

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name: DAN McCabe
Signature
Month: 10 Day: 23 Year: 21

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name
Signature
Month Day Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
H141

7965 V52

Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	EXEMPT	1	(800) 424-9300	021666474 JJK

GENERATOR

5. Generator's Name and Mailing Address
EEI - LEXCG
1031 Old Frankfort Pike
Lexington, KY 40504
Generator's Phone: (859) 367-4948

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name: Midwest Environmental Transport, Inc.
U.S. EPA ID Number: OH0000000539

7. Transporter 2 Company Name
U.S. EPA ID Number

8. Designated Facility Name and Site Address
Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, OH 45232
Facility's Phone: (513) 541-1823
U.S. EPA ID Number: OHD083377010

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	~~UN1057, Lighters, 2.1~~ 2					None
X	UN1978, Propane, 2.1 2135972	001	CF	0400	P	None
X	~~UN1954, Waste Compressed gas, flammable, n.o.s., 2.1~~ 2					HHW
X	UN1978, Propane, 2.1 35973	001	DM	00150	P	None

14. Special Handling Instructions and Additional Information
1. HHLITR ERG # 115
2. HHPROP ERG # 115 1X4d (18X20)
3. HHCOMPFL ERG # 115
4. HHPROP ERG # 115 1X55 (120X1)

EEI Work Order # 04-153505

Emergency Contact:
CHEMTREC (800) 424-9300 or
(703) 527-3887 CCN836231

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: SHERI RUBERG
Signature
Month 10 Day 23 Year 21

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: Eugene F Joering Jr
Signature
Month 10 Day 23 Year 21

Transporter 2 Printed/Typed Name
Signature
Month Day Year

DESIGNATED FACILITY

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator)
U.S. EPA ID Number
Facility's Phone:

18c. Signature of Alternate Facility (or Generator)
Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
	H050		H050

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: Claire Doyle
Signature: Claire Doyle
Month 10 Day 25 Year 21

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

796E

Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	2 of 6	021ddde474 JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

GENERATOR

	27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
5	X	UN1950, Aerosols, flammable, n.o.s., 2.1 LTD. QTY. (each not exceeding 1 L capacity) 21-3597A-76	003	CF	1500	P	None
6	X	~~UN1954, Compressed gas, flammable, n.o.s., (Mapp Gas Cylinder), 2.1~~ SR					None
7	X	~~UN1950, Aerosols, flammable, n.o.s., 2.1 LTD. QTY. (each not exceeding 1 L capacity)~~ SR					None
8	X	~~UN1046, Helium, compressed, 2.2~~ SR					NONE
9	X	UN1044, Fire extinguishers, 2.2 35977	001	DF	0175	P	None
10	X	~~UN1856, Compressed gas, n.o.s., (Polymeric MDI), 2.2~~ SR					None
11	X	~~UN1956, Compressed gas, n.o.s., (Freon), 2.2~~ SR					NONE
12	X	~~UN1072, Oxygen, compressed, 2.2 (5.1)~~ SR					NONE
13	X	~~UN1956, Compressed gas, n.o.s., 2.2~~ SR					None
14	X	UN1993, Flammable liquids, n.o.s., (kerosene, gasoline), 3, PGII 35978	001	TP	0250	G	None

32. Special Handling Instructions and Additional Information

5. HHAERO ERG # 126 3XYd
6. HHMAPPG ERG # 115
7. HHAEROFM ERG # 126
8. HHHELIUM ERG # 121
9. HHFX ERG # 126 1X55(50)
10. HHFOAM ERG # 126
11. HHFREON ERG # 126
12. HHOXYGEN ERG # 122
13. HHCOMP ERG # 126
14. HHBFL ERG # 128 1XTOTE

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H050 | H141
H061

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

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Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	3 of 6	021616dd474JJK

24. Generator's Name: **EEI - LFUCG**
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter ___ Company Name: **Midwest Environmental Transport, Inc.** — U.S. EPA ID Number: OH0000000539

26. Transporter ___ Company Name — U.S. EPA ID Number:

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	15 ~~UN1866, Resin solution, flammable, 3, PGII~~ SR					None
X	16 ~~UN1993, Flammable liquids, n.o.s., (kerosene, gasoline), 3, PGII~~ SR					None
X	17 ~~UN1263, Paint, 3, PGII LTD. QTY. (Aluminum Paint)~~ SR					None
X	18 ~~UN1263, Paint, 3, PGII LTD. QTY. (Household Paint)~~ SR					None
X	19 RQ, UN3021, Pesticides, liquid, flammable, toxic, n.o.s., (malathion chlordane), 3 (6.1), PGII 21-35479-9	013	DM	2600	P	None
X	20 UN1993, Flammable liquids, n.o.s., (paint, paint thinner), 3, PGII 35992-09	018	DF	3870	P	None
X	21 ~~UN1326, Flammable solids, organic, n.o.s., (magnesium metal), 4.1, PGII~~ SR					None
X	22 ~~UN3132, Water-reactive solid, n.o.s., (Calcium Carbide, Sodium), 4.3, PGII~~ SR					None
X	23 UN1479, Oxidizing solid, n.o.s., (chlorine), 5.1, PGII 36010	001	DF	0170	P	None
X	24 ~~UN3139, Oxidizing liquid, n.o.s., (hypochlorite solution), 5.1, PGII~~ SR					None

32. Special Handling Instructions and Additional Information

15. HHRESINS ERG # 127
16. HHBFL ERG # 128
17. HHALUM ERG # 127
18. HHPNT ERG # 127
19. HHPLIQ ERG # 131 13X55
20. HHFLLP ERG # 128 18X55
21. HHFSLP ERG # 133
22. HHDWW ERG # 138
23. HHOXLPS ERG # 140 1X55
24. HHOXLPL ERG # 140

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter ___ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter ___ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H061 | | | H070 | H061

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	4 of 6	021666647 4 JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	25 ~~UN2468, Trichloroisocyanuric acid, dry, (Trichloroisocyanuric Acid), 5.1, PGII~~ SC					~~None~~
X	26 ~~UN3105, Organic peroxide type D, liquid, (methyl ethyl ketone peroxide), 5.2~~ SC					~~None~~
X	27 RQ, UN2588, Pesticides, solid, toxic, n.o.s., (daizinon, sevin), 6.1, PGII 21-36011-13	003	CF	1800	P	None
X	28 ~~UN2811, Toxic solids, organic, n.o.s., (trichlorophenol, pentachlorophenol), 6.1, PGII~~ SC					~~None~~
X	29 ~~UN3080, Isocyanates, toxic, flammable, n.o.s., 6.1 (3), PGII~~ SC					~~None~~
X	30 ~~UN3288, Toxic solid, inorganic, n.o.s., (lead, chromium), 6.1, PGII~~ SC					~~None~~
X	31 ~~UN3288, Toxic solid, inorganic, n.o.s., (nickel cadmium battery), 6.1, PGII~~ SC					~~None~~
X	32 ~~UN1588, Cyanides, inorganic, solid, n.o.s., 6.1, PGII~~ SC					~~None~~
X	33 ~~RQ, UN2809, Mercury, 8 (6.1), PGIII~~ SC					~~None~~
X	34 UN3266, Corrosive liquid, basic, inorganic, n.o.s., (sodium hydroxide, potassium hydroxide), 8, PGII 36014	001	DM	185	P	None

32. Special Handling Instructions and Additional Information

25. HHTICN ERG # 140
26. HHOPER ERG # 145
27. HHPSOL ERG # 151 3 x YD
28. HHDIOX ERG # 154
29. HHISO ERG # 155
30. HHTXLP ERG # 151
31. HHNICD ERG # 151
32. HHCYAN ERG # 157
33. HHMERC ERG # 172
34. HHALLP ERG # 154 1 X 55

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
H141 H070

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM.

7965

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Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	5 of 6	021666474JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc.
U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name
U.S. EPA ID Number:

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	35 RQ, UN2794, Batteries, wet, filled with acid, 8, PGIII 21-36015	001	CF	1200	P	None
X	36 RQ, UN3264, Corrosive liquid, acidic, inorganic, n.o.s., (hydrochloric acid, sulfuric acid), 8, PGII 36016 77	002	DM	0385	P	None
X	37 ~~UN3090, Lithium metal batteries including lithium alloy batteries, lithium Batteries, 9, PGII~~ SR					None
X	38 ~~UN3091, Lithium metal batteries contained in equipment including lithium alloy batteries, 9, PGII~~ SR					None
X	39 ~~NA2212, Asbestos, 9, PGIII~~ SR					None
	40 ~~Non-regulated (fluorescent lamps)~~ SR					Universal
	41 ~~Non-regulated (Fire Fighting Foam)~~ SR					None
	42 ~~Non-regulated (household batteries)~~ SR					None
	43 ~~Non-regulated (antifreeze)~~ SR					None
	44 ~~Non-regulated (Non-PCB Light Ballast)~~ SR					None

32. Special Handling Instructions and Additional Information

35. HHPBAC ERG # 154 IX yd
36. HHACLP ERG # 154 2X95
37. HHLIBT ERG # 138
38. HHECIG
39. HHASB ERG # 171
40. HHFLOR
41. HHAEFF
42. HHBAT
43. HHANTI
44. HHNBALL

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
H141 | H070

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DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

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Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	6 of 6	021666474 JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc.
U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name
U.S. EPA ID Number:

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
	45 Non-regulated (household cleaners) 21-36018-23	006	DF	1200	P	~~None~~
	46 ~~Non-regulated (fluorescent lamps)~~ SR					~~Universal~~
	47 ~~Non-regulated (putty and adhesives)~~ SR					~~None~~
	48 ~~Non-regulated (oil filters)~~ SR					~~None~~
	49 Non-regulated (used oil) 36024	001	TP	0200	G	~~None~~
	50 ~~Non-regulated (used oil)~~ SR					~~None~~
	51 ~~Non-regulated (Smoke Detectors)~~ SR					~~None~~
	52					
	53					
	54					

32. Special Handling Instructions and Additional Information
45. HHCLNR 6X55
46. HHFLOR
47. HHPUTY
48. HHOFIL
49. HHOIL 1X TOTE
50. HHOIL
51. HHSMOK

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
H110 | | | H141

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM.

7965 V70

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UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	EXEMPT	6	(800) 424-9300	021666473 JJK

GENERATOR

5. Generator's Name and Mailing Address
EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504
Generator's Phone: (859) 367-4948

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name: Midwest Environmental Transport, Inc.
U.S. EPA ID Number: OH0000000539

7. Transporter 2 Company Name
U.S. EPA ID Number

8. Designated Facility Name and Site Address
Environmental Enterprises, Inc.
4850 Spring Grove Avenue
Cincinnati, OH 45232
Facility's Phone: (513) 541-1823
U.S. EPA ID Number: OHD083377010

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	1 UN1057, Lighters, 2.1 21-36309	001	DF	0015	P	None
X	2 UN1978, Propane, 2.1 3631011	002	DM	0200	P	None
X	3 ~~UN1954, Waste Compressed gas, flammable, n.o.s., 2.1~~ SR					HHW
X	4 UN1978, Propane, 2.1 3631/2	001	CF	0400	P	None

14. Special Handling Instructions and Additional Information
1. HHLITR ERG # 115 1X5
2. HHPROP ERG # 115 2X55 (141)
3. HHCOMPFL ERG # 115
4. HHPROP ERG # 115 1Xyd (18)

EEI Work Order # 04-153505

Emergency Contact:
CHEMTREC (800) 424-9300 or
(703) 527-3887 CCN836231

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: STEVE KUBERA
Signature:
Month 10 Day 23 Year 21

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of Entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: [illegible]
Signature:
Month 10 Day 23 Year 21

Transporter 2 Printed/Typed Name
Signature
Month Day Year

DESIGNATED FACILITY

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator)
U.S. EPA ID Number
Facility's Phone:

18c. Signature of Alternate Facility (or Generator)
Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H141	H050		H050

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: Claire Doyle
Signature: Claire Doyle
Month 10 Day 27 Year 21

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

Please print or type. 796E

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	2 of 6	021666473JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	5 UN1950, Aerosols, flammable, n.o.s., 2.1 LTD. QTY. (each not exceeding 1 L capacity) 21-36313	001	CF	0500	P	None
X	6 UN1954, Compressed gas, flammable, n.o.s., (Mapp Gas Cylinder), 2.1 36314	001	DF	0005	P	None
X	7 UN1950, Aerosols, flammable, n.o.s., 2.1 LTD. QTY. (each not exceeding 1 L capacity) 36315-17	003	DF	0150	P	None
X	8 UN1046, Helium, compressed, 2.2 36318	001	CF	0220	P	NONE
X	9 UN1044, Fire extinguishers, 2.2 36319	001	DM	0600	P	None
X	10 ~~UN1956, Compressed gas, n.o.s., (Polymeric MDI), 2.2~~ SR					None
X	11 UN1956, Compressed gas, n.o.s., (Freon), 2.2 36320	001	DM	0120	P	NONE
X	12 ~~UN1072, Oxygen, compressed, 2.2 (5.1)~~ SR					NONE
X	13 UN1956, Compressed gas, n.o.s., 2.2 (Carbon Dioxide) 36321	001	DF	0100	P	None
X	14 UN1993, Flammable liquids, n.o.s., (kerosene, gasoline), 3, PGII 36322	001	TP	0125	G	None

32. Special Handling Instructions and Additional Information

5. HHAERO ERG # 126 | X9
6. HHMAPPG ERG # 115 | X5 (3)
7. HHAEROFM ERG # 126 2X30 | X20
8. HHHELIUM ERG # 121 | X4 (1)
9. HHFX ERG # 126 | X55 (58)
10. HHFOAM ERG # 126
11. HHFREON ERG # 126 | X5 (72)
12. HHOXYGEN ERG # 122
13. HHCOMP ERG # 126 | X20 (8)
14. HHBFL ERG # 128 | X TOTE

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

GENERATOR

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H050	H050	H141	H141	H141
H141		H141	H061	

EPA Form 8700-22A (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

7965

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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	3 of 6	021666473JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	15 UN1866, Resin solution, flammable, 3, PGII 21-36323-24	002	DF	0110	P	None
X	~~16 UN1993, Flammable liquids, n.o.s., (kerosene, gasoline), 3, PGII~~ SR					None
X	~~17 UN1263, Paint, 3, PGII LTD. QTY. (Aluminum Paint)~~ SR					None
X	18 UN1263, Paint, 3, PGII LTD. QTY. (Household Paint) 36325-46	022	CF	14300	P	None
X	19 RQ, UN3021, Pesticides, liquid, flammable, toxic, n.o.s., (malathion chlordane), 3 (6.1), PGII 36347-53	007	DM	0370	P	None
X	20 UN1993, Flammable liquids, n.o.s., (paint, paint thinner), 3, PGII 36354-62	009	DM	1725	P	None
X	21 UN1325, Flammable solids, organic, n.o.s., (magnesium metal), 4.1, PGII 36363	001	DF	0060	P	None
X	~~22 UN2813, Water-reactive solid, n.o.s., (Calcium Carbide, Sodium), 4.3, PGII~~ SR					None
X	23 UN1479, Oxidizing solid, n.o.s., (chlorine), 5.1, PGII 36364	001	DF	0150	P	None
X	24 UN3139, Oxidizing liquid, n.o.s., (hypochlorite solution), 5.1, PGII 36365-66	002	DF	0370	P	None

32. Special Handling Instructions and Additional Information

15. HHRESINS ERG # 127 1X30, 1X22
16. HHBFL ERG # 128
17. HHALUM ERG # 127
18. HHPNT ERG # 127 22442
19. HHPLIQ ERG # 131 7X55
20. HHFLLP ERG # 128 9X55
21. HHFSLP ERG # 133 1X20
22. HHDWW ERG # 138
23. HHOXLPS ERG # 140 1X55
24. HHOXLPL ERG # 140 2X55

Emergency Contact: CHEMTREC (800) 424-9300
CCN836231

GENERATOR

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H141		H110	H061
H061	H141	H070	H070

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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	4 of 6	021Le666473JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	25 ~~UN2468, Trichloroisocyanuric acid, dry, (Trichloroisocyanuric Acid), 5.1, PGII~~ SR					None
X	26 UN3105, Organic peroxide type D, liquid, (methyl ethel ketone peroxide), 5.2 21-36367	001	DF	0008	P	None
X	27 RQ, UN2588, Pesticides, solid, toxic, n.o.s., (daizinon, sevin), 6.1, PGII 36368-69	002	CF	1200	P	None
X	28 ~~UN2811, Toxic solids, organic, n.o.s., (trichlorophenol, pentachlorophenol), 6.1, PGII~~ SR					None
X	29 ~~UN3600, Isocyanates, toxic, flammable, n.o.s., 6.1 (3), PGII~~ UN3288, TOXIC solid, inorganic n.o.s. (lead, chromium), 6.1, PGII 36370	001	DF	0008	P	None
X	30 UN3288, Toxic solid, inorganic, n.o.s., (lead, chromium), 6.1, PGII 36371	001	CF	0100	P	None
X	31 UN3288, Toxic solid, inorganic, n.o.s., (nickel cadmium battery), 6.1, PGII 36372	001	DM	0120	P	None
X	32 ~~UN1588, Cyanides, inorganic, solid, n.o.s., 6.1, PGII~~ SR					None
X	33 RQ, UN2809, Mercury, 8 (6.1), PGIII 36373	001	DF	0025	P	None
X	34 UN3266, Corrosive liquid, basic, inorganic, n.o.s., (sodium hydroxide, potassium hydroxide), 8, PGII 36374-75	002	DM	0310	P	None

32. Special Handling Instructions and Additional Information

25. HHTICN ERG # 140
26. HHOPER ERG # 145 1X20
27. HHPSOL ERG # 151 2X55
28. HHDIOX ERG # 154
29. ~~HHISOCYA~~ ERG # 155 1X55
30. HHTXLP ERG # 151 1X55
31. HHNICD ERG # 151 1X55
32. HHCYAN ERG # 157
33. HHMERC ERG # 172 1X20
34. HHALLP ERG # 154 2X55

Emergency Contact: CHEMTREC (800) 424-9300 CCN836231

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H141	H141		H141
H141	H141	H141	H070 269

GENERATOR | TRANSPORTER | DESIGNATED FACILITY

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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	5 of 6	021666473JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	35 RQ, UN2794, Batteries, wet, filled with acid, 8, PGIII 21-36376	001	CF	0350	P	None
X	36 RQ, UN3264, Corrosive liquid, acidic, inorganic, n.o.s, (hydrochloric acid, sulfuric acid), 8, PGII 36377-78	002	DM	0400	P	None
X	37 UN3090, Lithium metal batteries including lithium alloy batteries, lithium Batteries, 9, PGII 36379	001	DM	0100	P	None
X	38 UN3091, Lithium metal batteries contained in equipment including lithium alloy batteries, 9, PGII 36380	001	DF	0004	P	None
X	~~39 NA2212, Asbestos, 9, PGIII~~ 82					None
	40 Non-regulated (fluorescent lamps) 36381	001	DM	0075	P	Universal
	~~41 Non-regulated (Fire Fighting Foam)~~ 82					None
	42 Non-regulated (household batteries) 36382-83	002	DM	0350	P	None
	43 Non-regulated (antifreeze) 36384	001	TP	0100	G	None
	44 Non-regulated (Non-PCB Light Ballast) 36385	001	DF	070	P	None

