

Attachment 3.1

Capacity assurance letters and copy of
contractual agreement



Benson Valley Landfill 2157 Highway 151 Frankfort, Ky 40601
o 502.209.3813 | 502.875.7352 republicservices.com

June 28, 2024

Tracy Thurman - Director
LFUCG – Division of Waste Management
675 Byrd Thurman Road
Lexington, KY 40510

Re: **Republic Services of Kentucky, LLC**
Tri-K Landfill: A.I. #2726 / Permit No. 069-00004
Benson Valley: A.I. #1372 / Permit No. 037-00009
Capacity Assurance Letter

Dear Ms. Thurman:

The Republic Services of Kentucky, LLC, Tri-K and Benson Valley Landfills, located in Stanford and Frankfort; each have over 25 years of permitted disposal capacity. This estimate is based on the current volumes and compaction rates calculated as of December 31, 2023.

Republic Services of Kentucky has the disposal capacity available to accept the Lexington-Fayette Urban County Government's (LFUCG) waste volume for the next ten years, at minimum; at Tri-K and/or Benson Valley landfills.

There is not currently a daily tonnage limit for the Benson Valley landfill. Tri-K landfill does have a daily limit stemming from the 2000 host agreement and is based on 2,000 tons per day calculated on 365 days per year; allowing for a 5% increase annually.

Should you have any questions or require additional information, please contact me at (502) 401-8891 or via email at csimmons2@republicservices.com. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Chip Simmons" followed by the date "6.28.24".

Chip Simmons

Environmental Manager

Cc: **Tim Ward, General Manager**
Kevin Kirkpatrick, Tri-K landfill manager
Mike Likes, Benson Valley landfill manager



Sustainability in Action

Tracy Thurman – Director
LFUGC – Division of Waste Management
675 Byrd Thurman Rd
Lexington, KY 40510

RE: Republic Services of Kentucky, LLC
Open NOV status
Tri-K Landfill: A.I. #2726 / Permit No. 069-00004
Benson Valley Landfill: A.I. #1372 / Permit No. 037-00009

Dear Ms Thurman:

As of June 30, 2024, both Tri-K Landfill and Benson Valley Landfill have no known open Notices of Violation at either location.

Should you have any questions or require additional information, please contact me at (859) 685-2725 or via email at tward@republicservices.com.

Thank you,

A handwritten signature in black ink, appearing to read "Tim Ward", written in a cursive style.

Tim Ward
General Manager



**Kentucky Energy and Environment Cabinet
Department for Environmental Protection
Division of Waste Management**

PERMIT

Facility: **Lexington Transfer Station
1505 Old Frankfort Pike
Lexington, KY 40511**

Permittee: **Republic Services of KY LLC
451 Conway Ct
Lexington, KY 40511**

Agency Interest: **Lexington Transfer Station
1505 Old Frankfort Pike
Lexington, KY 40511**

The Division has issued the permit under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. This permitted activity or activities are subject to all conditions and operating limitations contained herein. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits, licenses or approvals required by this Division or other state and local agencies.

No deviation from the plans and specifications submitted with your application or any condition specified herein is allowed, unless authorized in writing from the Division. Violation of the terms and conditions specified herein may render this permit null and void. All rights of inspection by representatives of the Division are reserved. Conformance with all applicable Waste Management Regulations is the responsibility of the permittee.

Agency Interest ID #: **35007**

Solid Waste Permit #: **SW03400046**

County: **Fayette**

Permitted Activities:

Subject Item	Activity	Type	Status
ACTV001	Transfer Station Solid Waste-SW-RPBR/03400046	Registered Permit by Rule	Active
ACTV002	Waste Tire Accumulator/03400046	Registration	Terminated
ACTV003	Waste Tire Transporter/03400046	Registration	Terminated

Permit Number: SW03400046

Agency Interest ID: 35007

PERMIT

First Operational Permit Effective Date: 08/29/1996

Permit Effective Date: 08/14/2024

Permit Expiration Date: Life of the Facility

Permit issued: 08/14/2024

Sincerely,



Danny Anderson, P.E.
Manager, Solid Waste Branch

PERMIT

Permit Conditions:**Subject Items****ACTV0001 - Transfer Station Solid Waste-SW-RPBR****Standard Requirements:**

1. General: The owner or operator of a solid waste site or facility shall comply with KRS Chapter 224 and 401 KAR Chapters 30, 40, and 47 for the operation of solid waste facilities. [KRS 224.40-305]
2. General: For the operation of the transfer station, the owner or operator shall comply with KRS Chapter 224.40-305, 401 KAR 47:110 and the approved registered permit-by-rule application. [401 KAR 47:110]
3. General: The owner or operator may only accept waste at the transfer station from the sources which are approved per 401 KAR 47:110, Section 2(1)(a). [401 KAR 47:110 Section 2(1)(a)]

Variances, Alternate Specifications and Special Conditions:

