

ENVIRONMENTAL ENTERPRISES, INC.

HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 7th day of April, 2016 by and between the Lexington-Fayette Urban County Government, (herein after "District"), and **Environmental Enterprises, Inc.** (hereinafter "EEI"), an Ohio corporation.

The **District** and **EEI** agree as follows:

1. On April 23rd beginning at 8:30 a.m. and ending at 4:00 p.m., hereinafter called the "**Collection Event**", EEI shall have present at the location: 1631 Old Frankfort Pike, Lexington, KY (hereinafter called the "Site") an employee or agent of EEI (the "**Site Chemist**") trained in the identification and handling of hazardous wastes ("Wastes") as defined by state and federal laws and regulations promulgated pursuant thereto, including the Federal Solid Waste Disposal Act, 42 U.S.C. §§6901 *et seq.*, and the Ohio Hazardous Waste Management Laws, Chapter 3734, Ohio Rev. Code. EEI shall also provide 45 additional personnel, additional equipment, and additional materials necessary to handle, containerize, label, load, and transport all Wastes delivered to and accepted by EEI from residents of the counties within the District, and shall transport said wastes for disposal in a manner which conforms to all state and federal laws and regulations. EEI shall provide for mobilization to and demobilization from the Site, and shall assure that the Site is returned to the same condition it was in prior to its use for the Collection Event.
2. The District agrees to pay EEI for services actually rendered under this Agreement in accordance with EEI's established rate schedule, attached hereto as Exhibit A, with the condition the Community not pay more than \$104,585 (the "Contract Limit").
4. EEI shall agree to make a joint visit to the Collection Event site with District personnel at least thirty (30) days prior to the event date.
3. Within thirty (30) days of the conclusion of the Collection Events, EEI shall submit to the District an invoice for payment. The invoice shall contain:
 - a. The Date and Site of each individual Collection Event;
 - b. The name of the Site Chemist at the Site;
 - c. The actual, categorized amount of household hazardous waste collected and transported for disposal or recycling from the Site;
 - d. The actual amount due for services rendered at the Site per the rate schedule attached as Exhibit A and Exhibit B ; and
 - e. The total amount due from the District for the services rendered.
 - f. The types and amounts of waste listed on forms prescribed by Ohio EPA. (as shown in Attachment A)

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

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

14. EEI shall perform the services required by this Agreement as an independent contractor and shall have and maintain complete control over and responsibility for its employees, agents, and operations. EEI and its agents and employees shall not represent, purport to act, or be deemed to be the agent, representative, employee, or servant of the District or its constituent counties. The District's agents, employees, and/or security officers shall not represent, act, or purport to act or be deemed to be agents, representatives, employees, or servants of EEI.

15. EEI agrees to indemnify and hold harmless the District, its agents, officials, and employees, from and against any and all loss, damage, cost, charge, claim, lien, debt, fine, penalty, demand, suit, order, judgment, expense, or liability of any kind (all of which are collectively referred to as a "Claim"), including any expense associated with the investigation of any Claim and reasonable costs and attorneys fees, to the extent caused by the negligence or willful misconduct of EEI, its agents, employees, or contractors, or arising out of any statutory or common law claim based on strict liability related to the generation, packaging, labeling, transportation, treatment, storage, or disposal of any Wastes accepted by EEI at any of the Sites. This indemnification shall not apply to any Claim arising from a material breach of this Agreement by the District, or to any Claim arising solely from the gross negligence or willful misconduct of the District, its employees, agents, or representatives. This indemnity shall survive the termination of this Agreement.