32. Special Handling Instructions and Additional Information

35. HHPBAC ERG # 154 1X4
36. HHACLP ERG # 154 2X55
37. HHLIBT ERG # 138 1X55
38. HHECIG 1X5
39. HHASB ERG # 171
40. HHFLOR 1X55
41. HHAFFF
42. HHBAT 2X55
43. HHANTI 1X TOTE
44. HHNBALL 1X30

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H141	H070	H141	H141	
H141		H141	H141	H141

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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	6 of 6	021ele4473JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
	45 Non-regulated (household cleaners) 21-3638691	006	DM	1150	P	None
	46 ~~Non-regulated (fluorescent lamps)~~ SE					Universal
	47 Non-regulated (putty and adhesives) 36392-99	008	CF	4675	P	None
	48 Non-regulated (oil filters) 36400	001	DF	0080	P	None
	49 Non-regulated (used oil) 36401	001	TP	0160	G SE	None
	50 ~~Non-regulated (used oil)~~ SE					None
	51 Non-regulated (Smoke Detectors) 36402	001	DF	0060	P	None
	52 Non-regulated (empty drum)	001	DM	0020	P	NONE
X	53 UN1993, Flammable Liquids, n.o.s. (kerosene, gasoline), 3, PGII 36545	001	DM	354	P	None
	54					

32. Special Handling Instructions and Additional Information

45. HHCLNR 6X55
46. HHFLOR
47. HHPUTY 8X4d
48. HHOFIL 1X20
49. HHOIL 1X TOTE
50. HHOIL
51. HHSMOK 1X30
52 HHMTDM 1X55
53. HHBFL

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H110	H110	H110	H141
H141	H141	H061	

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UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone	4. Manifest Tracking Number
	EXEMPT	6	(800) 424-9300	021666732 JJK

5. Generator's Name and Mailing Address
EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504
Generator's Phone: (859) 367-4948

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name
Midwest Environmental Transport, Inc.
U.S. EPA ID Number
OH0000000539

7. Transporter 2 Company Name
U.S. EPA ID Number

8. Designated Facility Name and Site Address
Environmental Enterprises, Inc.
4650 Spring Grove Avenue
Cincinnati, OH 45232
Facility's Phone: (513) 541-1823
U.S. EPA ID Number
OHD083377010

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	1 UN1950, Aerosols, flammable, n.o.s., 2.1 LTD. QTY. (each not exceeding 1 L capacity) 21-36709-12	004	CF	2000	P	None
X	2 UN1978, Propane, 2.1 36713-14	002	CF	0750	P	None
X	~~UN1057, Lighters, 2.1~~ SR					None
X	~~UN1954, Waste Compressed gas, flammable, n.o.s., 2.1~~ SR					~~HHW~~

14. Special Handling Instructions and Additional Information
1. HHAERO ERG # 126 4X4L
2. HHPROP ERG # 115 2X4L (36X20)
3. HHLITR ERG # 115
4. HHCOMPFL ERG # 115

EEI Work Order # 04-152543

Emergency Contact:
CHEMTREC (800) 424-9300 or
(703) 527-3887 CCN836231

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: SHERI RUBERG
Signature:
Month Day Year: 10 13 21

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name:
Signature:
Month Day Year:
Transporter 2 Printed/Typed Name:
Signature:
Month Day Year:

DESIGNATED FACILITY

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
18b. Alternate Facility (or Generator) U.S. EPA ID Number
Facility's Phone:
18c. Signature of Alternate Facility (or Generator) Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1.	2.	3.	4.
H050	H050		

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name: Claire Doyle
Signature: Claire Doyle
Month Day Year: 10 28 21

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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	2 of 6	021666732-JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

GENERATOR

	27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
5	X	~~UN1950, Aerosols, flammable, n.o.s., 2.1 LTD. QTY. (each not exceeding 1 L capacity)~~ SR					None
6	X	~~UN1954, Compressed gas, flammable, n.o.s., (Mapp Gas Cylinder) 2.1~~ SR					None
7	X	UN1978, Propane, 2.1 21-36715-16	002	DM	0150	P	None
8	X	UN1956, Compressed gas, n.o.s., (Freon), 2.2 36717	001	DF	0090	P	NONE
9	X	~~UN1046, Helium, compressed, 2.2~~ SR					NONE
10	X	UN1044, Fire extinguishers, 2.2 36718	001	DM	0100	P	None
11	X	UN1072, Oxygen, compressed, 2.2 (5.1) 36719	001	DM	0160	P	NONE
12	X	~~UN1956, Compressed gas, n.o.s., 2.2~~ SR					None
13	X	~~UN1324, Compressed gas, n.o.s., (Polymeric MDI), 2.2~~ SR					None
14	X	UN1993, Flammable liquids, n.o.s., (kerosene, gasoline), 3, PGII 36720	001	TP	200	G	None

32. Special Handling Instructions and Additional Information

5. HHAEROFM ERG # 126
6. HHMAPPG ERG # 115
7. HHPROP ERG # 115 1X55(13)
8. HHFREON ERG # 126 1X55(34)
9. HHHELIUM ERG # 121
10. HHFX ERG # 126 1X55(43)
11. HHOXYGEN ERG # 122 1X55(7)
12. HHCOMP ERG # 126
13. HHFOAM ERG # 126
14. HHBFL ERG # 128 1XTOTE

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

34. Transporter _____ Acknowledgment of Receipt of Materials

Printed/Typed Name	Signature	Month	Day	Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

		H050	H141		
H141	H070			H061	273

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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	3 of 6	021666732JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

GENERATOR

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	15 UN1263, Paint, 3, PGII LTD. QTY. (Aluminum Paint) 21-36721	001	DM	0100	P	None
X	16 UN3021, Pesticides, liquid, flammable, toxic, n.o.s., (malathion, chlordane), 3 (6.1), PGII 36722-41	020	DM	3800	P	None
X	17 ~~UN1263, Paint, 3, PGII LTD. QTY. (Household Paint)~~ SR					None
X	18 UN1993, Flammable liquids, n.o.s., (paint, paint thinner), 3, PGII 36742-57	016	DF	3200	P	None
X	19 ~~UN1866, Resin solution, flammable, 3, PGII~~ SR					None
X	20 ~~UN1325, Flammable solids, organic, n.o.s., (magnesium metal), 4.1, PGII~~ SR					None
X	21 ~~UN2813, Water-reactive solid, n.o.s., (Calcium Carbide, Sodium), 4.3, PGII~~ SR					None
X	22 ~~UN2468, Trichloroisocyanuric acid, dry, (Trichloroisocyanuric Acid), 5.1, PGII~~ SR					None
X	23 UN3139, Oxidizing liquid, n.o.s., (hypochlorite solution), 5.1, PGII 36758-61	004	DM	0725	P	None
X	24 UN1479, Oxidizing solid, n.o.s., (chlorine), 5.1, PGII 36762	001	DF	0150	P	None

32. Special Handling Instructions and Additional Information

15. HHALUM ERG # 127 1X55
16. HHPLIQ ERG # 131 20X55
17. HHPNT ERG # 127
18. HHFLLP ERG # 128 16X55
19. HHRESINS ERG # 127
20. HHFSLP ERG # 133
21. HHDWW ERG # 138
22. HHTICN ERG # 140
23. HHOXLPL ERG # 140 4X55
24. HHOXLPS ERG # 140 1X55

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H141	H061	H061	
		H070	H070

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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	4 of 6	021666732JJK

24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter _____ Company Name — U.S. EPA ID Number:

GENERATOR

	27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
25	X	~~UN3105, Organic peroxide type D, liquid, (methyl ethel ketone peroxide), 5.2~~ SR					~~None~~
26	X	~~UN3080, Isocyanates, toxic, flammable, n.o.s., 6.1 (3), PGII~~ SR					~~None~~
27	X	UN2588, Pesticides, solid, toxic, n.o.s., (daizinon, sevin), 6.1, PGII 21-36763-65	003	CF	1850	P	~~None~~
28	X	~~UN1588, Cyanides, inorganic, solid, n.o.s., 6.1, PGII~~ SR					~~None~~
29	X	~~UN3288, Toxic solid, inorganic, n.o.s., (nickel cadmium battery), 6.1, PGII~~ SR					~~None~~
30	X	~~UN3288, Toxic solid, inorganic, n.o.s., (lead, chromium), 6.1, PGII~~ SR					~~None~~
31	X	~~UN2811, Toxic solids, organic, n.o.s., (trichlorophenol, pentachlorophenol), 6.1, PGII~~ SR					~~None~~
32	X	~~UN2911, Radioactive material, excepted package-instruments, (Trillium), 7~~ SR					~~None~~
33	X	UN3264, Corrosive liquid, acidic, inorganic, n.o.s, (hydrochloroic acid, sulfuric acid), 8, PGII 36766-67	002	DM	0385	P	~~None~~
34	X	UN3266, Corrosive liquid, basic, inorganic, n.o.s., (sodium hydroxide, potassium hydroxide), 8, PGII 36768-69	002	DM	0370	P	~~None~~

32. Special Handling Instructions and Additional Information

25. HHOPER ERG # 145
26. HHISO ERG # 155
27. HHPSOL ERG # 151 3 x 1
28. HHCYAN ERG # 157
29. HHNICD ERG # 151
30. HHTXLP ERG # 151
31. HHDIOX ERG # 154
32. HHEXIT
33. HHACLP ERG # 154 2 x 55
34. HHALLP ERG # 154 2 x 55

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H141 | H070 | H070

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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
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24. Generator's Name: EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter ___ Company Name: Midwest Environmental Transport, Inc. — U.S. EPA ID Number: OH0000000539

26. Transporter ___ Company Name — U.S. EPA ID Number:

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
X	35 ~~UN2809, Mercury, 8 (8.1), PGIII~~ SR					None
X	36 UN2794, Batteries, wet, filled with acid, 8, PGIII 21-36770	001	CF	0600	P	None
X	37 ~~UN3090, Lithium metal batteries including lithium alloy batteries, lithium Batteries, 9, PGII~~ SR					None
X	38 ~~NA2212, Asbestos, 9, PGIII~~ SR					None
X	39 ~~UN3091, Lithium metal batteries contained in equipment including lithium alloy batteries, 9, PGII~~ SR					None
	40 Non-regulated (fluorescent lamps) 36771-77	007	CW	1400	P	Universal
	41 Non-regulated (fluorescent lamps) 36778	001	DM	0110	P	Universal
	42 ~~Non-regulated (Non PCB Light Ballast)~~ SR					None
	43 Non-regulated (household cleaners) 36779-86	008	DF	1550	P	None
	44 ~~Non-regulated (oil filters)~~ SR					None

32. Special Handling Instructions and Additional Information

35. HHMERC ERG # 172
36. HHPBAC ERG # 154 1XYd
37. HHLIBT ERG # 138
38. HHASB ERG # 171
39. HHECIG
40. HHFLOR 7X SKID
41. HHFLOR 1X55
42. HHNBALL
43. HHCLNR 8X55
44. HHOFIL

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter ___ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter ___ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

H141			
H141	H141	H110	

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UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)	21. Generator ID Number	22. Page	23. Manifest Tracking Number
	EXEMPT	6 of 6	021666732JJK

24. Generator's Name
EEI - LFUCG
1631 Old Frankfort Pike
Lexington, KY 40504

25. Transporter 1 Company Name
Midwest Environmental Transport, Inc

U.S. EPA ID Number
OH0000000539

26. Transporter _____ Company Name

U.S. EPA ID Number

27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers No.	28. Containers Type	29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
	45 ~~Non-regulated (household batteries)~~ SR					~~None~~
	46 Non-regulated (used oil) 21-36787	001	TP	0250	G	~~None~~
	47 ~~Non-regulated (antifreeze)~~ SR					~~None~~
	48 ~~Non-regulated (used oil)~~ SR					~~None~~
	49 ~~Non-regulated (Fire Fighting Foam)~~ SR					~~None~~
	50 Non-regulated (putty and adhesives) 36788-92	005	CF	3450	P	~~None~~
	51 ~~Non-regulated (Smoke Detectors)~~ SR					~~None~~
	52					
	53					
	54					

GENERATOR

32. Special Handling Instructions and Additional Information
45. HHBAT
46. HHOIL 1XTOTE
47. HHANTI
48. HHOIL
49. HHAFFF
50. HHPUTY 5X4d
51. HHSMOK

Emergency Contact:
CHEMTREC
(800) 424-9300
CCN836231

TRANSPORTER

33. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

34. Transporter _____ Acknowledgment of Receipt of Materials
Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

35. Discrepancy

36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
H141
H110

Household Hazardous Waste Collection Proposal
Part III: Pricing

Products	Amount	Unit Cost	Total Cost
Antifreeze	3,400 lbs	$0.10	$340.00
Flammable Solvents Liquids	7,200 lbs	$0.13	$936.00
Lab Packs for Treatment/Incineration	1,100 lbs.	$1.00	$1100.00
Lab Pack Reactives	500 lbs	$2.75	$1375.00
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers)	120,000 lbs.	$0.20	$24,000.00
NON-LATEX Paint Related Material (Non-Processable pints & quarts)	15,000 lbs.	$0.20	$3000.00
Mercury	75 lbs.	$27.00	$2025.00
Fertilizers & Pesticides	15,000 lbs.	$1.05	$15,750.00
Waxes, Joint Compounds, Latex Adhesives	14,000 lbs.	$0.45	$6300.00
Consumer Commodity Flammables	10,500 lbs.	$1.00	$10,500.00
Aerosol Cans	6,000 lbs.	$0.85	$5100.00
Non-Motor Oil Used Oils	8,000 lbs.	$0.12	$960.00
Corrosives	3,500 lbs.	$1.00	$3500.00
Fluorescent bulbs	4,000 feet	$0.21	$840.00
PCB Ballast	8 lbs	$1.65	$13.20
Propane cylinders	350 x 1 lb	$3.00	$1050.00
Propane cylinders	50 x 20 lb	$10.00	$500.00

Total Disposal Cost Based on Bid Quantity $ 77,289.20

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR ∫ 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR ∫ 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

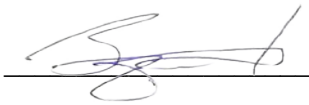
a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



August 9, 2022

Signature Date

AFFIDAVIT

Comes the Affiant, Brian J. DePeel, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Brian J. DePeel and he/she is the individual submitting the proposal or is the authorized representative of Environmental Enterprises, Inc., 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 Central Purchasing 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.

X _____

STATE OF Ohio

COUNTY OF Hamilton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brian J. DePeel on this the 9th day of August, 2022.

My Commission expires: August 7, 2026

_____
NOTARY PUBLIC, STATE AT LARGE

Cheryl L Ruberg
NOTARY PUBLIC
State of Ohio
My Commission Expires 8/7/2026

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.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

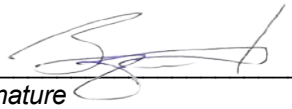
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. 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 knowingly or unknowingly 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.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Environmental Enterprises, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Environmental Enterprises Incorporated

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators	2	2															
Professionals	4	2	1											1			
Superintendents																	
Supervisors	19	13	6														
Foremen																	
Technicians	26	16	2	1		6				1							
Protective																	
Para-	24	17	1			5	1										
Office/Clerical	16	5	9				2										
Skilled Craft	6	6															
Service/Maintena	15	6	5	1	2	1											
Total:	112	67	24	2	2	12	3			1				1			

Prepared by: Barbara Curnutte, HR Director **Date:** 08 / 08 /2022

(Name and Title)

Revised 2015-Dec-15

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
36	0
(K)	(L)

Injury and Illness Types

Total number of...

(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name: Environmental Enterprises, Inc. - Processing facility

Street: 4650 Spring Grove Avenue

City: Cincinnati State: Ohio Zip: 45232

Industry description (e.g., Manufacture of motor truck trailers)
Hazardous and non hazardous waste treatment and disposal

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 2 2 1 1

Employment information

Annual average number of employees: 70

Total hours worked by all employees last year: 146,698

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

(513) 772-2818
Phone

President
Title

1/17/22
Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	2	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
177	20
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Environmental Enterprises, Inc.

Street 10163 Cincinnati-Dayton Rd

City Cincinnati State Ohio Zip 45241

Industry description (e.g., Manufacture of motor truck trailers)
Hazardous and non hazardous waste treatment and disposal

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 2 2 1 1

Employment information

Annual average number of employees 104

Total hours worked by all employees last year 214,456

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

President
Title

(513) 772-2818
Phone

1/20/21
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	3
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	5
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Environmental Enterprises, Inc. - Processing facility

Street: 4650 Spring Grove Avenue

City: Cincinnati State: Ohio Zip: 45232

Industry description (e.g., Manufacture of motor truck trailers)
Hazardous and non hazardous waste treatment and disposal

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 2 2 1 1

Employment information

Annual average number of employees: 70

Total hours worked by all employees last year: 140,209

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

(513) 772-2818
Phone

President
Title

1/10/20
Date

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	10
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Environmental Enterprises, Inc.

Street 10163 Cincinnati-Dayton Road

City Cincinnati State Ohio Zip 45241

Industry description (e.g., Manufacture of motor truck trailers)
Hazardous and Non-Hazardous TSD Facility

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 95

Total hours worked by all employees last year 195,925

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Title President

(513)772-2818
Phone

Date 1/20/19

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 17

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	5
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	5	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Environmental Enterprises, Inc.

Street: 10163 Cincinnati Dayton Rd

City: Cincinnati State: OH Zip: 45241

Industry description (*e.g., Manufacture of motor truck trailers*)

Toxic Waste Disposal

Standard Industrial Classification (SIC), if known (*e.g., 3715*)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 143

Total hours worked by all employees last year: 241083

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[signature] President

Company executive Title

Phone 513 - 772 - 2818 Date 1/30/18

Save Input

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Environmental Enterprises, Inc.

Complete Address: 4650 Spring Grove Avenue (Street) Cincinnati (City) 45232 (Zip)

Contact Name: Brian J. DePeel Title: Director, HHW Division

Telephone Number: 800-850-3587 Fax Number: 513-853-3597

Email address: bdepeel@eeienv.com

ENVIRONMENTAL ENTERPRISES INC.

AFFIRMATIVE ACTION PROGRAM

In Accordance with 41 C.F.R. 60-1.40
and
41 C.F.R. 60-2.1 through 2.15

ENVIRONMENTAL ENTERPRISES, INC.

AFFIRMATIVE ACTION PROGRAM

1998

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I. PURPOSE AND POLICY

Environmental Enterprises Inc. (EEI) is committed to providing performance based employment opportunities to individuals regardless of race, color, religion, sex, or national origin. The purpose of the EEI Affirmative Action Program is to provide a documented, good faith effort of maintaining equal employment opportunities throughout the company. To achieve this, the company is dedicated to take affirmative action in order to employ and advance in employment, minorities and females.

It is the policy of EEI to seek and employ qualified personnel at all locations and facilities, that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

The company's objective in adopting this Affirmative Action Program is to achieve prompt and full utilization of minorities and females, at all levels and in all segments of its work force where deficiencies are known to exist.