1. Operation: The permittee shall place a sign at the entrance to the facility that includes the facility name, permit number, and emergency telephone number. The permittee shall display a copy of this permit at the office of the facility. [401 KAR 47:120 Section 2]
2. Operation: The permittee shall submit a revised registration prior to accepting sources or types of solid wastes not previously identified in the registration, an increase in the design capacity, a change in the method of processing waste, adding new processes, changing the operator, or a change in ownership. [401 KAR 47:110 Section 3]
3. Reports and Submittals: The owner or operator shall maintain accurate records of the amount of waste received at the transfer station on report form DEP 7046 Annual Waste Quantity Report. This form is available at <https://eec.ky.gov/Environmental-Protection/Waste/solid-waste/Pages/solid-waste-branch-forms.aspx>. The owner or operator shall submit quarterly reports by January 30, April 30, July 31, and October 31, to the cabinet, the county in which the facility is located and the waste management district in which the facility is located, with the amount of solid waste measured in tons received at the facility and the geographical source of the waste. If scales are not available to the facility, the owner or operator shall calculate tons from cubic yards using the conversion factors in 401 KAR 47:095. The information shall also be maintained for a period of three (3) years and be available for inspection upon request by the cabinet. [KRS 224.43-330(2)]
4. Reports and Submittals: The owner or operator shall submit to the cabinet an Environmental Remediation Fee (ERF) based on the solid waste transferred out of state for disposal no later than thirty (30) days following the last day of each calendar quarter (April 30, July 31, October 31, and January 30). Along with the ERF payment, the owner or operator shall submit a Waste Quantity Report, recording the geographical source of the waste and the amount of solid waste measured in tons received at the facility. The owner or operator may alternatively submit the combined ""Environmental Remediation Fee and Quarterly Waste Quantity Reporting and Submittal Form"" in accordance with the cabinet's April 18, 2017 Notice. The Combined ERF/WQR Form available at <https://eec.ky.gov/Environmental-Protection/Waste/solid-waste/Pages/solid-waste-branch-forms.aspx> shall meet the requirements under KRS 224.43-500(4). [KRS 224.43-500(4)]

PERMIT

5. Operation: The owner or operator shall implement a system to track waste by source county so that no waste is sent to a disposal facility that does not have that county as an approved source of waste. [401 KAR 30:031 Section 14, 401 KAR 47:120 Section 2]
6. Recordkeeping: Remittance of the Environmental Remediation Fee By Certain Transfer Stations.
1. The owner or operator of a transfer station accepting waste for disposal at an out-of-state municipal solid waste disposal facility shall remit to the Kentucky Pride Fund an environmental remediation fee equivalent to one (1) dollar and seventy-five (75) cents per ton of waste to be disposed out-of-state.
 2. The owner or operator of the transfer station shall utilize weigh scales, if available, to determine the tonnage of waste that will be disposed out of state.
 3. If a transfer station collecting the environmental remediation fee does not have adequate scales necessary to weigh the waste, the environmental remediation fee shall be calculated and assessed using a conversion factor calculated as follows:
 - (a) For compacted loads, the fee shall be one (1) dollar and seventy-five (75) cents for every three (3) cubic yards of waste.
 - (b) For all other loads, the fee shall be one (1) dollar and seventy-five (75) cents for every five (5) cubic yards of waste.
 4. The owner or operator of the transfer station shall remit payments quarterly, accompanied by a completed and signed document entitled "Environmental Remediation Fee Reporting and Submittal Form" (DEP Form 5032).
 5. Quarterly payments shall be equivalent to one (1) dollar and seventy-five (75) cents multiplied times the number of tons of waste to be disposed at an out-of-state municipal solid waste disposal facility during that quarter.
Quarterly payments shall be due on April 30, July 31, October 31, and January 30 of each year. [401 KAR 47:095 Section 2, KRS 224.43500]
7. Operation: Republic Services of Kentucky, LLC (Republic) submitted a revised registration (ARP20240002) on August 7, 2024, proposing to transfer the permit from Waste Services of the Bluegrass, LLC (WSB) to Republic. Per 401 KAR 47:110, Section 1(1), the permit became effective on August 14, 2014. WSB is authorized to continue to operate the transfer station until the 'closing' described in the cover letter at which time Republic shall become the operator described in 401 KAR 47:110, Section 3(1)(c). Republic shall submit a letter to the Solid Waste Branch within three (3) calendar days after closing in order to incorporate the closing date and change in operator into the administrative record; if no letter is received on or before September 12, 2024, Republic shall become the operator of the transfer station on September 13, 2024. [401 KAR 47:110 Section 1(1), 401 KAR 47:110 Section 3(1)(c), 401 KAR 47:120 Section 2]
8. Reports and Submittals: The owner or operator shall submit a Waste Quantity Report (WQR) if waste is transported out of the Commonwealth of Kentucky. This report shall be submitted no later than the 30th of the month following the end of each quarter year. [401 KAR 47:120 Section 1(8)]
9. Operation: The owner or operator shall restrict unauthorized access to the facility, including a gate or cable kept locked when the facility is not operating. [401 KAR 30:031 Section 10(3)]
10. Operation: The owner or operator shall comply with the Environmental Performance Standards of 401 KAR 30:031. [401 KAR 30:031]