16. Any notice or other communication given under this Agreement, except for the telephonic notice provided for under paragraph 4, above, shall be in writing and mailed, faxed, or otherwise delivered as follows:

If to the District:

Ms. Lauren Monahan
Division of Waste Management
675 Byrd Thurman Drive
Lexington, KY 40510
Phone: (859) 367-4948
Mobile Phone: (859) 327-7571
Fax: (859) 367-4923
Email: lmonahan@lexingtonky.gov

If to Environmental Enterprises, Inc.:

Environmental Enterprises, Inc.
4650 Spring Grove Rd.
Cincinnati, OH 45232
Attn: **Brian J. DePeel**
Phone: 1-800-850-3587
Fax: (513) 853-3597

Email: bdepeel@eeienv.com

17. If any section, subsection, sentence, clause, or other portion of this Agreement is deemed to be illegal, invalid, or unenforceable for any reason, such illegality, invalidity, or unenforceability shall not affect the remainder of this Agreement.
18. No change to any provision of this Agreement shall be effective unless stated in writing and signed by both parties to this Agreement. No term or provision of this Agreement shall be deemed waived and no breach thereof excused unless a waiver and consent is reduced to writing and signed by both parties to this Agreement. Any waiver by either party of any provision of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of or consent to any subsequent breach of the same provision or condition.
19. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Kentucky.

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

District of: Lexington-Fayette Urban County Government

By: Jim Gray
Title: Mayor
Signature: [Handwritten Signature]
Date: 11 Feb 16

Environmental Enterprises, Inc.:

Name: **Brian J. DePeel**
Title: **Director, Lab Pack Services Division**
Signature: [Handwritten Signature]
Date: February 26, 2016

Household Hazardous Waste Collection Agreement

Collection Date: Saturday, April 23, 2016

Time: 8:30 a.m. – 4:00 p.m.

Number of District Volunteers: ~100

Number of EEI staff: 45

The District's Site Coordinator Information:

Name: Ms. Lauren Monahan

Mailing Address: LFUCG Division of Waste Management, 675 Byrd Thurman Drive, Lexington, KY, 40510

Phone: (859) 367-4948

Mobile Phone: (859) 327-7571

Email: lmonahan@lexingtonky.gov

Fax: (859) 367-4923

EEI's Site Chemist Information:

Name: _____

Mailing Address: _____

Phone: _____

Mobile Phone: _____

Email: _____

Fax: _____

EEI's Main Event Coordinator Information:

Name: _____

Mailing Address: _____

Phone: _____

Mobile Phone: _____

Email: _____

Fax: _____

Exhibit A

**Spring Clean Up 2016
Household Hazardous Waste Collection Proposal
Part III: Pricing**

Price per category should include all handling, packaging, transportation, and disposal costs

1	Method of Disposal	Price per Pound
	Treatment	\$ 3.00
	Lab Pack Reactives	
	cyanides	water-reactives

2	Method of Disposal	Price per Pound
		\$ 1.00
	Non-Reactive Lab Packs (treatment/incinerate)	

3	Method of Disposal	Price per Pound
		\$ 1.00
	Un Pack/De Pack Lab Packs	

4	Method of Disposal	Price per Pound
		\$1.00
	Non-Hazardous Materials Lab Packs	

5	Method of Disposal	Price per Pound
		\$ 30.00 * See Attachment A
	Mercury	
	mercury	mercury compounds mercury pesticides

6	Method of Disposal	Price per Pound
		\$15.00
	Dioxin	

7	Method of Disposal		Price per Pound
			\$ 0.16
	Antifreeze		
	antifreeze		

8	Method of Disposal		Price per Pound
			\$ 0.16
	Used Oil (no motor oil and filters)		
	oil & transmission additives	transmission fluid	linseed oil
	cutting oils		

9	Method of Disposal		Price per Pound
			\$ 1.00
	Flammable Solvents - Liquid (55 gallon drum)		
	engine cleaners	paint thinners	turpentine
	mineral spirits	waste windshield cleaning fluid	fuel oil
	gasoline, old	gas & diesel additives	diesel fuel
	solvents	nail polish or remover	kerosene
	wood sealers	engine degreasers	paint removers
	brush cleaner	paint strippers	furniture stain remover
	degreasers	alcohols	

10	Method of Disposal		Price per Pound
			\$ 0.16
	Flammable Solvents - Liquid (bulk)		

11	Method of Disposal		Price per Pound
			\$ 0.60
	Flammables - Non-Processable, Small Containers		
	correction fluid	contact cement	fiberglass epoxy
	floor adhesive	rubber adhesives	adhesives
	roofing tar	tile adhesives	glue ink
	dyes	furniture strippers	preservatives