II. REQUIRED UTILIZATION ANALYSIS

III. RESPONSIBILITY FOR IMPLEMENTATION

A. Corporate

The Personnel Manager is designated as Director of the Company's Affirmative Action activities and has overall responsibility for the program. The Personnel Manager is designated as the Equal Employment Opportunity coordinator and is responsible for implementing, monitoring, and administering the program.

The Personnel Manager has been given top management support and the necessary staff to manage implementation of this program. They will continue to:

1. Develop policy statements, Affirmative Action programs, and internal and external communication techniques including discussions with managers, supervisors and employees to ensure that the Company's policies are followed.

2. Advise supervisors that their work performance is evaluated on the basis of their Affirmative Action efforts and that they are responsible for preventing harassment of employees placed through Affirmative Action efforts.

3. Identify problem areas with line management in the implementation of the program and develop solutions to such problems.

4. Maintain an internal audit reporting system to monitor the progress of the program, including records of applicants, transfers/promotions and terminations.

5. Serve as liaison between the Company and various governmental enforcement agencies, community groups and vocational rehabilitation organizations.

6. Serve as liaison between the Company and organizations for minorities and females.

7. Inform management of latest developments in the entire Affirmative Action area.

8. Arrange career counseling for qualified minorities and female employees when it is requested.

B. Responsibilities of Line Managers

Each department manager is responsible for the implementation of the Affirmative Action Program within his or her area of responsibility. This includes monitoring hiring and promotion practices, identifying problem areas, and taking other actions as outlined in this plan.

IV. PLAN OF ACTION

Environmental Enterprises Inc. views its Affirmative Action Program as a result - oriented program designed to enhance the opportunities of minorities and females. The Company recognizes that the ultimate success of this undertaking will be largely the result of the "good faith efforts" detailed in the plan of action section of this Affirmative Action Plan. There is executive support for the plan; dissemination of the commitment to all employees enlisting their adherence to company equal employment opportunity policy has been completed. The substance of the plan to convert commitments to measurable progress is outlined in the following pages.

A. Recruiting

The Company is actively seeking minorities and females for existing and future employment. In order to improve recruitment and increase the flow of minority and female applicants, the Company will contact on a regular basis, State and specialized placement agencies.

The Company periodically informs primary recruiting sources, in writing, of its Equal Employment Opportunity policy and maintains a file of sources notified and acknowledgments received. When possible, briefing sessions are conducted on Company premises with representatives from these recruiting sources. A list of the employment agencies and Universities that the Company uses for recruitment purposes is attached as Exhibit III. Recruiting brochures that pictorially represent work situations will include handicapped workers where possible.

B. Employment and Selection

All employees engaged in hiring and selection decisions are trained in nondiscrimination practices in compliance with regulations. Employment decisions are reviewed periodically to monitor results.

Any test utilized in the company's selection process is content valid and related to each job for which it is used.

An Affirmative Action file containing all applications for employment from handicapped individuals and covered veterans is maintained to assure that:

1. Minorities and females are applying.

2. There is a proper representation of available minority and female applicants.

3. Minority and female applicants are being given equal consideration for employment.

C. Promotions

The records of minority and female employees are reviewed to assure that qualified individuals are given equal consideration as opportunities for upgrading, promotion and transfer occur. Where additional training and experience would be beneficial for advancement, management counsels and assists minority and female employees.

D. Training

Minority and female employees are given equal access to all developmental training designed to enhance an employee's ability to assume positions of greater responsibility.

E. Subcontracts

All company contracts include an Equal Employment Opportunity clause, when appropriate.

F. Other

1. A copy of the policy statement signed by EEI's President, is posted on all bulletin boards and issued to all management personnel, supervisors, and employment interviewers.

2. An employee counselor is available, on request, to work with any employee concerning personal or work-related problems.

V. ADDITIONAL REQUIRED INGREDIENTS

EEI is committed to providing performance based employment opportunities to individuals regardless of race, color, religion, sex, or national origin. The Personnel Manager of EEI has been directed to ensure that all personnel actions including; requirements for promotional opportunities, compensation, benefits, transfers, layoffs, return from layoff, company-sponsored training, education, tuition assistance, social and recreation programs will be administered without regard to race, color, religion, sex, or national origin.

A. Internal Policy Dissemination

1. Our Company's Equal Employment Opportunity statement has been incorporated into the Employee Handbook.

2. Our Company's Equal Employment Opportunity policy and Affirmative Action program are publicized in company publications.

3. Meetings are held with all of our management level employees for the purpose of informing them of the Company's Equal Employment Opportunity policy and our Affirmative Action Plan.

4. Meetings are conducted with all employees to discuss the Company's Equal Employment Opportunity policy and to explain the individual employee's responsibilities.

5. The Company's Affirmative Action Program is communicated to all employees. Employee responsibility is detailed and employees are afforded an opportunity to discuss the program.

6. Articles covering our Equal Employment Opportunity programs, program reports, promotions etc. of minorities and women are published, when appropriate.

7. Our Equal Employment Opportunity policy is posted on our Company bulletin boards Company wide.

8. Management and other employees engaged in employment placement and transfer or promotion processing receives additional training on applicable State and Federal Equal Employment Opportunity laws for minorities and women. Our Affirmative Action Program is reviewed, in depth, with employees who work in appropriate personnel jobs. In addition, their individual responsibility in assisting the Company in meeting its Affirmative Action objectives is clearly outlined.

B. External Dissemination

1. All major recruiting sources are informed both orally and in writing of the Company's commitment to employ qualified minorities and women. All suitable employment openings are listed at the local office of the Ohio Bureau of Employment Services. These sources are requested to actively recruit and refer minority and women for all positions for which we hire.

2. All recruiting literature contains an Equal Employment Opportunity statement. The Company communicates the existence of its Affirmative Action Program to all employment candidates and informs them of how they can avail themselves of its benefits.

3. A statement relating to the Company's Equal Employment Opportunity policy is sent to all subcontractors and suppliers. The equal opportunity clause and reference to the affirmative action obligations of contractors regarding minorities and women are incorporated in all purchase orders and subcontracts as required by law, executive order and regulations promulgated thereunder.

The Company periodically informs primary recruiting sources in writing of its Equal Employment Opportunity policy and maintains a file of sources notified and acknowledgments received. A list of the employment agencies and Universities that the Company uses for recruitment purposes is attached as *spreadsheet #8*. Recruiting brochures that pictorially represent work situations will include minority and female workers where possible. Other action-oriented programs the Company subscribes to include:

C. Employment and Selection

All employees engaged in hiring and selection decisions are trained in nondiscrimination practices in compliance with regulations. Employment decisions will be reviewed periodically to monitor results.

Any test utilized in the company's selection process is content valid and related to each job for which it is used.

An Affirmative Action file containing all applications for employment is maintained to assure that:

1. Qualified minority and women are applying.

2. There is a proper representation of available minority and female applicants.

3. Minority and female applicants are being given equal consideration for employment.

D. Promotions

The records of minorities and women are reviewed to assure that qualified individuals are given equal consideration as opportunities for upgrading, promotion and transfer occur. Where additional training and experience would be helpful for advancement, management counsels and assists minorities and women.

E. Training

Minorities and women are given equal access to all developmental training designed to enhance an employee's ability to assume positions of greater responsibility.

F. Subcontracts

All company contracts include an Equal Employment Opportunity clause, when appropriate.

G. Other

1. A copy of the policy statement signed by the President is posted on all bulletin boards and issued to all management personnel, supervisors, and employment interviewers.

2. An employee counselor is available on request to work with any employee concerning personal or work-related problems.

3. Affirmative Action measures will be taken to recruit minorities and females not currently in the work force. Relationships with United Way agencies that provide referral services for those minorities and females will be developed. Consideration will be given with regard to flexible work schedules.

4. Company support to develop community relations and community restoration projects will continue in Winton Place.

VI. Internal Audit

Following are the results of our internal audit for newly hired personnel starting from January 1st, 1997 through December 31, 1997. We have compiled four spreadsheets. The spreadsheets illustrate the process of our entire selection from the posting of positions available through the actual selecting and hiring.

Applicants files were developed for each job advertised, and the data collected from the original applicants files was used to compile the information for the following four spreadsheets. The figures in the spreadsheets represent all solicited resumes for the positions that were advertised and filled from the applicant pool. The remainder of this section will include all four spreadsheets with a brief explanation for each one.

The first spreadsheet includes all of the applicants and the mailed-in resumes for the advertised positions available. All figures about race and gender came from the ***Invitation to self-Identify*** *Form*. Every interviewed applicant is given the opportunity to identify him/herself with our Invitation to self-Identify form.

The second sheet shows applicants who were selected to be interviewed.

The third sheet compares the number of applicants in each job group to the number and the percentage of applicants who were invited to be interviewed.

The fourth sheet shows the number of individuals hired, out of the applicant's pool, for the advertised positions compared to the total number of applicants.

Internal Audit Summary

During 1997, 62 people were hired for positions within EEI. Our listing of positions available is now being posted with a variety of traditional sources of recruitment (see spreadsheet #8). Most of our applicant pool came from resumes mailed to the personnel office at the Cincinnati-Dayton Road location. From these resumes, people are chosen as qualified to be interviewed, and then hired.

Following are some highlights from the aforementioned data:

21% of the individuals hired were female, and 26% of individuals hired were minorities. Moreover, of those individuals who were interviewed (as shown on sheet #3) 31% of those who identified themselves as female were interviewed, and 24% of those who identified themselves as minorities were interviewed.

Rejection Rate

- Thirteen females were hired out of an available 92 (14%) or a rejection rate of 86%.
- Forty-nine males were hired out of an available 205 (24%), or a rejection rate of 76%.
- Forty-six Caucasians were hired out of an available 188 (24%), or a rejection rate of 76%.
- Sixteen minorities were hired out of an available 95 (17%), or a rejection rate of 84%.

Terminations & Promotions

While the previous spreadsheets (1, 2, 3 & 4) demonstrated the process followed for hiring new personnel, the following spreadsheets (5,6, & 7) outline the changes that have occurred in the work force during 1997.

After the hiring process, terminations and promotions were taken into consideration, the work force appears as reflected in spreadsheet #5.

Since the impact studies report was finished, there have been activities in all job groups. Please see Sheet #6.

- There were one Caucasian male terminated in Job group #001.

- There were five terminations in Job group # 002, including: three Caucasian males, one Asian male and one Asian female.

- There were twenty terminated in Job group # 003, including: nineteen males (11 Caucasians, 7 Blacks and I Indian), and one Asian female.

- There were eleven Caucasian males and seven Black males terminated in Job group #004.

- There was one Black male terminated in Job group #005.

- There were eight Caucasian females and one Black female terminated in Job group #006.

- There were three Caucasians terminated in Job group #007, two females and one male.

- There was one Caucasian male terminated in Job group #011.

The following spreadsheet demonstrates a list of the individuals who have left EEI during 1997.

Spreadsheet #7 is a list of the employees who were promoted during 1997.

Environmental Enterprises, Inc. continues to support community programs to increase recruitment efforts for minorities. The community programs specifically aimed at recruiting women and minorities are the YWCA/Lifestride Program and Jobs Plus (these agencies are listed in sheet #8).

VII. PROGRAM SUMMARY

EEI is statistically compliant with regard to the utilization of handicapped individuals and covered veterans. Attention will be given to female and minority applicants for work groups in existing job groups when employment opportunities exist.

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 44-2022

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Environmental Enterprises, Inc.
Company

Brian J. DePeel
Company Representative

August 9, 2022
Date

Director, HHW Division
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 44-2022

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Environmental Enterprises, Inc.
Company

Brian J. DePeel
Company Representative

August 9, 2022
Date

Director, HHW Division
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 44-2022

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	**Contact Person**
Address/Phone/Email	**Bid Package / Bid Date**

MWDBE Company Addres	**Contact Person**	**Contact Information (work phone, Email, cell)**	**Date Contacted**	**Services to be performed**	**Method of Communication (email, phone meeting, ad, event etc)**	**Total dollars $$ Do Not Leave Blank (Attach Documentation)**	**MBE * AA HA AS NA Female**	**Veteran**
N/A								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Environmental Enterprises, Inc.
Company

Brian J. DePeel
Company Representative

August 9, 2022
Date

Director, HHW Division
Title

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 44-2022

Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From:** **To:**
Company Name:	**Address:**
Federal Tax ID:	**Contact Person:**

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
N/A							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Environmental Enterprises, Inc.
Company

Brian J. DePeel
Company Representative

August 9, 2022
Date

Director, HHW Division
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #___44-2022_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

__X__ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: **Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Environmental Enterprises, Inc.	Brian J. DePeel
Company	**Company Representative**
August 9, 2022	Director, HHW Division
Date	**Title**

ENVIRONMENTAL ENTERPRISES INCORPORATED

TREATMENT FACILITY
4650 Spring Grove Ave.
Cincinnati, Ohio 45232
(513) 541-1823
Fax: (513) 541-1638
http: // www.eeienv.com
EPA ID#: OHD 083377010

OFFICE / LABORATORY
10163 Cincinnati - Dayton Rd.
Cincinnati, Ohio 45241
(513) 772-2818
Fax: (513) 782-8950
(800) 722-2818

Lexington-Fayette Urban County Government
MWDBE Participation Goals

Environmental Enterprises, Inc. (EEI) is a USEPA / OEPA Part B permitted Hazardous Waste Disposal Facility located in Cincinnati, Ohio. They were incorporated in the State of Ohio in 1976.

Because of the nature of our work, including events such as one day HHW Collections, RFP number 44-2022 known as "Hazardous Household Waste Collection Event" , EEI does not utilize the services of any outside vendors for Labor, Disposal, Recycling, Supplies or Equipment while performing any of these events.

EEI only provides trained personnel typically with the 40 hour OSHA training with 8 hour annual refresher updates. Secretaries typically receive 24 hour OSHA training with annual updates and Casual Labor employees receive a 4 hour Hazard Awareness training specifically designed for HHW collections.

For this reason, EEI is a self-contained entity on these projects and does not utilize outside resources.

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, safely 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.

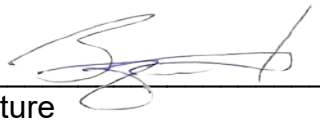
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern 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

August 9, 2022

Date

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY DEPARTMENT OF ENVIRONMENTAL PROTECTION – DIVISION OF WASTE MANAGEMENT IN THE AMOUNT OF $110,000.00 FOR THE SUPPORT OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT FOR FAYETTE COUNTY, AND TO ACCEPT THIS GRANT, IF AWARDED, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $27,500.00 AS A LOCAL MATCH, IF THE FULL GRANT AWARD IS NOT UTILIZED AT A ONE-DAY EVENT, AUTHORIZING REQUESTED TO APPLY FOR SUPPLEMENTAL, SECOND EVENT DURING FY26 TO UTILIZE ANY REMAINING FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

_____

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 and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Department of Environmental Protection – Division of Waste Management, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $110,000.00, the acceptance of which obligates the Urban County Government to the expenditure of $27,500.00 as a local match. If the full grant award is not utilized at a one-day event, authorization requested to apply for supplemental, second event during FY26 to utilize any remaining granted funds.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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
218-25:MRS:4924-3494-4289, v. 1

RESOLUTION NO. 109-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY DEPARTMENT OF ENVIRONMENTAL PROTECTION – DIVISION OF WASTE MANAGEMENT IN THE AMOUNT OF $110,000.00 FOR THE SUPPORT OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT FOR FAYETTE COUNTY, AND TO ACCEPT THIS GRANT, IF AWARDED, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $27,500.00 AS A LOCAL MATCH, IF THE FULL GRANT AWARD IS NOT UTILIZED AT A ONE-DAY EVENT, AUTHORIZING REQUESTED TO APPLY FOR SUPPLEMENTAL, SECOND EVENT DURING FY26 TO UTILIZE ANY REMAINING FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Department of Environmental Protection – Division of Waste Management, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $110,000.00, the acceptance of which obligates the Urban County Government to the expenditure of $27,500.00 as a local match. If the full grant award is not utilized at a one-day event, authorization requested to apply for supplemental, second event during FY26 to utilize any remaining granted funds.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

218-25:MRS:4924-3494-4289, v. 1

Kentucky Department for Environmental Protection
Division of Waste Management
Recycling and Local Assistance Branch
300 Sower Boulevard, Second Floor – Frankfort KY 40601
(502) 564-6716

FOR OFFICIAL USE ONLY.
DO NOT WRITE IN THIS SPACE

Kentucky Pride Fund Household Hazardous Waste Management Grant Application

1. Federal ID Number	61-0858140				
2. Applicant	Name: LFUCG Waste Management			Title/Position: Lauren Monahan, Env. Initiatives Spclst	
	Signature: Lauren Monahan			Date Submitted: 04/01/2025	
	Mailing Address: 675 Byrd Thurman Drive			City: Lexington	
	State: KY	Zip Code: 40510		Email Address: lmonahan@lexingtonky.gov	
	Phone Number: (859)280-8556			Fax Number: (859)425-2852	
3. Official Signatory for Applicant	Name: Mayor Linda Gorton				
	☐ Judge/Executive	☐ School Administrator	☒ Mayor	☐ 109 Board Chair	☐ Other
	Mailing Address: 200 E Main St			City: Lexington	
	State: KY			Zip Code: 40507	
	Phone Number: (859)280-3100			Fax Number: (859)425-2852	
	Email address: mayor@lexingtonky.gov				
4. Project Coordinator	Name: Lauren Monahan			Name: Environmental Initiatives Specialist	
	Mailing Address: 675 Byrd Thurman Drive			City: Lexington	
	State: KY			Zip Code: 40510	
	Phone Number: (859)280-8578			Fax Number: (859)425-2852	
	Email address: lmonahan@lexingtonky.gov				
5. Applicant Status	☐ City	☐ County	☐ College / University	☐ Joint (partnership between two political subdivisions within one county)	
	☐ Regional	☐ School District	☐ Solid Waste Management Area	☐ Solid Waste Management District	☒ Urban County Government
	☐ Other				

6. PROJECT SUMMARY

Provide a brief explanation of the proposed activity:
Lexington-Fayette Urban County Government Division of Waste Management proposes to conduct a one-day household hazardous waste collection event for residents of Fayette County. The material collected will include traditional household chemicals and other hazardous materials to be kept out of the regular landfill-bound waste stream. The event provides an easy method for encouraging proper, safe disposal. The collected materials are recycled and/or reused by approved vendors whenever possible. The county does not have a permanent hazardous waste collection facility and therefore conducts periodic one-day events to allow for convenient residential disposal opportunities. The goal of holding a one-day event is to keep hazardous waste from entering city collection vehicles, potentially harming employees or the environment. The county would support the project by providing 25% matching funds, widely advertise to all county residents, and dedicate necessary city personnel to assist at a collection event.

7. AUTHORIZED SIGNATURE

I hereby certify that the submission of this application has been duly authorized by the governing body of the entity, and that I am legally authorized to sign the application. For regional and joint recycling projects, signature by the governing body of each participating entity shall be required.

Printed Name	Signature	Date
Linda Gorton	Linda Gorton	3/24/25

8. HOUSEHOLD HAZARDOUS WASTE PROJECT DETAILS

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, FOR A GRANT UNDER THE INFRASTRUCTURE INVESTEMENT AND JOBS ACT and A RESOLUTION COMMITTING THE LOCAL SHARE OF FUNDS NECESSARY TO SECURE A SECTION 5311/5339/5310/5303/5304 GRANT APPLICATION.

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Infrastructure Investment and Jobs Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the Department of Transportation requirements thereunder; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Section 504 of the Rehabilitation Act of 1973, that in connection with the filing of an application for assistance the applicant gives an assurance that it will comply with Section 504 of Rehabilitation Act of 1973 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is required by the U.S. Department of Labor in accordance with the provisions of Section 5333(b) of the Infrastructure Investment and Jobs Act, that in connection with the filing of an application for assistance under the Infrastructure Investment and Jobs Act, and in the absence of a waiver from the U.S. Department of Labor, the applicant gives an assurance that it will comply with Section 5333(b) of the Infrastructure Investment and Jobs Act, and the U.S. Department of Labor requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project, and the definite procedures shall be established and administered to ensure that disadvantaged businesses shall have maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE Lexington-Fayette Urban County Government **(Governing Board), hereinafter referred to as Applicant's Governing Board, OF THE** Lexington-Fayette Urban County Government **(Agency Name), hereinafter referred to as Applicant, authorizes the following in regard to** Linda Gorton, Mayor **(Name & Title), hereinafter referred to as Agency Representative:**

Section 1. That Agency Representative of the Applicant is authorized to execute and file an application on behalf of the Applicant with the U.S. Department of Transportation, to aid in the financing of the Section 5303 Planning Asst [type(s) of grant requesting: [capital, operating, administrative, planning] assistance projects described in the attachment.

Section 2. That Agency Representative is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

Section 3. That Agency Representative of the Applicant is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

Section 4. That Agency Representative of the Applicant is authorized to set forth and execute with such application an assurance that the Applicant will comply with the conditions of the Section 5333(b) Warranty as required by the U.S. Department of Labor effectuating the purposes of Section 5333(b) of Infrastructure Investment and Jobs Act.

Section 5. That Agency Representative is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application or the project.

Section 6. That Agency Representative is authorized to execute grant contract agreements on behalf of Applicant with the Kentucky Transportation Cabinet for aid in the financing of the Section 5303 Transit Planning Assistance [type(s) of grant requesting: [capital, operating, administrative, planning] assistance project(s).

Section 7. That Agency Representative is authorized to sign all grant, budgets, application and contract agreements via electronic signature on behalf of Applicant with the Kentucky Transportation Cabinet.

Section 8. This Resolution shall be in full force and effect from and after the date of its adoption.

WHEREAS, Applicant is authorized by KRS 96A **(Statutory Authority) to apply for and accept grants of money to assist in the implementation of a transit system or for transportation planning in** Lexington, Fayette County **(Applicant's service area); and**

WHEREAS, Applicant has applied to the Kentucky Transportation Cabinet and the Federal Transit Administration of the United States Department of Transportation Act of 1964, in connection with the Section 5311/5339/5310/5303/5304 project; and

WHEREAS, said Applicant requires assurance of the Applicant's Governing Board relative to the commitment of the local share for the Section 5311/5339/5310/5303/5304 project(s).

NOW THEREFORE, BE IT RESOLVED BY THE Applicant's Governing Board,

1. **That the Applicant's Governing Board hereby gives assurance that it is the intent of this Body to commit its local share of the funds necessary to support this project to improve transit service in Applicant's service area, as stated above, for a minimum of five years from the inception of the project. Said local share of expenses is to be resolved from** General Fund **(source of local share);**
2. **That the Applicant's Governing Board hereby gives assurance that it is the intent of this Body to continue the operation of transit service or planning for transit service for a minimum of five years.**

ADOPTED by vote of the Applicant's Governing Board this 24 **day of** March **, 20** 25.

Approved:

Linda Gorton — **Printed Name**

Mayor — **Title**

Linda Gorton — **Signature**

Attest:

Mackenzie Stock — **Printed Name**

Deputy Council Clerk — **Title**

Mackenzie Stock — **Signature**

I, being the duly appointed Deputy Council Clerk **(Title) of the Applicant, do hereby certify that the foregoing is a true and correct copy of Resolution No.** 109 **, adopted by the Applicant's Governing Board,** March 20, 2025 **(Date).**

Revised 12/12/2024

2025-2026 KENTUCKY PRIDE FUND
HOUSEHOLD HAZARDOUS WASTE MANAGEMENT GRANT AGREEMENT

Grant Period July 1, 2025 - June 30, 2026

The Grantee LFUCG hereby agrees to the following conditions for the 2025-2026 Kentucky Division of Waste Management Household Hazardous Waste Management Grant Program authorized under KRS 224.43-505(4). The grant funds shall be used for the direct costs associated with the project specified in the grant application and for any modifications in this grant agreement.

The Grantee understands and agrees as follows:

1. The Grant Application, the Project Close-out Report, and this agreement are the entire project.

2. Grantee shall assign the 2025-2026 Household Hazardous Waste Management Grant funds into a designated line item for state grants.

3. Grantee shall designate a Project Coordinator responsible for:
    1. Overseeing the implementation of the project
    2. Overseeing the preparation and submittal of the final report
    3. Tracking of in-kind personnel/volunteers/inmates throughout the life of the grant

4. Grantee shall submit a 2025-2026 Kentucky Pride Fund HOUSEHOLD HAZARDOUS WASTE MANAGEMENT Grant Project Close-Out Report within 60 days of the completion of the project. The project deadline is June 30, 2026.

5. Grantee is solely responsible for completion of the project and assumes all liabilities associated with its completion.

6. Grantee is responsible for any additional costs that exceed the original grant funds provided.

7. Unspent grant funds and grant funds not expended in accordance with the grant agreement, as determined by the division, shall be reimbursed to the division within forty-five (45) days of written notification unless an extension has been approved in writing by the division.

8. Grantee shall contract with a vendor that is registered as a Hazardous Waste Transporter with the U.S. EPA and the Kentucky Division of Waste Management's Hazardous Waste Branch.

9. Grantee shall provide an adequate, safe, accessible site for the event. Provide written safety instructions, waiver forms for volunteers, and other necessary requirements, not provided by the vendor. See http://www.epa.gov/osw/wycd/catbook/hhw.htm for more information.

2025-26 HHW Grant Worksheet
LFUCG

Items	Amount Requested	RAS Adjustments	Approved Amount
EEI	110,000.00	-	110,000.00
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
Total	110,000.00	-	110,000.00

10. The Grantee shall make all records required by the grant close-out report available for division inspection until close-out notification is received from the division.

11. Grant funds from other state or federal funds do no qualify as a direct expense or a local match.

12. The signed grant agreement, as approved by the Division, is in full force and effect until the grantee receives either of the following:
    a) written notification form the Division
    b) ninety (90) days after the grantee has submitted the close out report form and has not received written notification from the division as to the status of the grant close out.

NAME OF GRANTEE LFUCG

Federal ID#: 61-0858140

Signature: Linda Gorton DATE: 5/13/25

Linda Gorton
Official Signatory

Signature: Lauren Monahan DATE: 5/12/2025

Lauren Monahan
Project Coordinator

WASTE TIRE GRANT AGREEMENT

Lexington-Fayette County hereby applies for grant funding pursuant to KRS 224.50-878 for the management of waste tires as described below.

The county understands and agrees to the following terms and conditions:

- This Waste Tire Grant funding shall be used only for **actual costs** incurred by the county during the grant period **for the recycling or disposal** of waste tires. The grant period is **July 1, 2025 through June 30, 2026.**
- By **July 15, 2026** the county shall submit a completed "Report for Waste Tire Grant" and all receipts demonstrating actual costs incurred by the county during the grant period for the disposal or recycling of waste tires under this Waste Tire Grant.
- Waste Tire Grant funds not spent during the grant period shall be reimbursed to the Cabinet by **July 31, 2026.**

Lexington-Fayette Urban County Government
County

Linda Gorton
Signature, Head of Governing Body

5/13/2025
Date Signed

Business Address: 200 East Main Street (Street) Lexington (City) 40507 (Zip)

Federal ID Number: 61-085840

THIS APPLICATION IS DUE NO LATER THAN JUNE 20TH, 2025

2025-2026 WASTE TIRE GRANT FINAL REPORT

Grant Period: July 1, 2025 through June 30, 2026

This form should reflect only those costs that were paid, and the number or weight of the waste tires disposed or recycled, using WASTE TIRE GRANT FUNDING.

Total amount of grant money received: $ 4,000

Total actual costs incurred by the county under this Waste Tire Grant during this grant period for the disposal or recycling of waste tires: (Report only actual costs for disposal or recycling. Do not report labor, equipment, or other costs.) $ _____

Total unspent grant funds being returned to the Cabinet with this report: If money is being returned, send a check for the amount made payable to the Kentucky State Treasurer. $ _____

Total number of tires, or total weight of tires in tons, disposed or recycled under this Waste Tire Grant during this grant period. You may report this number in whichever units (number or weight in tons) are used on your invoices/receipts. If you have a question about which units to use, or what number you should report, call Jenny Carr at (502) 782-4663.

Total number of tires: _____ **or** Total weight of tires in tons: _____

Submit with this Report all invoices and receipts for actual costs incurred.

Linda Gorton
Signature, Head of Governing Body

5/13/25
Date

Lexington-Fayette Urban County Government
County

Submit this report by mail, fax, or email to:

ATTN: Jenny Carr
Division of Waste Management
300 Sower Blvd., 2nd Floor
Frankfort, KY 40601
Email: Jenny.Carr@ky.gov
Fax: (502) 564-4245

THIS REPORT IS DUE NO LATER THAN JULY 15, 2026

ANDREW G. BESHEAR
GOVERNOR

REBECCA GOODMAN
SECRETARY

ENERGY AND ENVIRONMENT CABINET
Department for Environmental Protection

Anthony R.Hatton
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

May 1, 2025

Dear County Judges Executives, Solid Waste Coordinators, and 109 Board Chairs:

The Division of Waste Management is pleased to announce the availability of a $4,000 Waste Tire Grant to help counties pay for the disposal or recycling of waste tires. Funding for this grant comes from the Waste Tire Trust Fund established in KRS 224.50-880.

Eligible expenses under this grant are the **actual costs** (up to $4,000) that the county incurs during the grant period for the disposal or recycling of waste tires. Other expenses, such as labor and equipment costs, are not eligible.

The grant period is **July 1, 2025 through June 30, 2026**.

Please note:

- There is no match requirement for this grant.
- To obtain this grant, the county must sign and return the attached "Waste Tire Grant Agreement" to the Division of Waste Management no later than June 7, 2025.
- Grant funds will be dispersed in the month of **June 2025**.
- By **July 15, 2026**, the county shall submit a completed and signed "Report for Waste Tire Grant," and include the following with that report:
  - A written record of funds spent, funds unspent, and how many tires were disposed of using the funds (in PTEs or tons).
  - All receipts/invoices for actual costs incurred under this Waste Tire Grant during the grant period.
- Any Waste Tire Grant money not spent during the grant period shall be returned to the cabinet by **July 31, 2026** in the form of a check made payable to the Kentucky State Treasurer.
- **Counties are required to submit a final report regardless of whether or not funds are spent.**

If you have any questions, call Jenny Carr at (502) 782-4663.

We look forward to continuing our partnership with you to improve the environment in the Commonwealth.

Sincerely,

Grant White

Environmental Control Supervisor

Celia Moore

From: Lauren Monahan
Sent: Monday, May 12, 2025 4:09 PM
To: Celia Moore
Subject: FW: 25-26 Waste Tire Grants Available
Attachments: 25-26 WTG Application Packet.pdf

Hi Celia,

Attached is another grant agreement, this time for the annual $4,000 waste tire disposal grant. See below for approval from Law via Commissioner's Office. There is no match requirement. The second page is where Mayor signature is needed to submit the application by the June 20 deadline.

Thank you!

-Lauren

From: Mackenzie Holt <mholt@lexingtonky.gov>
Sent: Monday, May 12, 2025 3:17 PM
To: Lauren Monahan <lmonahan@lexingtonky.gov>
Cc: Antonio Baldon <abaldon@lexingtonky.gov>; John Howard <jhoward3@lexingtonky.gov>; Nancy Albright <nalbright@lexingtonky.gov>
Subject: FW: 25-26 Waste Tire Grants Available

Lauren,

Ok to proceed – let us know if you need anything from us on this. Thanks!

Thank you,

Mackenzie Holt
Administrative Specialist Principal
Department of Environmental Quality & Public Works

859.258.3401 office
859.613.3833 cell
lexingtonky.gov

LEXINGTON

250Lex

1775 - 2025

From: Michael Sanner <msanner@lexingtonky.gov>
Sent: Monday, May 12, 2025 2:40 PM

From: Mackenzie Holt <mholt@lexingtonky.gov>
Sent: Monday, May 12, 2025 11:18 AM
To: David Barberie <dbarberi@lexingtonky.gov>
Cc: Nancy Albright <nalbright@lexingtonky.gov>; Antonio Baldon <abaldon@lexingtonky.gov>; John Howard <jhoward3@lexingtonky.gov>; Lauren Monahan <lmonahan@lexingtonky.gov>
Subject: FW: 25-26 Waste Tire Grants Available

Good morning,

Requesting Law's review and approval for submitting the attached application for the 2025-2026 Waste Tire Grant. Thank you.

Thank you,

Mackenzie Holt
Administrative Specialist Principal
Department of Environmental Quality & Public Works

859.258.3401 office
859.613.3833 cell
lexingtonky.gov

LEXINGTON
250Lex

1775 - 2025

From: Lauren Monahan <lmonahan@lexingtonky.gov>
Sent: Monday, May 12, 2025 10:38 AM
To: Nancy Albright <nalbright@lexingtonky.gov>; Mackenzie Holt <mholt@lexingtonky.gov>
Cc: Antonio Baldon <abaldon@lexingtonky.gov>; John Howard <jhoward3@lexingtonky.gov>
Subject: FW: 25-26 Waste Tire Grants Available

Good morning!

We have just received notice of the $4,000 annual tire disposal grant (attached). This grant has no match and therefore will not need council approval prior to submitting application to the state. However, Grants will of course facilitate the signature needed for the application and get this into Legistar after submission.

I am aware of a new workflow for Grants approval that has been initiated as of October of last year, requiring grant information (specifically, grant agreements) to be sent to Law first before sending on to Grants for bluesheeting, processing, etc.

Would you prefer us at Waste to send to Law, or would your office be the appropriate starting point for sending on for Law's review and approval?

TEAM KENTUCKY

From: Carr, Jenny (EEC)
Sent: Thursday, May 1, 2025 9:57 AM
To: Renea Wells <cc911mapping@gmail.com>; Jason Singleton <jason.singleton@crittendencountyky.org>; cumberlandcountyisaac@gmail.com; Stacey Thrasher <staceytreasurer@outlook.com>; mhamilton@daviessky.org; tammy.willhite@edmonsoncountyky.gov; Shyanna Howard <shyannahoward@yahoo.com>; Chad Smith <chads@estillcounty.net>; freidal@estillcounty.net; Tracey Thurman <tthurman@lexingtonky.gov>; Lauren Monahan <lmonahan@lexingtonky.gov>; roaddept@gmail.com; terry.spurlock@floydjudge.com; Sandra Allen <fcsolidwaste@hotmail.com>; Ally Hall <ally.hall@franklincounty.ky.gov>; will.cunningham@franklincounty.ky.gov; deputy.judge@Fultoncountyky.gov; bterrell853@gmail.com <bterrell853@gmail.com>; kgooch@lincolnky.gov; jvanhook@lincolnky.com; Grant County Solid Waste Director Bryan Miles <bryanmiles@grantco.org>; Kiecha Ditto <ditto@gravescountyky.gov>; Deedee Whitely <deedeewhitely@gmail.com>; Sharon Abell <sharon.abell.gcfc@gmail.com>; Lance Warnock <lwarnock@greenupcountyky.gov>; rachael.emmick@hancockky.us; Stephanie Givens <sgivens@hardincountyky.gov>; Keri <keristevens@harlanonline.net>; Harrison County <harrisoncosw@gmail.com>; hc911@scrtc.com; Eric Higgs <ehiggs@hendersonky.us>
Subject: 24-25 Waste Tire Grant Delay

Good morning Solid Waste Coordinators,

Typically applications for the Waste Tire Grant are available each year on May 1st. Unfortunately, this year there has been a bit of a delay with getting these out to the public. I know many of you look forward to participating in this grant program, so I hope to have this resolved as soon as possible to give you ample time to submit your applications.

I will be sure to send a follow up email as soon as applications are available. In the meantime, please feel free to contact me if you have questions or concerns.

Thanks,

Jennifer Carr | Environmental Scientist Advisor
Department for Environmental Protection
Division of Waste Management
Recycling Assistance Section

300 Sower Boulevard 1st Floor
Frankfort, Ky 40601
Phone: (502) 782-4663
Email: jenny.carr@ky.gov

TEAM KENTUCKY

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0219-25

File ID:	0219-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	106-2025	**In Control:**	Urban County Council
				File Created:	02/24/2025
File Name:	Request Council authorization to submit applications for funding and accept awards for FY 2026 Transportation Planning Activities; subject to the availability of sufficient funds in FY 2026.			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit various Grant Applications to the Ky. Transportation Cabinet, to provide any additional information requested in connection with these Grant Applications, and to accept these Grants if these Grants are awarded, which Grant funds are in the amount of $1,089,320 (($525,000 - FHWA Planning), ($108,000 - Federal Transit Administration Section 5303), ($456,320 - Surface Transportation Block Grant (SLX)) in Federal funds and $65,625 in Commonwealth of Ky. funds for FY 2026 transportation planning activities under the Unified Planning Work Program (UPWP), the acceptance of which obligates the Urban County Government to the expenditure of $206,705 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Planning, Duncan]

Notes: Signed and CILOO filed in the CCO. Returned to Celia Moore 4/29/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	25-Bluesheet Memo - FY26 MPO Program, SFY2026 Local Share and Authorizing Resolution (July 2025 - June 2026), SFY2026 Section 5303 - Application Checklist (July 2025 - June 2026), SFY2026 Section 5303 - Certifications and Assurances (July 2025 - June 2026), 219-25- Transportation Planning Activities 4921-3882-7556 v.1.docx, R-110-2025, Contracts #106-2025	**Enactment Number:**	R-110-2025
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

2	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025	Pass
2	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/20/2025	
2	Urban County Council	03/20/2025	Approved			Pass

Text of Legislative File 0219-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit various Grant Applications to the Ky. Transportation Cabinet, to provide any additional information requested in connection with these Grant Applications, and to accept these Grants if these Grants are awarded, which Grant funds are in the amount of $1,089,320 (($525,000 - FHWA Planning), ($108,000 - Federal Transit Administration Section 5303), ($456,320 - Surface Transportation Block Grant (SLX)) in Federal funds and $65,625 in Commonwealth of Ky. funds for FY 2026 transportation planning activities under the Unified Planning Work Program (UPWP), the acceptance of which obligates the Urban County Government to the expenditure of $206,705 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Planning, Duncan]

Summary

Authorization to submit applications for funding in the amount of $1,089,320 in Federal funds and $65,625 in state funds, and accept awards for FY 2026 Transportation Planning Activities for the federally-mandated transportation planning process for the Lexington Area Metropolitan Planning Organization. A local match of $206,705 is required. Subject to the availability of sufficient funds in FY 2026. (L0219-25) (Duncan/Horn)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 2/21/2025

Risk Management: N/A

Fully Budgeted: FY 2026 BA will be completed if Grant funding is approved.