12	Method of Disposal		Price per Pound
			\$ 0.21
	Oil-Based Paint Related Material (Processable 1 and 5 gallon containers)		
	auto paint	lead paint	varnishes
	primer paint	oil based paints	metal primer
	polyurethane coatings	furniture polish	metal polishes
wood preservatives	metal polishes		

13	Method of Disposal		Price per Pound
			\$ 0.21
	Oil-Based Paint Related Material (Non-Processable pints & quarts)		
	auto paint	lead paint	varnishes
	primer paint	oil based paints	metal primer
	polyurethane coatings	furniture polish	metal polishes
wood preservatives	metal polishes		

14	Method of Disposal		Price per Pound
			Liquid \$ 1.15
			Solid \$ 3.00
	Oxidizers and Swimming Pool Chemicals		

15	Method of Disposal		Price per Pound
			Liquid \$ 1.05
			Solid \$ 1.05
	Corrosives - Acids		
	acids	photographic chemicals	metal cleaners
	swimming pool cleaner	toilet and drain cleaners	glass etching
	degreasers	detergents	wood preservatives
	rust removers	spray cleaners	tile cleaners
	disinfectants	spot or stain removers	Miscellaneous

Method of Disposal	Price per Pound	
	Liquid \$ 1.05	
	Solid \$ 1.05	
Corrosives - Bases		
bases	photographic chemicals	bleach
oven cleaner	drain cleaners	glass cleaners
spray cleaners	spot or stain removers	ammonia
lime & slaked lime	pool chlorinators	Miscellaneous

Method of Disposal	Price per Pound	
	\$ 0.45	
Waxes, Joint Compounds, Latex Adhesives		
floor waxes	caulking	carpet cleaner
spackling (drywall compound)	liquid shoe polish	auto wax
upholstery cleaner	auto wax	

Method of Disposal	Price per Pound	
	\$ 1.05	
FIFRA - Fertilizers, Pesticides, Herbicides, Poisons		
algaeicides	fungicides	pet flea & tick products
bug spray/sticks	herbicides	rodenticides
creosote	insecticides (ant & roach powder)	weed killers
fertilizers containing nitrogen	insecticides (garden dusts & sprays)	plant food

Method of Disposal	Price per Pound	
	\$ 0.95	
Aerosol Cans Non-Foaming, Non-Iso-cyanate		
Spray paint	Pesticide Aerosols	

Method of Disposal	Price per Each	
	\$ 12.00	
Fire Extinguisher - Household		

Method of Disposal	Price per Each
	\$ 12.00
Grill Propane Tanks or cylinders (only)	
grill size tanks (large)	\$12.00
camp size tanks (small)	5.00

Method of Disposal	Price per Linear Foot
Fluorescent bulbs	\$ 0.21

Method of Disposal	Recycle	Price per Bulb
		\$ 0.45
Compact Fluorescent Lightbulbs		

Method of Disposal	Price per Pound
	\$ 1.65
PCB Ballast	

Method of Disposal	Price /Credit per Pound
	\$ 0.16
Motor Oil and filters	
motor oil	oil filters

Method of Disposal	Price per Pound
	\$ 0.21
Latex/Water based paint (Processable 1 and 5 gallon containers)	

Method of Disposal	Price per Pound
	\$ 0.21
Latex/Water based paint (Non-processable pints and quarts)	

Method of Disposal	Price/Credit per Battery
--------------------	--------------------------

	<u>\$ 0.15</u>
Batteries (auto, boat)	

* To be invoiced separately

29 **TOTAL DISPOSAL COST:** \$ 100,835.00
refer to RFP- for list of material and estimated quantities)

Exhibit B

Other Costs

30 **Total Set Up & Mobilization/Demobilization Cost** \$ 13,000.00
(On an attached sheet, please provide a detailed list of items and charges)

31 **Total Miscellaneous Charges** \$ 0.00
(Please provide a separate sheet with a detailed list of any other items and charges.)

32 **Labor** (Enter estimated total at end of table here) \$ Included in set-up
(Please submit a list of persons and their job title who will be working on-site during this collection day with the charge per hour for each person. On a separate sheet - Please provide a detailed list of those same persons with their relevant experience, qualifications and a specific list of duties to be performed on the day.)