Account Number:

This Fiscal Year Impact: $1,361,650

Annual Impact: $0

Project:

Activity:

Budget Reference: 2026

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 21, 2025**

SUBJECT: **FY 2026 MPO Transportation Planning Activities**

Request: Council authorization to submit applications for funding and accept awards for FY 2026 Transportation Planning Activities; subject to the availability of sufficient funds in FY 2026.

Purpose of the Request: The Transportation Planning Section of the Division of Planning has prepared a Unified Planning Work Program (UPWP) for Fiscal Year 2026 that includes funding from the following federal programs that finance the federally-mandated transportation planning process for the Lexington Area Metropolitan Planning Organization as described in the UPWP.

Federal Program	Federal	State Match	Local Match	Total
FHWA Planning (PL)	$525,000	$65,625 (10%)	$65,625 (10%)	**$656,250**
FTA Section 5303	$108,000		$27,000 (20%)	**$135,000**
Surface Transportation Block Grant (STBG-SLX)	$456,320		$114,080 (20%)	**$570,400**
TOTALS	**$1,089,320**	**$65,625**	**$206,705**	**$1,361,650**

Federally mandated activities in the Unified Planning Work Program include updating and implementing the Metropolitan Transportation Plan, Transportation Improvement Program, Congestion Management Program and coordinating public participation in the planning process. Additional activities of regional importance include traffic impact analysis of land use and development proposals, bicycle-pedestrian planning, transit planning, conducting special studies, and transportation-related outreach and public safety messaging. These combined funding sources support the personnel costs of nine transportation planning positions in the Division of Planning. Operating costs such as office supplies, printing, maintenance, equipment and professional development are also included. Beginning in FY 26, the Kentucky Transportation Cabinet provides a 10% match for the FHWA Planning grant, for which the LFUCG provides a match of 10%. All other programs require a match of 20%.

The cost in this budget year and future budget years: The total federal funding being requested for FY26 is $1,089,320 with an additional $65,625 being provided by the state. LFUCG is required to provide a match of $206,705 as requested in the FY 2026 budget. The total cost in the budget is $1,361,650. Grant funds for these activities are anticipated in future budget years.

Are the funds budgeted? A budget amendment will be completed if grant funding is approved.

File Number: 0219-25

Director/Commissioner: Keith Horn/James Duncan

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, FOR A GRANT UNDER THE INFRASTRUCTURE INVESTEMENT AND JOBS ACT and A RESOLUTION COMMITTING THE LOCAL SHARE OF FUNDS NECESSARY TO SECURE A SECTION 5311/5339/5310/5303/5304 GRANT APPLICATION.

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Infrastructure Investment and Jobs Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the Department of Transportation requirements thereunder; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Section 504 of the Rehabilitation Act of 1973, that in connection with the filing of an application for assistance the applicant gives an assurance that it will comply with Section 504 of Rehabilitation Act of 1973 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is required by the U.S. Department of Labor in accordance with the provisions of Section 5333(b) of the Infrastructure Investment and Jobs Act, that in connection with the filing of an application for assistance under the Infrastructure Investment and Jobs Act, and in the absence of a waiver from the U.S. Department of Labor, the applicant gives an assurance that it will comply with Section 5333(b) of the Infrastructure Investment and Jobs Act, and the U.S. Department of Labor requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with this project, and the definite procedures shall be established and administered to ensure that disadvantaged businesses shall have maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE _____ (Governing Board), hereinafter referred to as Applicant's Governing Board, OF THE _____ (Agency Name), hereinafter referred to as Applicant, authorizes the following in regard to _____, _____ (Name & Title), hereinafter referred to as Agency Representative:

Section 1. That Agency Representative of the Applicant is authorized to execute and file an application on behalf of the Applicant with the U.S. Department of Transportation, to aid in the financing of the _____ [type(s) of grant requesting: [capital, operating, administrative, planning] assistance projects described in the attachment.

Section 2. That Agency Representative is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

Section 3. That Agency Representative of the Applicant is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

Section 4. That Agency Representative of the Applicant is authorized to set forth and execute with such application an assurance that the Applicant will comply with the conditions of the Section 5333(b) Warranty as required by the U.S. Department of Labor effectuating the purposes of Section 5333(b) of Infrastructure Investment and Jobs Act.

Section 5. That Agency Representative is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application or the project.

Section 6. That Agency Representative is authorized to execute grant contract agreements on behalf of Applicant with the Kentucky Transportation Cabinet for aid in the financing of the _____ [type(s) of grant requesting: [capital, operating, administrative, planning] assistance project(s).

Section 7. That Agency Representative is authorized to sign all grant, budgets, application and contract agreements via electronic signature on behalf of Applicant with the Kentucky Transportation Cabinet.

Section 8. This Resolution shall be in full force and effect from and after the date of its adoption.

WHEREAS, Applicant is authorized by _____ (Statutory Authority) to apply for and accept grants of money to assist in the implementation of a transit system or for transportation planning in _____ (Applicant's service area); and

WHEREAS, Applicant has applied to the Kentucky Transportation Cabinet and the Federal Transit Administration of the United States Department of Transportation Act of 1964, in connection with the Section 5311/5339/5310/5303/5304 project; and

WHEREAS, said Applicant requires assurance of the Applicant's Governing Board relative to the commitment of the local share for the Section 5311/5339/5310/5303/5304 project(s).

NOW THEREFORE, BE IT RESOLVED BY THE Applicant's Governing Board,

1. **That the Applicant's Governing Board hereby gives assurance that it is the intent of this Body to commit its local share of the funds necessary to support this project to improve transit service in Applicant's service area, as stated above, for a minimum of five years from the inception of the project. Said local share of expenses is to be resolved from _____ (source of local share);**
2. **That the Applicant's Governing Board hereby gives assurance that it is the intent of this Body to continue the operation of transit service or planning for transit service for a minimum of five years.**

ADOPTED by vote of the Applicant's Governing Board this _____day of _____, 20_____.

Approved:

_____ _____
Printed Name **Title**

_____
Signature

Attest:

_____ _____
Printed Name **Title**

_____
Signature

I, being the duly appointed _____ (Title) of the Applicant, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the Applicant's Governing Board, _____ (Date).

KENTUCKY TRANSPORTATION CABINET
OFFICE OF TRANSPORTATION DELIVERY
SECTION 5303 (ALN #20.505) APPLICATION GUIDELINES
METROPOLITAN PLANNING PROGRAM (MPP)
SFY 2026 APPLICATION CHECKLIST
****Due April 1, 2025****

AGENCY NAME/DBA (both)

SAM# **Congressional District**

	UPWP PAGE #	**MPO**	**CABINET USE ONLY**
Proof of Active Registration at SAM.gov			
Project Description/Justification of Transit Planning Elements			
MPO is coordinating/has coordinated with 5307 recipients to establish Performance Measures that will aid in the establishment of Addressing Performance Targets in 23 U.S.C. 150(c) and Coordinating on Targets related to Transit Safety			
Copy of TIP/Amendment pages that relate to Transit Asset Management (TAM) – must include description of the anticipated progress brought about by implementing the TIP towards achieving the performance targets.			
MPO UPWP includes performance targets that address performance measures and standards and a system performance report.			
Metropolitan Planning Area Boundaries and Map			
Unified Planning Work Program (Draft/Final)			
Proposed Budget(s)			
Coordinated Planning Activities for the Locally Developed Public Transit/Human Services Transportation Coordinated Plan			
Authorizing Resolution & Commitment of Local Share (attached)			
Certifications & Assurances (attached)			
MPO Policy Board Public Transit Representation (attached)			

MPO Authorized Signature Title Date

State/OTD Project Manager Signature Title Date

_____State/OTD Regional Program Manager Acknowledgement
initials

*****All elements must be checked or marked N/A, by the Project Manager, for an application to receive State and Federal Approval.

Revised 12/12/2024

SFY 2026
SECTION 5303 CERTIFICATIONS & ASSURANCES

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 – 26. _____

Category	Description	Check
01.	Assurances Required For Each Applicant	_____
02.	Standard Assurances	_____
03.	504 Certification	_____
04.	Local Civil Rights	_____
05.	School Bus Operations Certification	_____
06.	Disability Nondiscrimination	_____
07.	Incidental Services Certification	_____
08.	Certification of Equivalent Service	_____
09.	Charter	_____
10.	Lobbying	_____
11.	Regulatory Assurances	_____
12.	Use of Project Equipment/Facilities	_____
13.	Safety Management Policy Statement	_____
14.	Procurement Information Certification	_____
15.	Tax Liability and Felony Convictions	_____
16.	Transit Asset Management Plan	_____
17.	Rolling Stock Buy America Reviews & Bus Testing	_____
18.	Alcohol & Controlled Substances Testing	_____
19.	Demand Responsive Service	_____
20.	Procurement Compliance	_____
21.	Protections for Private Providers of Public Transportation	_____
22.	Legal Name of Entity/Applicant	_____
23.	Commitment of Local Share	_____
24.	DBE/WBE Policy Statement	_____
25.	Standard DOT Title VI Assurances	_____
26.	Labor Provisions	_____

SECTION 5311 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant:

_____

Name and Relationship of Authorized Representative:

_____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in **Federal Fiscal Year 2025 (State Fiscal Year 2026)**. FTA intends that the certifications and assurances the Applicant selects on the first page of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during **Federal Fiscal Year 2025 (State Fiscal Year 2026)**. The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification,

assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____ Date: _____

Name: _____
Authorized Transit Representative of Applicant

01. ASSURANCES REQUIRED FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this Category "01." except to the extent that FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

As the duly authorized representative of the applicant, you certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763)relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
c. Section 5332 of the Federal Transit Law (49 U.S.C. §5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTS because of race, color, religion, national origin, sex, disability, or age.
d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
g. The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
j. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
k. The requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work

Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.

a. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

10. Will comply with environmental standards which may be prescribed pursuant to the following:
    a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
    b. Notification of violating facilities pursuant to EO 11738;
    c. Protection of wetlands pursuant to EO 11990;
    d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
    e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
    f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
    g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
    h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
11. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Prevention Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
13. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
14. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
15. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
17. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
18. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended, (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:

a. Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
b. Procuring a commercial sex act during the period of time that the award is in effect; or
c. Using forced labor in the performance of the award or sub-awards under the award.

1.1. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances -- Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

1. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
2. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
3. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plan and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.2. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

1. U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317-200.326 "Procurement Standards;
2. Federal laws, regulations, and requirements applicable to FTA procurements; and
3. The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.3. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
2. Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
4. Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

02. STANDARD ASSURANCES

1. The applicant certifies that it has made the non-discrimination assurance required in 49 CFR 27.9. If non-accessible vehicles are being purchased for use in demand responsive service, the appropriate certification has been made that equivalent service is provided to individuals with disabilities.
2. The applicant's Section 5310 service provides for maximum feasible coordination of transportation services assisted under Section 5310 with transportation services assisted by other Federal sources.
3. The applicant is recognized under State law as a private, nonprofit organization [or a public body providing services that go beyond the ADA authorized through the current federal funding and authorization bill and has the legal capacity to contract with the State to carry out the proposed project.
4. The applicant has or will have the required non-Federal cash match for the project; or such match will be provided in whole or in part from other State, local, or private sources.

5. The applicant is in compliance with all applicable civil rights requirements and has signed the FTA Civil Rights Assurance and The DOT Title VI Standard Assurance.
6. The applicant will comply with all existing Federal requirements regarding transportation of elderly persons and persons with disabilities.
7. The applicant will comply with all applicable requirements of U.S.DOT regulations on the participation of disadvantaged business enterprise in U.S.DOT programs.
8. The applicant assures that the service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of elderly persons and persons with disabilities described in the application for Section 5310 funds.
9. The applicant assures that private transit operators have been offered a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed special transportation service for elderly persons and person with disabilities.
10. The applicant assures that it has or will submit all applicable certifications currently required, including, but not limited to: the drug-free workplace certification, a certification that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA circular 4220.1F, "Third Party Contracting Requirements," and other implementing requirements FTA may issue, a certification that its project provides for the participation of private mass transportation companies to the maximum extent feasible; a certification it has paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project; a nonprocurement suspension and debarment certification; a bus testing certification for new bus models; a pre-award and post-delivery review certification; a lobbying certification for each application exceeding $100,000. The Applicant certifies that it will obtain from vendors the signed restrictions on lobbying certification when making purchases in excess of $100,000. Before awarding a contract, the applicant certifies that it will determine if the contractor is excluded or disqualified from receiving Federal contracts by checking the System for Award Management (SAM), documenting the fact that SAM was checked, and will not award a contract to a contractor that is excluded or disqualified from receiving Federal contracts.
11. The applicant possesses the necessary fiscal and managerial capability to implement and manage the proposed project.
12. The applicant has or will have by the time of delivery sufficient funds to operate the vehicles and equipment to be purchased under this project.
13. The applicant will comply with all applicable "Buy America" provisions, including 49CFR Parts 661, 663 and 665.
14. The Applicant certifies that they, their subcontractors and lower tiered subcontractors will comply with the attached Federally Required and Model Contract Clauses and will include the Federally Required and Model Contract Clauses in all bid documents, vendor agreements and service agreements.

03. 504 CERTIFICATION OF SPECIAL EFFORTS TO PROVIDE TRANSPORTATION THAT DISABLED PERSONS CAN USE

In accordance with 49 U.S.C. Chapter 53 Section 5310, (a) General Authority.— (1) Grants.—The Secretary may make grants to States and local governmental authorities under this section for public transportation capital projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities.

The applicant hereby certifies that special efforts are being made to provide transportation that disabled persons, including wheelchair users and semi-ambulatory persons, can use by recipients of funds under Section 5339/5310/5311 of the FTA ACT. The transportation resulting from these special efforts is reasonable in comparison to the transportation provided to the general public and meets a significant fraction of the actual transportation needs of such persons within a reasonable time.

04. LOCAL CIVIL RIGHTS ASSURANCES

The applicant certifies as a condition to receiving Federal assistance under Section 5339/5310/5311 of the Federal transit laws (49 U.S.C. Chapter 53) that:

1. No person shall on the grounds of race, color, creed, national origin, sex, age, or handicap be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives Federal financial assistance from the Federal Transit Administration (FTA).
2. The Applicant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or handicap.
3. The Applicant will conduct any program or operate any facility that receives or benefits from Federal financial assistance administered by the Department of Transportation in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, Nondiscrimination on the Basis of Handicap in Federally Assisted Programs and Activities receiving or benefiting from Federal Financial Assistance.
4. Special efforts are being made to provide transportation that handicapped persons, including wheelchair users and semi-ambulatory persons, can use. This transportation shall be reasonable in comparison to the transportation provided to the general public and shall meet a significant fraction of the actual transportation needs of such persons within a reasonable time. (This "Special efforts Certification" may be filed with the State on a one-time basis and referenced in each application.)

05. SCHOOL BUS OPERATIONS CERTIFICATION

The applicant certifies they do not engage in school bus operations exclusively for the transportation of students and school personnel. Therefore, the requirements of 49 CFR 605 does not apply to this project.

06. NONDISCRIMINATION ON THE BASIS OF DISABILITY

As required by U. S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, The Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, at 49 CFR parts 27, 27, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

07. INCIDENTAL SERVICES CERTIFICATIONS

The applicant hereby certifies that any incidental use provided will not interfere with the public transit services for which it was originally obtained and the incidental use will not exceed 20 percent of the total use of a vehicle.

08. CERTIFICATION OF EQUIVALENT SERVICE

The applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response Time;
2. Fares;
3. Geographic service area;
4. Hours and days of service;
5. Restrictions on trip purpose;
6. Availability of information and reservation capability; and
7. Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public entities operating demand responsive systems for the general public which receive financial assistance under section 18 of the Federal Transit Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds shall also file the certification with the appropriate state program office. Such public entities receiving FTA funds under any other section of the FT Act must file the certification with the appropriate FTA regional office. This certification is valid for no longer than one year from its date of filing.

09. CHARTER

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement.

The applicant agrees that it, and each of its sub-recipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

10. CERTIFICATIONS OF RESTRICTIONS ON LOBBYING

The Applicant certifies, to the best of their knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by A Government wide Guidance for New Restrictions on Lobbying, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C., 1352 c (1)-(2) (a), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The applicant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the applicant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

11. REGULATORY ASSURANCES

To assure that they will comply with the laws and requirements to the Section 5311 programs, applicants must sign and include the regulatory assurance with their application.

The Grantee hereby assures and certifies that it will comply with Federal statutes, regulations, Executive orders and administrative requirements that relate to the applications made to and grants received from the *Federal Transit Amendments*.

Acknowledgment is given of the attached list of such statutes, regulations, Executive orders and administrative requirements as may apply. (A list of statutes, regulations, Executive Orders and administrative requirements follows.)

The provisions of Section 1001 of Title 18, U.S.C., apply to any assurance or submission under this section.

12. USE OF PROJECT EQUIPMENT/FACILITIES

In Compliance with Section 6 of the Section 5311/5339 Project Agreement, the applicant certifies that:

1. The equipment and/or Facilities acquired under the project continue to be used for the purpose for which the grant was approved.
2. The equipment and/or facilities do not exceed that which is needed for transit operations.
3. None of the equipment or facilities has been sold, damaged or otherwise taken out of transit service.
4. There has not been a reduction in the local contribution made to the project.

The capital purchases comprising this project will be owned by the applicant and are being obtained for use in the provision of Mass Transportation services in counties served by applicant documented in this application.

It is understood that the Grant agreement will contain provisions to assure the continuation of such use during the useful life of the project facilities and that, in the event that such facilities are sold or otherwise devoted to another use during their useful life, the Applicant will be required to refund proportionate share of the Federal Grant based on the sale and proceeds or the market value of the facilities.

13. SAFETY MANAGEMENT POLICY STATEMENT

The management of safety is one of our core business functions. The applicant is committed to developing, implementing, maintaining, and constantly improving processes to ensure that all our transit service delivery activities take place under a balanced allocation of organizational resources, aimed at achieving the highest level of safety performance and meeting established standards.

All levels of management and all employees are accountable for the delivery of this highest level of safety performance, starting with Accountable Executive on file with our office. The applicant commitment is to:

1. Support the management of safety through the provision of appropriate resources, that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as the attention to the results of the other management systems of the organization;
2. Integrate the management of safety among the primary responsibilities of all managers and employees;
3. Clearly define for all staff, managers and employees alike, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of our safety management system;
4. Establish and operate hazard identification and analysis, and safety risk evaluation activities, including an employee safety reporting program as a fundamental source for safety concerns and hazard identification, in order to eliminate or mitigate the safety risks of the consequences of hazards resulting from our operations or activities to a point which is consistent with our acceptable level of safety performance;
5. Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
6. Comply with, and wherever possible exceed, legislative and regulatory requirements and
7. Ensure that sufficient skilled and trained human resources are available to implement safety management processes;
8. Ensure that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills;
9. Establish and measure our safety performance against realistic and data-driven safety performance indicators and safety performance targets;
10. Continually improve our safety performance through management processes that ensure that appropriate safety management action is taken and is effective; and
11. Ensure externally supplied systems and services to support our operations are delivered meeting our safety performance standards.

14. PROCUREMENT INFORMATION CERTIFICATION

It must be understood that vehicles to be procured under this program will be purchased through competitive bidding in accordance with the established State and Federal procedures. Where possible

by law, the State will procure the vehicle and equipment on behalf of the private non-profit organizations; where this is prohibited, the individual organizations will procure vehicles and equipment through competitive bidding procedures established by the State. The State will offer every assistance possible under the law. The applicant certifies that based on experience that the organizations records have been reviewed and have fiscal and managerial capability to carry out the project.

15. TAX LIABILITY AND FELONY CONVICTIONS

Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. As prescribed by U.S. DOT Order 4200.6, FTA requires each applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

1. It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

16. TRANSIT ASSET MANAGEMENT PLAN

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it has, or will develop, a transit asset management plan in compliance with 49 C.F.R. Part 625.

17. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING

17.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

17.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the

appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

18. ALCOHOL AND CONTROLLED SUBSTANCES TESTING

If the applicant will apply for an award under FTA's Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its sub-recipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its sub-recipients, and its contractors are compliant with the FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

19. DEMAND RESPONSIVE SERVICE

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

1. Response Time;
2. Fares;
3. Geographic area of service;
4. Hours and days of service;
5. Restrictions or priorities based on trip purpose;
6. Availability of information and reservation capability; and
7. Any constraints on capacity or service availability.

20. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system fail to comply with Federal laws or regulations in accordance with applicable Federal directives.

The Applicant certifies that its procurements and procurement system will comply with all applicable

Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has expressly approved otherwise in writing.

21. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

Each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or operate public transportation equipment or facilities in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

1. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303 and 5304.
2. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
3. Paid just compensation under State or local law to the company for any franchise or property acquired.

22. LEGAL NAME OF ENTITY/APPLICANT

The name listed above is the only name that will be recognized by the Office of Transportation Delivery/Kentucky Transportation Cabinet with regard to the approval of transportation operations, contracting, purchasing, audition, insurance, jurisdiction, etc. under the FY 2025-2026:

(Please check the line for the applicable program)

_____ **Section 5303**

_____ **Section 5304**

_____ **Section 5310**

_____ **Section 5311**

_____ **Section 5339**

23. COMMITMENT OF LOCAL SHARE

The applicant will provide, from identifiable sources, appropriate local match for the purchase of any equipment approved under Sections 5339/5310/5311/5303/5304 of the Federal Transit Act.

No federal funding or revenues derived from a federally sponsored program will be used to provide local match for any equipment granted under Sections 5339/5310/5311/5303/5304 of the Federal Transit Act.

The Applicant is authorized by to apply for and accept grants of money to assist in the implementation of a transit system; and

The Applicant has applied to the Kentucky Transportation Cabinet and the Federal Transit Administration of the United States Department of Transportation Act of 1964, in connection with the Section 5311/5310/5339/5303/5304 project; and

The said applicant requires assurance relative to the commitment of the local share for the Section 5309/5311/5310/5339 project(s).

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD.

Applicant will provide, from identifiable sources, appropriate local match to provide the entire 20 percent local share of the total project cost of its entire Statewide and Non-Metropolitan Planning grant request. The local matching share consists of the following:

_____ Cash _____ In-Kind _____ Combination

24. DBE/WBE POLICY STATEMENT

The applicant expresses its commitment to use DBEs and WBEs in all aspects of contracting to the maximum extent feasible.

1. THE APPLICANT or its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.
2. THE APPLICANT will make every effort to locate DBEs and purchase materials and services for use in the applicant's grant.
3. THE APPLICANT shall document the steps it has taken to obtain DBE participation as outlined in the Office of Transportation Delivery DBE Program.
4. THE APPLICANT is advised that should they find a DBE from which they can purchase these materials and services it will then ask that KYTC certify this DBE. KYTC will make available names of DBEs, that they have certified, that have the capability to furnish these materials.
5. All bidders, proposers and contractors will receive notice of THE APPLICANTS commitment to the DBE through mail outs and pre-bid notifications. DBE participation will be a factor in awarding contracts and will be monitored during the performance of the contract.
6. Failure to carry out the requirements set forth in 49 CFR Part 26 shall constitute a breach of contract and, after the notification of FTA and the Kentucky Transportation Cabinet, may result in termination of the agreement of contract by the KYTC or such remedy as KYTD deems appropriate.

25. STANDARD DOT TITLE VI ASSURANCES

Applicant (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation --

Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

a. Each "program and "facility" (as defined in Section 21.23(e) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

1. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
2. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
3. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
4. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:
    a. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
    b. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
5. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
    a. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
    b. the period during which the sponsor retains ownership or possession of the property.
6. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
7. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
    a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
    b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall

take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clause shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. **The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.**
2. **The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.**

26. LABOR PROVISIONS

The Applicant is making application to the KYTC, pursuant to Section 5311 of the current federal funding and authorization bill for a mass transportation grant to assist in Operating funding.

The Applicant agrees that, in the absence of a waiver by the Department of Labor, the terms and conditions of the Special Section 49 U.C.C. 5333(b) Warranty (also known as Section 13 (c) of the Federal Transit Act) shall apply for the protection of the employees of any employer providing transportation services assisted by the Recipient, and the employees of any other surface public transportation providers in the transportation services area of the Project. The Warranty arrangement shall be made on part of the contract assistance and shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative.

The Applicant hereby certifies acceptance of the terms and conditions of the Special Section 49 U.C.C. 5333(b) Warranty (also known as Section 13 (c) of the Federal Transit Act). Such acceptance will be sufficient to permit the release of Section 5311 funding in the absence of a finding of noncompliance by the Department of Labor. This letter of acceptance is filed with the Kentucky Transportation Cabinet.

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT VARIOUS GRANT APPLICATIONS TO THE KENTUCKY TRANSPORTATION CABINET, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THESE GRANT APPLICATIONS, AND TO ACCEPT THESE GRANTS IF THESE GRANTS ARE AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $1,089,320.00 (($525,000.00 - FHWA PLANNING), ($108,000.00 - FEDERAL TRANSIT ADMINISTRATION SECTION 5303), ($456,320.00 – SURFACE TRANSPORTATION BLOCK GRANT (SLX)) IN FEDERAL FUNDS AND $65,625.00 IN COMMONWEALTH OF KENTUCKY FUNDS FOR FY 2026 TRANSPORTATION PLANNING ACTIVITIES UNDER THE UNIFIED PLANNING WORK PROGRAM (UPWP), THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $206,705.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 and submit various Grant Applications, which are attached hereto and incorporated herein by reference, to the Kentucky Transportation Cabinet, to provide any additional information requested in connection with these Grant Applications, and to accept these Grants if these Grants are awarded, which Grant funds are in the amount of $1,089,320.00 (($525,000.00- FHWA Planning), ($108,000.00- Federal Transit Administration Section 5303), ($456,320.00 - Surface Transportation Block Grant (SLX)) in Federal funds and $65,625.00 in Commonwealth of Kentucky funds for FY 2026 Transportation Planning Activities under the Unified Planning Work Program (UPWP), the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $206,705.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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
219-25:WDR:4921-3882-7556, v. 1

RESOLUTION NO. 110 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT VARIOUS GRANT APPLICATIONS TO THE KENTUCKY TRANSPORTATION CABINET, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THESE GRANT APPLICATIONS, AND TO ACCEPT THESE GRANTS IF THESE GRANTS ARE AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $1,089,320.00 (($525,000.00 - FHWA PLANNING), ($108,000.00 - FEDERAL TRANSIT ADMINISTRATION SECTION 5303), ($456,320.00 – SURFACE TRANSPORTATION BLOCK GRANT (SLX)) IN FEDERAL FUNDS AND $65,625.00 IN COMMONWEALTH OF KENTUCKY FUNDS FOR FY 2026 TRANSPORTATION PLANNING ACTIVITIES UNDER THE UNIFIED PLANNING WORK PROGRAM (UPWP), THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $206,705.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 and submit various Grant Applications, which are attached hereto and incorporated herein by reference, to the Kentucky Transportation Cabinet, to provide any additional information requested in connection with these Grant Applications, and to accept these Grants if these Grants are awarded, which Grant funds are in the amount of $1,089,320.00 (($525,000.00- FHWA Planning), ($108,000.00- Federal Transit Administration Section 5303), ($456,320.00 - Surface Transportation Block Grant (SLX)) in Federal funds and $65,625.00 in Commonwealth of Kentucky funds for FY 2026 Transportation Planning Activities under the Unified Planning Work Program (UPWP), the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $206,705.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

219-25:WDR:4921-3882-7556, v. 1

Copy in lieu of original

Resolution #110-202
Contract #106-2025
971

METROPOLITAN AREA

PUBLIC TRANSPORTATION GRANT AGREEMENT

BETWEEN

THE KENTUCKY TRANSPORTATION CABINET
AND

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)
SAM # VM1GLHWZXA96

This **AGREEMENT** is made and entered into this 19th day of August 2025, between the Commonwealth of Kentucky, Transportation Cabinet, party of the first part, hereinafter referred to as the **CABINET** and the Lexington-Fayette Urban County Government (LFUCG) party of the second part, hereinafter referred to as the **RECIPIENT**.

WITNESSETH:

WHEREAS, Sections 5303 (Metropolitan Planning Program, ALN #20.505) and Section 5304 (State Planning and Research Program, ALN #20.505), of the Title 49, United States, Chapter 53, Fixing America's Surface Transportation Act (FAST Act) or Infrastructure Investment and Jobs Act (IIJA): Federal Transit Administration provides funds to assist in providing public transportation; and,

WHEREAS, the **RECIPIENT** has executed and filed with the **CABINET** an Application(s) incorporated by reference and also considered as Attachment A, requesting Federal financial participation in a program of public transportation (hereinafter referred to as the **PROJECT**), **CABINET** financial participation, and Local financial participation in accordance with Attachment(s) B-5303, B-5304; and,

WHEREAS, the **CABINET** and the Federal Transit Administration (hereinafter referred to as **FTA**), have determined that the **PROJECT** is in accordance with the purpose of the Formula Grant Program(s); and,

WHEREAS, the **RECIPIENT** desires, in accordance with its approved unified planning work program (UPWP) and budget(s) to permit the **PROJECT** to include the planning and administration services; and,

WHEREAS, the **RECIPIENT** desires in accordance with said UPWP and/or application to provide a program of public transportation to include transportation administration

and planning or to provide coordination of public transportation activities, technical assistance, training, and planning support within the Lexington-Fayette Urban County Government (LFUCG) planning area.

WHEREAS, the **RECIPIENT** will agree to abide by guidance Circulars 8100.1C and 5010.1E,

NOW THEREFORE, in consideration of the mutual covenants herein set forth the **CABINET** and the **RECIPIENT** hereby agree as follows:

Section 1
Project Description

It is understood by both contracting parties that the effective date and duration of each Program Budget is noted in each Specific Program Attachment B, and

The **RECIPIENT** shall undertake and complete the **PROJECT** as described in its Unified planning work program (UPWP) in accordance with the terms and conditions of this **AGREEMENT**, 49 U.S.C. and applicable FTA Circulars, 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Attachment C); Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule (Attachment D), 49 CFR Part 18), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (Common Rule (Attachment D), 49 CFR Part 19), and any other regulation or directive issued by the **CABINET** or FTA. It is understood that this **PROJECT** is to provide public transportation services in accordance with the Unified planning work program (UPWP) and to provide coordinating and technical services in accordance with its application. Service adjustments may be necessary; however, no significant change in the basic service concept will be implemented without the mutual approval of both the **CABINET** and the **RECIPIENT**. Unless waived, the **RECIPIENT** shall comply with the requirements of Section 5333(b) of the Federal Transit Act, as stipulated by the U.S. Department of Labor conditions incorporated herein and made a part hereof as Attachment A, Special Section 5333(b) Warranty for Section 5303 or other applicable Labor conditions incorporated herein.

Section 2
Duration of Project

The **RECIPIENT** shall carry on and complete the **PROJECT** in accordance with Attachment B (July 1, 2025 – June 30, 2026) (Metropolitan Planning Program & State Planning and Research Program Budget and Period of Performance). Nothing in this **AGREEMENT** should be construed to prevent the duration of the project from being changed by mutual agreement of the **CABINET** and the **RECIPIENT**.

Section 3
Project Funding

It is expressly understood that funds for this **PROJECT** are being provided through an appropriation authorized under applicable Sections 5303 & 5304 of the Federal Transit Act. This is not a Research and Development Grant.

The total amended federal award for KY-2024-012-01 was $1,653,128, and the award date was 7/29/2025. The total amount of federal funds obligated to Lexington-Fayette Urban County Government (LFUCG) from KY-2021-030-03 in this agreement is $86,400.

It is the responsibility of the **CABINET** to obtain these funds from **FTA**. These funds may be authorized by either a single authorization or by a series of authorizations. The total cost of the **PROJECT** shall not exceed the amount indicated in the budget attached hereto as Attachment B, and made a part hereof unless approved in writing by the **CABINET**. The **RECIPIENT** agrees to provide local matching funds in the amount sufficient, together with the authorized funds, to assure funding for completion of the **PROJECT**. **PROJECT** costs are payable monthly by the **CABINET** upon presentation of invoices, which should include explanations and justifications for such funds requisitioned. Invoices shall comply with the expense categories in Attachment B. Ten (10) percent of the final invoice may be withheld pending completion and acceptance of an audit as required in Section 7.

It is understood that the value and character of all "in-kind" services must be approved by the **CABINET** prior to being credited to the **PROJECT**. All "in-kind" services must meet both **CABINET** and **FTA** eligibility and applicability requirements for Section 5303 & 5304 funding and the Common Rule (49 CFR Parts 18 and 19).

It is further understood that since this **PROJECT** is to provide public transportation services, budget adjustments may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the approval of the **CABINET**. In order for the **RECIPIENT** to be reimbursed for costs, which are not listed in Attachment B, the **RECIPIENT** must obtain written approval from the **CABINET**.

Section 4
Allowable Costs

The **PROJECT** costs referred to in this **AGREEMENT** shall be comprised of the allowable costs incident to the performance of the **PROJECT** less applicable credit, to be determined in accordance with the standards set forth in 49 U.S.C. Section's 5303 & 5304 and applicable FTA circulars, 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or other

appropriate federal management circular. **PROJECT** costs will be in accordance with the approved line item budget in Attachment B.

Statement of Financial Assistance

This contract is subject to a financial assistance contract between the Kentucky Transportation Cabinet and the Federal Transit Administration.

Section 5
Assignablilty

The **RECIPIENT** shall not assign any portion of the work to be performed under this **AGREEMENT**, except as set forth in the Unified planning work program (UPWP) or application, or execute any contract or amendment thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this **AGREEMENT** without the prior written concurrence of the **CABINET**.

Section 6
Reporting and Records

The **RECIPIENT** shall maintain and comply with all reporting requirements outlined by **FTA** and the **CABINET**. The **RECIPIENT** shall send to the **CABINET** a quarterly progress report, at a minimum.

The **RECIPIENT** shall establish and maintain, separate accounts for the **PROJECT**, either independently or within its existing accounting system, to be known as the **PROJECT** Account. All charges to the **PROJECT** Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the **PROJECT** shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

The **RECIPIENT** shall retain all records for a period of three (3) years from the date of final payment under this contract.

Section 7
Audit and Inspection

The **RECIPIENT** shall have an independent certified audit performed in accordance with OMB 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [This supersedes and streamlines Circulars A-21, A-87-A-110, and A122 (which have been placed in OMB guidance's); Circulars A-89, A-

11-, A-102, and A-133. Audits of States, Local Governments and Nonprofit Organizations]. The **RECIPIENT** shall permit the **CABINET**, the Comptroller General of the United States and Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all **EQUIPMENT** and **PROPERTY** purchased by **RECIPIENT** as part of the **PROJECT**, all transportation services rendered by the **RECIPIENT** as part of the **PROJECT**, and all relevant **PROJECT** data and records. The **RECIPIENT** shall also permit the above named persons to review audits and working papers or audit the books, and accounts of the **RECIPIENT** pertaining to the **PROJECT**. **RECIPIENTS,** in accordance with OMB 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are required to submit audit reports within 30 days after receipt of the auditor's report(s) to the Federal Audit Clearing House (FAC). In addition, two (2) original audit reports for each Fiscal Year that federal funds are expended under this **AGREEMENT** are to be submitted to the **CABINET** Office of Transportation Delivery, and postmarked within 30 calendar days after receipt of the Auditor's report or nine (9) months after the end of the Fiscal Year, whichever comes first in accordance with 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If the due date falls on a Saturday, Sunday or Federal Legal Holiday, the audit is due the next business day. The CABINET Office of Transportation Delivery will utilize the issue date on the Independent Audit Report Letter as the receipt date unless the RECIPIENT provides evidence that the Audit Report was actually received (via hand delivery, Postal Mail or E-mail) on a different date. A RECIPIENT's board approval date of the audit or the Audit Report release date are not accepted dates of receipt. Any **RECIPIENT** expending less than $1,000,000 in federal funds in a fiscal year, is not required to have a 2 CFR PART 200-Audit, but must submit an annual independent financial audit to the **CABINET** within 30 days after receipt of the auditor's report(s) or nine months after the end of the Fiscal Year, whichever comes first.

Subrecipients are to electronically submit the data collection form to the Federal Audit Clearinghouse (FAC) on time as required by 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This regulation requires that the data collection form must be submitted to FAC within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the fiscal year.

Section 8
Insurance

The **RECIPIENT** shall obtain insurance adequate to protect the **PROJECT PROPERTY** and **EQUIPMENT** as well as public liability insurance. The **RECIPIENT** shall certify to the **CABINET** the existence of such coverage before beginning vehicle operations, where applicable.

Section 9
Responsibility for Claims and Liabilities

The **RECIPIENT** shall be responsible for and save harmless the **CABINET** for all damage to life and property due to the activities of **RECIPIENT**, its subcontractors, agents or employees, in connection with their services under this **AGREEMENT**.

Section 10
Compliance with Commonwealth of Kentucky Motor Vehicle Laws

The **RECIPIENT** shall comply with all Motor Vehicle laws deemed appropriate to this **PROJECT** including Kentucky Revised Statute Chapter 281.

Section 11
Drug Free Workplace

The **RECIPIENT** shall comply with the U.S. DOT regulations, Drug-Free Workplace Requirements (grants), 49 C.F.R. Part 29, Subpart F.

Section 12
Compliance with Civil Rights Act of 1964 and Title VI

During the performance of this contract, the **RECIPIENT** for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: The **RECIPIENT** will comply with the regulations of the **CABINET** relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The **RECIPIENT**, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the **REGULATIONS**, including employment practices when the contract covers a program set forth in Appendix B of the **REGULATIONS**.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the **RECIPIENT** for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier

shall be notified by the **RECIPIENT** of the **RECIPIENT'S** obligations under this contract and the regulations relative to nondiscrimination on the ground of race, religion, color, sex, national origin, age, or disability.

4. Information and Reports: The **RECIPIENT** will provide all information and reports required by the **REGULATIONS**, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Cabinet to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** will so certify to the **CABINET** as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **RECIPIENT'S** noncompliance with the nondiscrimination provisions of this contract, the **CABINET** will impose such contract sanctions as it may determine to be appropriate, including but not limited to:

    a. Withholding payment to the **RECIPIENT** under the contract until the contractor complies; and/or

    b. Cancellation, termination or suspension of the contract, in whole or in part. Incorporation of Provisions: The **RECIPIENT** will include the provisions or Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment unless exempt by the **REGULATIONS**, order or instructions issued pursuant thereto. The **RECIPIENT** will take such action with respect to any subcontract or procurement as the **CABINET** may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **CABINET** may request the State to enter into such litigation to protect the interests of the State.

    Title VI of the Civil Rights Act of 1964 provides that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, In pursuit of this objective, the **RECIPIENT** must not (1) provide any service, financial aid, or benefit that is different from that provided to others; (2) subject an individual to segregation or separate treatment; (3) Restrict an individual in the enjoyment of any advantage or privilege enjoyed by others; (4) Deny any individual service, financial aid,

or benefit under the program; (5) Treat individuals differently in terms of whether they satisfy admission, eligibility , or membership; (6) Deny an individual the opportunity to participate in the provision of services; and (7) Deny a person the opportunity to participate as a member of a planning or advisory body. Reference FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for FTA Recipients."

The Title VI Notice of Protections Against Discrimination (Beneficiary Notice) should be adopted by the **RECIPIENT**. This notice should be posted on the **RECIPIENT** website, if applicable, and disseminated through such measures, including but not limited to, public hearings, posters, flyers, etc.

The **RECIPIENT** must abide by the Title VI Principles regarding Environmental Justice.

The **RECIPIENT** must have a plan to ensure access to programs and activities by persons with Limited English Proficiency (LEP).

Section 13
Compliance with Governor's Code of Fair Practice

During the performance of this contract, the **RECIPIENT** agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or disability. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age, or disability.

3. The contractor will send to each labor union or representative of workers, with which he had a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers'

representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section 14
Equal Employment Opportunity

In connection with the execution of this **AGREEMENT**, the **RECIPIENT** shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability. The **RECIPIENT** shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection of training, including apprenticeship. The **RECIPIENT** will incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this **AGREEMENT**. Reference FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients."

The **RECIPIENT** must submit for approval an EEO/Affirmative Action Plan if they meet the following threshold: 50 or more transit-related employees and received capital or operating assistance in excess of $1million the past year or received planning assistance in excess of $250,000.

Section 15
Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this **AGREEMENT** or to any benefit arising there from.

Section 16
Prohibited Interest

No member, officer, or employee of the **CABINET** or of the **RECIPIENT** during his tenure or for one year thereafter shall have any interest, direct or indirect, in this **AGREEMENT** or the proceeds thereof.

Section 17
Covenant Against Contingent Fees

The **RECIPIENT** warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this **AGREEMENT** upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the **CABINET** shall have the right to annul this **AGREEMENT** without liability or, in this discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 18
Applicable Laws

This **AGREEMENT** shall be in accordance with the laws of the Commonwealth of Kentucky and the Federal Transit Administration.

Section 19
Discrimination of Persons with Disabilities

The **RECIPIENT** agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and with the Americans with Disabilities Act of 1990 (ADA), and applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation, prohibiting discrimination against otherwise qualified persons with disabilities under any program or activity receiving federal financial assistance covered by this **AGREEMENT.**

Section 20
Disadvantaged Business Enterprise Policy

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this **AGREEMENT**. Consequently the DBE requirements of 49 CFR part 26 apply to this **AGREEMENT**.

DBE Obligation: The **RECIPIENT** or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR part 26 are given a level playing field in order to fairly participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this **AGREEMENT**. In this regard the **RECIPIENT** or contractors shall take all necessary and reasonable steps in accordance with 49 CFR part 26 to ensure that disadvantaged business enterprises have an opportunity to compete for and perform contracts. The **RECIPIENT** and their contractors shall not discriminate on the basis of race, color, national origin, or sex in

the award and performance of any. DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **RECIPIENT** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The **RECIPIENT'S** DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the **RECIPIENT** of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.)*.

The **RECIPIENT** shall look for ways to achieve the goals of the DBE Program through more race-neutral means in order to create a level playing field and increase opportunities for all small businesses, including DBE firms.

The **RECIPIENT** will make every effort to locate DBE's to purchase materials and services for use in the **PROJECT**. To demonstrate reasonable efforts to meet the Disadvantaged Business Enterprise contract goal, the **RECIPIENT** will provide documentation of the steps it has taken to obtain Disadvantaged Business Enterprise participation, including, but not limited to the following:

1. Attendance at a pre-bid meeting, if any, scheduled by the **RECIPIENT** to inform DBE's of subcontracting opportunities under a given solicitation;

2. Advertisement in general circulation media, trade association publications, and disadvantaged-focus media before bids or proposals are due;

3. Written notification to Disadvantaged Business Enterprises that are available that their interest in the contract is solicited;

4. Efforts made to select portions of the work proposed to be performed by DBE's in order to increase the likelihood of achieving the stated goal;

5. Efforts to negotiate with Disadvantaged Business Enterprises for specific sub-bids including at a minimum:

    a. The names, addresses, and telephone numbers of Disadvantaged Business Enterprises that were conducted.

    b. A description of the information provided to Disadvantaged Business Enterprises regarding the plans and specifications for portions of work to be performed.

c. A statement of why agreement was not reached with Disadvantaged Business Enterprises.

6. Explanation when a **RECIPIENT** determines that a Disadvantaged Business Enterprise is not qualified.

7. Effort made to assist the Disadvantaged Business Enterprise contacted that needed assistance in obtaining bonding or insurance required by the Kentucky Transportation Cabinet.

The **CABINET** will make available names of DBE's, that they have certified, that have the capability to furnish these materials or services. The **RECIPIENT** is advised that should they find a DBE from which they can purchase these materials or services it will then ask that the **CABINET** certify this DBE.

The **RECIPIENT** must create and maintain a bidders list of prime contractors and subcontractors on DOT-assisted projects. The following information must be included:

Firm Name
Firm Address
Status as a DBE or non-DBE firm
Age range of the firm (ranges determined by OTD)
Range of the Annual Gross Receipts (ranges determined by OTD) over the past three (3) fiscal years
Number of Employees
Industry Title (based on NAICS)

If as a condition of assistance the **RECIPIENT** has submitted and the **CABINET** has approved a disadvantaged business enterprise affirmative action program which the **RECIPIENT** agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the **RECIPIENT** of its failure to carry out the approved program the U.S. DOT shall impose such sanctions as noted in 49 CFR part 26, which sanctions may include termination of the **AGREEMENT** or other measures that may affect the ability of the **RECIPIENT** to obtain future U.S. DOT financial assistance.

The **RECIPIENT** should take all reasonable steps to eliminate obstacles for small business participation. To qualify as a small business, the standards of the Small Business Administration (SBA) must be met. Steps to help eliminate obstacles include, but are not limited to:

- Encourage bid packages to include portions of the contract that can be reasonably bid by small businesses

- Require a prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

- Placing this statement in every bid package (any procurement $20,000 and over): "In regard to the arrangement of the solicitation, times for the bid opening, delivery schedules, etc. these will be made in a manner to facilitate participation by Small Businesses Concerns. The definition, size standards, and average gross receipts of Small Businesses are found in 13 CFR Part 121."

- For non-traditional transit grants, Livability Bus Grants, and other transit grants/projects that reach out to other community or State entities, identify alternative acquisition strategies and structured procurements that will allow joint ventures consisting of small businesses, including DBE firms, to be able to competitively compete for prime contracting opportunities.

All this should be accomplished in a race and gender neutral manner.

Section 21
Model Clauses

Attachment C, Federally Required and Model Contract Clauses and Attachment D, current Federal Transit Administration Master Agreement (FTA MA), are herein made a part of this **AGREEMENT**. The **RECIPIENT** shall abide by the FTA Master Agreement. The **RECIPIENT** shall include the Model Clauses in all subcontracts entered into pursuant to this **AGREEMENT**.

Section 22
Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by **AGREEMENT** between the **RECIPIENT** and the **CABINET** shall be referred to the Executive Director, Office of Transportation Delivery of the Transportation Cabinet of the Commonwealth of Kentucky, or his/her duly authorized representative.

Section 23
Termination

The **CABINET** may cancel this **AGREEMENT** at any time by giving thirty (30) days written notice of such cancellation to the **RECIPIENT** for any of the following reasons:

1. The **RECIPIENT** discontinues the use of the **EQUIPMENT** or **PROPERTY** during the **PROJECT** period for the purpose of providing public transportation services;

2. The **RECIPIENT** fails to provide or support public transportation services during the **PROJECT** period;

3. The **RECIPIENT** takes any action pertaining to this **AGREEMENT** without the approval of the **CABINET** and which, under the terms of this **AGREEMENT**, would have required the concurrence of the **CABINET**;

4. The commencement, prosecution or timely completion of the **PROJECT** by the **RECIPIENT** is, for any reason, rendered improbable, impossible or illegal;

5. The **RECIPIENT** shall be in default under any provision of this **AGREEMENT**.

Upon cancellation of this **AGREEMENT** under the provision of this paragraph, the **RECIPIENT** agrees to dispose of the **PROJECT EQUIPMENT** in accordance with the provisions of Section 6 of this **AGREEMENT**.

The **RECIPIENT** reserves the right to cancel this **AGREEMENT** by giving thirty (30) days written notice of such cancellation to the **CABINET**. The parties hereto may terminate this **AGREEMENT** at any time upon mutual written agreement, in which case the **EQUIPMENT** or **PROPERTY** will be disposed of in accordance with the provisions of Section 6 of this **AGREEMENT**.

Section 24
Federal Award

All Federal Transit Administration (FTA) Grants and grant amounts referenced in this **AGREEMENT** are subject to Federal Award and no funds will be reimbursed to the **RECIPIENT** by the **CABINET** until Federal Award by FTA is made. The **CABINET** will notify the **RECIPIENT** once Federal Award has been made.

Section 25
Access to Records

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books,

documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

This Section (Section 26) only applies to **RECIPIENT(S)** who are non profit 501(c)(3) corporations and is not applicable to other government agencies. This includes state and federal agencies, local governments and state universities.

Section 26
Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Section 27
Agreement Change

Any proposed change in this **AGREEMENT** must be at the mutual consent of the **RECIPIENT** and the **CABINET** and must have prior written approval of the **CABINET**.

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.

II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.

III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.

IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.

V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

Section 28
Disputes, Breaches, Defaults, and Litigation

a) *Cabinet/FTA Interest.* Cabinet/FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments

thereto including, but not limited to, a default, breach, major dispute, or litigation, and Cabinet/FTA reserves the right to concur in any settlement or compromise.

b) *Notification to Cabinet/FTA; Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government or State Government emerges, the Recipient must promptly notify the Cabinet. If a current or prospective legal matter that may affect the Federal Government emerges, the Cabinet must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which Cabinet is located. In addition, the Recipient must include a similar notification requirement in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or State Government as a party to litigation or a legal disagreement in any forum for any reason.

2. Matters that may affect the Federal Government or State Government include, but are not limited to, the Federal and/or State Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal and/or State Government's administration or enforcement of federal and/or state laws, regulations, and requirements.

3. *Additional Notice to U.S. DOT Inspector General.* The Recipient must promptly notify the Cabinet if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The Cabinet must notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and the Cabinet, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer

information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

c) *Federal Interest in Recovery*. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

d) *Enforcement*. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

Section 29
MOA/PSC Exception Standard Terms and Conditions
Revised May 2025

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date
This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of $10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 LRC Policies
This section does not apply to governmental or quasi-governmental entities.
Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage ((https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum
This section does not apply to governmental or quasi-governmental entities.
This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements
This section does not apply to governmental or quasi-governmental entities.
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision
The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-

professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky
This section does not apply to governmental or quasi-governmental entities.
The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity
Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at https://onestop.ky.gov/Pages/default.aspx

9.00 Invoices for fees
This section does not apply to governmental or quasi-governmental entities.
The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized
This section does not apply to governmental or quasi-governmental entities.
The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein
This section does not apply to governmental or quasi-governmental entities.
The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications
This section does not apply to governmental or quasi-governmental entities.
The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles
This section does not apply to governmental or quasi-governmental entities.
The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance
This section does not apply to governmental or quasi-governmental entities.
The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of

this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42
U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws,

respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by
providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

18.00 Non-Discrimination
The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following:

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will

(d) receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

(e) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
KRS Chapter 139 (SALES AND USE TAXES)
KRS Chapter 141 (INCOME TAXES)
KRS Chapter 337 (WAGES AND HOURS)
KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

SIGN HERE

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this **AGREEMENT** to be executed upon signature by proper officers and representatives on the date and year first written above:

Applicant:

Linda Gorton 9/19/25

Lexington-Fayette Urban County Government (LFUCG) Date
Mayor

Recommended Grant Approval:

Tabitha Martin, Regional Program Manager Date
Office of Transportation Delivery

Approved:

Vickie S. Bourne, Executive Director
Office of Transportation Delivery

Date

Form and Legality:

Todd Shipp
Todd Shipp (Aug 7, 2025 07:49:25 EDT)

Todd Shipp, Asst. General Counsel
Office of Legal Services

08/07/25

Date

200 Mero Street
Frankfort, KY 40622

Phone: (502) 564-7433

LFUCG FY2026 5303 Contract

Final Audit Report 2025-08-07

Created:	2025-08-06
By:	Tabitha Martin (Tabitha.Martin@ky.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZWmqyJjOeCgkeSJix1oB68mw7e7XcC51

"LFUCG FY2026 5303 Contract" History

Document created by Tabitha Martin (Tabitha.Martin@ky.gov)
2025-08-06 - 7:24:41 PM GMT- IP address: 205.204.186.47

Document emailed to todd.shipp@ky.gov for signature
2025-08-06 - 7:25:11 PM GMT

Email viewed by todd.shipp@ky.gov
2025-08-06 - 10:23:56 PM GMT- IP address: 54.145.55.175

Signer todd.shipp@ky.gov entered name at signing as Todd Shipp
2025-08-07 - 11:49:23 AM GMT- IP address: 205.204.186.47

Document e-signed by Todd Shipp (todd.shipp@ky.gov)
Signature Date: 2025-08-07 - 11:49:25 AM GMT - Time Source: server- IP address: 205.204.186.47

Agreement completed.
2025-08-07 - 11:49:25 AM GMT

Adobe Acrobat Sign

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0220-25

File ID: 0220-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 02/24/2025

File Name: Request Council authorization to submit an application to Kentucky Office of Homeland Security requesting federal funds in the amount of $109,350 for FY2025 from the Law Enforcement Protection Program to purchase patrol rifle kits for all sworn officers.

Final Action: 03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $109,350 in Federal funds to the Ky. Office of Homeland Security, under the Law Enforcement Protection Program, for the Div. of Police, to purchase rifle kits for all sworn officers, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept this award, if offered, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

Notes:

Sponsors:

Enactment Date: 03/20/2025

Attachments: 25-Blue Sheet Memo - LE Protection Program, 220-25 homeland security grant 4937-4638-4673 v.1.docx, R-111-2025

Enactment Number: R-111-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
2	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/20/2025		
2	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0220-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application seeking $109,350 in Federal funds to the Ky. Office of Homeland Security, under the Law Enforcement Protection Program, for the Div. of Police, to purchase rifle kits for all sworn officers, authorizing the Mayor to provide any additional information requested in connection with this Grant Application, authorizing the Mayor to accept this award, if offered, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and further authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

Summary

Authorization to submit an application to Kentucky Office of Homeland Security requesting Federal funds in the amount of $109,350 for FY2025 from the Law Enforcement Protection Program to purchase patrol rifle kits for all sworn Officers. No matching funds are required. (L0220-25) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 2/18/2025

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if awarded funds.

Account Number:

This Fiscal Year Impact: $109,350

Annual Impact: $0

Project: STHO_LEPP_2026

Activity: FED_GRANT

Budget Reference: 2026

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 21, 2025**

SUBJECT: **Kentucky Office of Homeland Security – FY25 Grant Application from the Law Enforcement Protection Program**

Request: Council authorization to submit an application to Kentucky Office of Homeland Security requesting federal funds in the amount of $109,350 for FY2025 from the Law Enforcement Protection Program to purchase patrol rifle kits for all sworn officers. No matching funds are required.

Purpose of Request: The Kentucky Office of Homeland Security is accepting applications for federal funding from the Law Enforcement Protection Program. This federally funded program, originating from the U.S. Department of Homeland Security, provides financial assistance to the states to prevent, respond to, and recover from acts of terrorism. The states have the responsibility for apportioning funding to local governments.

The Lexington Police Department wishes to apply for grant funds from the Law Enforcement Protection Program to purchase thirty (30) ERU rifle kits that are equipped with modular systems that allow for customization based on the specific needs of a mission.

What is the cost in this budget year and future budget years? $109,350 in federal funds is requested for Fiscal Year 2026. No matching funds are required. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment will be completed if awarded funds.

File Number: 0220-25

Director/Commissioner: Weathers/Armstrong

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION SEEKING $109,350.00 IN FEDERAL FUNDS TO THE KENTUCKY OFFICE OF HOMELAND SECURITY, UNDER THE LAW ENFORCEMENT PROTECTION PROGRAM, FOR THE DIVISION OF POLICE, TO PURCHASE RIFLE KITS FOR ALL SWORN OFFICERS, AUTHORIZING THE MAYOR TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AUTHORIZING THE MAYOR TO ACCEPT THIS AWARD, IF OFFERED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGAE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 and submit a Grant Application, seeking $109,350.00 in federal funds to the Kentucky Office of Homeland Security under the Law Enforcement Protection Program, for the Division of Police, to purchase patrol rifle kits for all sworn officers, and authorizing the Mayor to provide any additional information requested in connection with this Grant application.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept this Grant, if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
220-25:MRS:4937-4638-4673, v. 1

RESOLUTION NO. 111-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION SEEKING $109,350.00 IN FEDERAL FUNDS TO THE KENTUCKY OFFICE OF HOMELAND SECURITY, UNDER THE LAW ENFORCEMENT PROTECTION PROGRAM, FOR THE DIVISION OF POLICE, TO PURCHASE RIFLE KITS FOR ALL SWORN OFFICERS, AUTHORIZING THE MAYOR TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AUTHORIZING THE MAYOR TO ACCEPT THIS AWARD, IF OFFERED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGAE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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 and submit a Grant Application, seeking $109,350.00 in federal funds to the Kentucky Office of Homeland Security under the Law Enforcement Protection Program, for the Division of Police, to purchase patrol rifle kits for all sworn officers, and authorizing the Mayor to provide any additional information requested in connection with this Grant application.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept this Grant, if awarded, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

220-25:MRS:4937-4638-4673, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0601-24

File ID:	0601-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/05/2024
File Name:	Transformational Housing Affordability Partnership Project - Transy			**Final Action:**	03/06/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Ky. House Bill (HB) 1 Project Grant Application and related documents for up to $10,000,000 in HB 1 funds with the Dept. for Local Government ("DLG") to support Lexington's Transformational Housing Affordability Partnership ("Project"), and to accept this Grant, if awarded; authorizing and directing the Mayor, on behalf of the Urban County Government to execute any documents which are deemed necessary by DLG to carry out this project; authorizing the Mayor to act as the authorized correspondent for this project; and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Housing Advocacy and Community Development, Lanter]

Notes: SAF in the CCO. 3/21/2025. MS

Sponsors:		**Enactment Date:**	03/06/2025
Attachments:	Bluesheet DLG AH Award Memo for Council, Notice of Award DLG Letter, 25-047 Project Scope Budget, BA 13526, 25-047 Sample Resolution, 601-24-Transylvania Grant 4904-5385-7572 v.1.docx, R-092-2025, Contract #057-2025, Contract #057-2025 (2)	**Enactment Number:**	R-092-2025
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/04/2025	Approved and Referred to Docket	Urban County Council	03/06/2025		Pass
1	Urban County Council	03/06/2025	Received First Reading	Urban County Council	03/06/2025		
1	Urban County Council	03/06/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/06/2025	Approved				Pass

Text of Legislative File 0601-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Ky. House Bill (HB) 1 Project Grant Application and related documents for up to $10,000,000 in HB 1 funds with the Dept. for Local Government ("DLG") to support Lexington's Transformational Housing Affordability Partnership ("Project"), and to accept this Grant, if awarded; authorizing and directing the Mayor, on behalf of the Urban County Government to execute any documents which are deemed necessary by DLG to carry out this project; authorizing the Mayor to act as the authorized correspondent for this project; and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Housing Advocacy and Community Development, Lanter]

Summary

Authorization to submit necessary application materials and accept $10,000,000.00 from the Kentucky Department for Local Government (DLG) to support Lexington's Transformational Housing Affordability Partnership planned for property formerly owned by Transylvania University; and authorizing and directing the Mayor to execute any documents which are deemed necessary by DLG to carry out this project; and authorizing the Mayor to act as the authorized correspondent for this project. (L0601-24) (Ruddick/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, 2/24/2025 (Barberie)

Risk Management: No

Fully Budgeted: BA #13526 is in process

Account Number: 3400-160203-0001-78112

This Fiscal Year Impact: $10,000,000.00

Annual Impact: $0

Project: AH_Radclif_2025

Activity: STA_GRANT

Budget Reference: 2025

Current Balance: BA #13526 is in process

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY &
COMMUNITY DEVELOPMENT

MEMORANDUM

DATE: February 24, 2025

TO: Mayor Gorton
Urban County Council

FROM: Charlie Lanter, Commissioner
Housing Advocacy & Community Development

RE: 2024-2025 House Bill 1 (47) Appropriation for Transformational Housing Affordability Partnership

---

Request: Council authorization and directing the Mayor, on behalf of the Urban County Government, to submit necessary application materials and accept $10,000,000.00 from the Kentucky Department for Local Government (DLG) to support Lexington's Transformational Housing Affordability Partnership planned for property formerly owned by Transylvania University; and authorizing and directing the mayor to execute any documents which are deemed necessary by DLG to carry out this project; and authorizing the mayor to act as the authorized correspondent for this project.

Purpose of Request: The Kentucky Legislature passed House Bill 1 on March 28, 2024, appropriating $10 million in General Funds to the Department for Local Government for distribution to the Lexington-Fayette Urban County Government. Signed into law on April 9, this funding supports Lexington's Transformational Housing Affordability Partnership, enabling strategic investments in affordable housing to strengthen communities, drive economic growth, and enhance the quality of life for Fayette County residents.

What is the Cost in this budget year and future budget years? Cost in FY25 is $0
The cost for future FY26 is: $0

Are the funds budgeted? BA #13526 in process

Account number:

File Number: 0601-24

Director/Commissioner: Ruddick/Lanter

RECEIVED
JUN 3 2024
OFFICE OF THE MAYOR

Andy Beshear
Governor

OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT
100 AIRPORT ROAD, THIRD FLOOR
FRANKFORT, KENTUCKY 40601
PHONE (502) 573-2382
FAX (502) 227-8691
www.kydlgweb.ky.gov

Dennis Keene
Commissioner

May 30, 2024

The Honorable Linda Gorton
Mayor
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: 2024-2026 House Bill 1 (HB 1) Appropriation Executive Branch Notification
Transformational Housing Affordability Partnership
Project Number: 25-047

Dear Mayor Gorton:

On behalf of the Executive Branch, and the staff of the Department for Local Government (DLG), I am pleased to inform you of the inclusion in the Commonwealth's fiscal year 2024-25 budget of state grant funds for the above-referenced project. The appropriation will be administered by the DLG, Office of State Grants (OSG). The administration of this appropriation is contingent upon the acceptance of the conditions outlined below:

1. Applicant shall registered to do business with the Commonwealth. If the Applicant is not yet registered to do business with the Commonwealth, it must do so as soon as possible. This information is outlined at; https://vss.ky.gov;
2. Applicant shall submit an Authorizing Resolution by its governing body or board;
3. Applicant shall enter into a Memorandum of Agreement (MOA) with the Commonwealth;
4. If a 501(c)3 organization, Applicant shall submit a copy of its determination letter from the Internal Revenue Service.

Please indicate your acceptance of these conditions by signing the attached, and the completed Scope of Work form to DLG as soon as possible. Following receipt of the attached and the required documentation, DLG will begin the process of executing the MOA. Upon final approval by the Finance & Administration Cabinet and the Governmental Contract Review Committee, DLG will provide a copy along with the required next steps.

We look forward to working with you and assisting the Lexington-Fayette Urban County Government with these grant funds. If you have questions or concerns, please contact Billie R. Johnson at BillieR.Johnson@ky.gov or (502) 573-2382.

Sincerely,

Dennis Keene
Commissioner

Andy Beshear
Governor

OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT
100 AIRPORT ROAD, THIRD FLOOR
FRANKFORT, KENTUCKY 40601
PHONE (502) 573-2382
FAX (502) 227-8691
www.kydlgweb.ky.gov

Dennis Keene
Commissioner

The Honorable Linda Gorton
Mayor
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: 2024-2026 House Bill 1 (HB 1) Appropriation Executive Branch Notification
Transformational Housing Affordability Partnership
Project Number: 25-047

Dear Mayor Gorton:

1. Applicant shall registered to do business with the Commonwealth. If the Applicant is not yet registered to do business with the Commonwealth, it must do so as soon as possible. This information is outlined at https://vss.ky.gov;
2. Applicant shall submit an authorizing resolution by its governing body or board;
3. Applicant shall enter into a Memorandum of Agreement (MOA), with the Commonwealth;
4. If a 501(c)3 organization, Applicant shall submit a copy of its determination letter from the Internal Revenue Service.

By affixing my signature below, I, the authorized representative of the Applicant named above, do hereby agree to the conditions set forth above.

_____ _____

The Honorable Linda Gorton
Mayor

Date

Fiscal Years 2024-2026
House Bill 1 Appropriation
Project Scope & Budget
Department for Local Government
Office of State Grants

Project Information

Project Title: **LFUCG - Transformational Housing Affordability Partnership (#25-047)**

City/County: **Lexington/Fayette Urban County Gov.** Fiscal Year(s): **2025**

Project Start Date: **TBD** End Date: **6/30/2025**

Amount Requested: **$10,000,000**

Grantee Information

Legal Applicant

CEO's Name/Title: Linda Gorton/Mayor
Mailing Address: 200 East Main St.

City, State, Zip: Lexington, KY 40507

Phone: 859-258-3100 Email: mayor@lexingtonky.gov

Vendor Account #:

Contact Person: Commissioner Charlie Lanter

Phone: 859-280-8457 Email: clanter@lexingtonky.gov

Detailed Scope of Work

Provide a brief description of the project detailing all relevant project information; including but not limited to, proposed project activities, justification for project funding, and expected results and public benefit to be derived from the project. Additional pages may be added if needed.

This project will develop affordable housing units in Fayette County for residents earning at or below 80% of the area median income. Funding will be used across all activities of development—including pre-development planning, construction, and permanent financing. This initiative addresses a critical need by increasing affordable housing availability, enhancing community stability, and stimulating local economic growth. The anticipated public benefits include improved quality of life for residents and the long-term strengthening of the local community.

Detailed Project Budget

*Provide a **ESTIMATED COST BREAKDOWN** of the amount requested for the project (use and amount).*

	Use	Amount
1)	Pre-development planning, Construction, and Permanent financing	$10,000,000.00
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		
	Total Amount Requested	**$10,000,000.00**

Signature

☐ **Please check the box to acknowledge that a resolution is attached and certify all information is completed and correct.**

To the best of my knowledge and belief, the information included is true and correct, and the proposed use of funds legally complies with HB 1.

Linda Gorton — Mayor

Print Name — *Title*

Signature — *Date*

Office of State Grants ● Department for Local Government
100 Airport Road, 3rd Floor● Frankfort, KY 40601
Phone: 502-573-2382 ● Toll Free: 800-346-5606 ● Fax: 502-227-8691 ● kydlgweb.ky.gov

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Lanter, Charlie **Date:** 02/24/2025 **Status:** Department Manager Approved **Amend Nbr:** 13526

Business Unit: LFUCG **Journal Date:** 02/24/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3400	160203	0001	78112	Assistance-Other	10,000,000.00	052820	052820	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3400	160203	0001	44040	Intergovernmental - State/Oth	10,000,000.00	052820	052820	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To accept funds from state and establish grant budget for Transformational Affordable Housing development at site of former Transylvania baseball field.

Net Amend Amt: 0.00

Submit for Approval

Save Add

FISCAL YEARS 2024-2026
AUTHORIZING RESOLUTION
CITY OF _____

ADOPTION OF A RESOLUTION OF THE CITY OF _____ AUTHORIZING THE FILING OF A KENTUCKY HOUSE BILL (HB) 1 PROJECT GRANT APPLICATION FOR UP TO $_____ IN HB 1 FUNDS WITH THE DEPARTMENT FOR LOCAL GOVERNMENT (DLG); AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF _____ TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY DLG TO CARRY OUT THIS PROJECT; AND AUTHORIZING THE MAYOR TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT.

WHEREAS, the City of _____ ("City") desires to promote and carry out community development efforts on behalf of the residents of the City of by supporting the HB 1 Project; and

WHEREAS, it is recognized that HB 1 monies available to the City for the purposes stated herein, pursuant to 2024 Kentucky General Assembly HB 1 (Appropriations Bill), impose certain obligations and responsibilities upon the City and will require among other things:

(1) Approval of a satisfactory application transmitted to DLG for approval;
(2) Registration with Finance & Administration Cabinet to do business with the Commonwealth; and,
(3) Other obligations of the City in connection with receiving the HB 1 grant of monies for the purposes stated herein;

NOW, THEREFORE, be it resolved this _____ day of _____, 20__, by the City of _____:

That a HB 1 Project Grant Application on behalf of the City for HB 1 monies up to $_____ for Name of Project. Project shall be submitted to DLG; the City shall provide such additional information and furnish such documentation as may be required, and the City Mayor shall act as the authorized correspondent for this Project.

Done this _____ day of _____, 20__. Motion by _____ and seconded by _____, members present voting unanimously in favor.

By: _____
Mayor

ATTEST:

By: _____

Title: _____

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A KENTUCKY HOUSE BILL (HB) 1 PROJECT GRANT APPLICATION AND RELATED DOCUMENTS FOR UP TO $10,000,000.00 IN HB 1 FUNDS WITH THE DEPARTMENT FOR LOCAL GOVERNMENT ("DLG") TO SUPPORT LEXINGTON'S TRANSFORMATIONAL HOUSING AFFORDABILITY PARTNERSHIP ("PROJECT"), AND TO ACCEPT THIS GRANT, IF AWARDED; AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY DLG TO CARRY OUT THIS PROJECT; AUTHORIZING THE MAYOR TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT; AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

WHEREAS, Lexington-Fayette County ("Lexington") desires to promote and carry out community development efforts on behalf of the residents of the Lexington by supporting the HB 1 Project; and

WHEREAS, it is recognized that HB 1 monies available to Lexington for the purposes stated herein, pursuant to 2024 Kentucky General Assembly HB 1 (Appropriations Bill), impose certain obligations and responsibilities upon Lexington and will require among other things:

(1) Approval of a satisfactory application transmitted to DLG for approval;

(2) Registration with Finance & Administration Cabinet to do business with the Commonwealth; and,

(3) Other obligations of Lexington in connection with receiving the HB 1 grant of monies for the purposes stated herein;

NOW, THEREFORE, 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 and submit a HB 1 Project Grant Application, which is attached hereto and incorporated herein by reference, and any related documents on behalf of Lexington for HB 1 monies up to $10,000,000.00 for Lexington's Transformational Housing Affordability Partnership ("Project"), and to accept this Grant, if awarded.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit any such additional information and furnish such documentation as may be required, and that the

Mayor shall act as the authorized correspondent for this Project.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant Budget previously established for this Grant.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0601-25:EPT_4904-5385-7572, v. 1

RESOLUTION NO. 092 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A KENTUCKY HOUSE BILL (HB) 1 PROJECT GRANT APPLICATION AND RELATED DOCUMENTS FOR UP TO $10,000,000.00 IN HB 1 FUNDS WITH THE DEPARTMENT FOR LOCAL GOVERNMENT ("DLG") TO SUPPORT LEXINGTON'S TRANSFORMATIONAL HOUSING AFFORDABILITY PARTNERSHIP ("PROJECT"), AND TO ACCEPT THIS GRANT, IF AWARDED; AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY DLG TO CARRY OUT THIS PROJECT; AUTHORIZING THE MAYOR TO ACT AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT; AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

WHEREAS, Lexington-Fayette County ("Lexington") desires to promote and carry out community development efforts on behalf of the residents of the Lexington by supporting the HB 1 Project; and

WHEREAS, it is recognized that HB 1 monies available to Lexington for the purposes stated herein, pursuant to 2024 Kentucky General Assembly HB 1 (Appropriations Bill), impose certain obligations and responsibilities upon Lexington and will require among other things:

(1) Approval of a satisfactory application transmitted to DLG for approval;

(2) Registration with Finance & Administration Cabinet to do business with the Commonwealth; and,

(3) Other obligations of Lexington in connection with receiving the HB 1 grant of monies for the purposes stated herein;

NOW, THEREFORE, 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 and submit a HB 1 Project Grant Application, which is attached hereto and incorporated herein by reference, and any related documents on behalf of Lexington for HB 1 monies up to $10,000,000.00 for Lexington's Transformational Housing Affordability Partnership ("Project"), and to accept this Grant, if awarded.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit any such additional information and furnish such documentation as may be required, and that the

Mayor shall act as the authorized correspondent for this Project.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant Budget previously established for this Grant.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 6,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0601-25:EPT_4904-5385-7572, v. 1

R-092-2025
Contract #057-2025

RECEIVED
JUN 3 2024
OFFICE OF THE MAYOR

Andy Beshear
Governor

OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT
100 AIRPORT ROAD, THIRD FLOOR
FRANKFORT, KENTUCKY 40601
PHONE (502) 573-2382
FAX (502) 227-8691
www.kydlgweb.ky.gov

Dennis Keene
Commissioner

May 30, 2024

The Honorable Linda Gorton
Mayor
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: 2024-2026 House Bill 1 (HB 1) Appropriation Executive Branch Notification
Transformational Housing Affordability Partnership
Project Number: 25-047

Dear Mayor Gorton:

On behalf of the Executive Branch, and the staff of the Department for Local Government (DLG), I am pleased to inform you of the inclusion in the Commonwealth's fiscal year 2024-25 budget of state grant funds for the above-referenced project. The appropriation will be administered by the DLG, Office of State Grants (OSG). The administration of this appropriation is contingent upon the acceptance of the conditions outlined below:

1. Applicant shall registered to do business with the Commonwealth. If the Applicant is not yet registered to do business with the Commonwealth, it must do so as soon as possible. This information is outlined at; https://vss.ky.gov;
2. Applicant shall submit an Authorizing Resolution by its governing body or board;
3. Applicant shall enter into a Memorandum of Agreement (MOA) with the Commonwealth;
4. If a 501(c)3 organization, Applicant shall submit a copy of its determination letter from the Internal Revenue Service.

Please indicate your acceptance of these conditions by signing the attached, and the completed Scope of Work form to DLG as soon as possible. Following receipt of the attached and the required documentation, DLG will begin the process of executing the MOA. Upon final approval by the Finance & Administration Cabinet and the Governmental Contract Review Committee, DLG will provide a copy along with the required next steps.

We look forward to working with you and assisting the Lexington-Fayette Urban County Government with these grant funds. If you have questions or concerns, please contact Billie R. Johnson at BillieR.Johnson@ky.gov or (502) 573-2382.

Sincerely,

Dennis Keene
Commissioner

Andy Beshear
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By affixing my signature below, I, the authorized representative of the Applicant named above, do hereby agree to the conditions set forth above.

Linda Gorton
The Honorable Linda Gorton
Mayor

Date 3/21/25

Detailed Project Budget

*Provide a **ESTIMATED COST BREAKDOWN** of the amount requested for the project (use and amount).*

	Use	Amount
1)	Pre-development planning, Construction, and Permanent financing	$10,000,000.00
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		
	Total Amount Requested	**$10,000,000.00**

Signature

☐ **Please check the box to acknowledge that a resolution is attached and certify all information is completed and correct.**

To the best of my knowledge and belief, the information included is true and correct, and the proposed use of funds legally complies with HB 1.

Linda Gorton	Mayor
Print Name	*Title*
Linda Gorton	3/21/25
Signature	*Date*

Office of State Grants • Department for Local Government
100 Airport Road, 3rd Floor• Frankfort, KY 40601
Phone: 502-573-2382 • Toll Free: 800-346-5606 • Fax: 502-227-8691 • kydlgweb.ky.gov

Fiscal Years 2024-2026
House Bill 1 Appropriation
Project Scope & Budget
Department for Local Government
Office of State Grants

Project Information

Project Title: **LFUCG - Transformational Housing Affordability Partnership (#25-047)**

City/County: **Lexington/Fayette Urban County Gov.** Fiscal Year(s): **2025**

Project Start Date: **TBD** End Date: **6/30/2025**

Amount Requested: **$10,000,000**

Grantee Information

Legal Applicant

CEO's Name/Title: Linda Gorton/Mayor
Mailing Address: 200 East Main St.

City, State, Zip: Lexington, KY 40507

Phone: 859-258-3100 Email: mayor@lexingtonky.gov

Vendor Account #:

Contact Person: Commissioner Charlie Lanter

Phone: 859-280-8457 Email: clanter@lexingtonky.gov

Detailed Scope of Work

Provide a brief description of the project detailing all relevant project information; including but not limited to, proposed project activities, justification for project funding, and expected results and public benefit to be derived from the project. Additional pages may be added if needed.

This project will develop affordable housing units in Fayette County for residents earning at or below 80% of the area median income. Funding will be used across all activities of development—including pre-development planning, construction, and permanent financing. This initiative addresses a critical need by increasing affordable housing availability, enhancing community stability, and stimulating local economic growth. The anticipated public benefits include improved quality of life for residents and the long-term strengthening of the local community.

R-092-2025
Contract #057-2025

RECEIVED
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TEAM KENTUCKY

An Equal Opportunity Employer M/F/D

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