PERMIT

11. Operation: The owner or operator shall transfer all non-recyclable waste received at this facility to a disposal facility permitted to accept waste from this facility. The source of waste (county) must be on the disposal facility's operating permit. [401 KAR 47:130 Section 3(7), 401 KAR 47:170 Section 2(4), KRS 224.43]

12. Operation: The owner or operator shall process municipal solid waste under a roof or on an impermeable pad with run-off control (e.g. run-off contained and transported to a permitted disposal or wastewater treatment facility or discharged under permit from the Division of Water or U.S. EPA). The owner or operator shall store all unprocessed MSW or waste piles containing putrescible waste in covered containers by the end of each operating day, and at all times when the facility is not operating. [401 KAR 47:120 Section 1(5), 401 KAR 47:120 Section 2]

13. Reports and Submittals: The permittee shall submit the \$1,000 annual permit renewal fee by March 31 of each year. The check or money order shall be made payable to the Kentucky State Treasurer and accompanied by form DEP 7119. [401 KAR 47:090 Section 5]

14. Closure: The owner or operator shall notify the cabinet at the time of closure and cessation of the operation at this facility. The owner or operator shall be responsible for removing all waste prior to granting of closure by the cabinet. The cabinet may accept closure of this facility and termination of the registered permit-by-rule upon inspection by and determination from the cabinet that no solid waste has been improperly disposed at this facility, the facility grounds have been re-vegetated as necessary, and no soil, surface water, or other monitoring is known to be required. [401 KAR 47:120 Section 1(8)]

County Sources - The owner or operator may accept waste as authorized by the cabinet pursuant to KRS 224 and/or 401 KAR Chapter 47 from the following counties:

Kentucky: Anderson, Bourbon, Boyle, Clark, Fayette, Franklin, Garrard, Grant, Harrison, Jessamine, Lincoln, Madison, Mercer, Montgomery, Owen, Scott, Woodford

Approved Applications - The owner or operator shall comply with applicable statutes and regulations and the following approved applications:

1. 08-29-1996 - ARP19960001 - Approval of a Solid Waste Transfer Station
2. 07-28-2000 - ARP20000001 - Modification - operator change to Republic Services of Kentucky LLC
3. 08-30-2004 - ARP20020001 - Modification - update to waste county sources
4. 01-04-2007 - ARP20060001 - Modification - update to waste county sources
5. 07-02-2015 - ARP20150001 - Modification - operator change to Waste Services of the Bluegrass, LLC (operator change effective 07-05-2015)
6. 01-10-2022 - ARP20210001 - Modification - update to disposal sites
7. 08-14-2024 - ARP20240002 - Modification - operator change to Republic Services of Kentucky LLC

ACTV0002 - Waste Tire Accumulator

Approved Applications - The owner or operator shall comply with applicable statutes and regulations and the following approved applications:

1. 08-30-2004 - ARE20040001 - Registration of a Waste Tire Accumulator
2. 07-02-2015 - ARP20150001 - Modification of a Registration (effective 07-05-2015)
3. 08-14-2024 - ARE20240001 - Termination of Waste Tire Accumulator Activity

PERMIT

ACTV0003 - Waste Tire Transporter

Approved Applications - The owner or operator shall comply with applicable statutes and regulations and the following approved applications:

1. 08-30-2004 - ARE20040001 - Registration of a Waste Tire Transporter
2. 07-02-2015 - ARP20150001 - Modification of a Registration (effective 07-05-2015)
3. 08-14-2024 - ARE20240001 - Termination of Waste Tire Transporter Activity

Financial Assurance

ACTV0004 - Financial Assurance

The following is a history of the financial assurance for this facility:

1. 07-16-2021 - Trust Account #15126500, \$10,000.00
2. 06-23-2005 - SB #RLB0008275, \$10,000.00
3. 07-14-2005 - Trust Account #15126500 released
4. 10-12-2011 - SB #400234, \$10,000.00
5. 10-12-2011 - SB #RLB0008275 released
6. 05-28-2015 - SB #1116439, \$10,000.00
7. 07-24-2015 - SB #400234 released
8. 08-14-2024 - SB # 1116439 released

WASTE SUPPLY AND DISPOSAL AGREEMENT

By and Between

**LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT
LEXINGTON, KENTUCKY**

and

REPUBLIC SERVICES OF KENTUCKY, LLC

_____, 2025

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WASTE SUPPLY AND DISPOSAL AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2025, by and between the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG"), an urban county government organized and existing pursuant to the laws of the Commonwealth of Kentucky, and REPUBLIC SERVICES OF KENTUCKY, LLC, ("REPUBLIC") a corporation organized and existing under the laws of the Commonwealth of Kentucky.

RECITALS

It is hereby ascertained, determined and declared by the parties that:

- A. One of LFUCG's governmental functions is the responsibility to provide its citizens with solid waste disposal services.
- B. One method of providing solid waste disposal services is the use of a transfer station for the acceptance of all solid waste generated by Fayette County residents.
- C. Accordingly, LFUCG advertised for proposals for the transportation, operation of the transfer station and disposal of the solid waste collected by LFUCG, and REPUBLIC was the successful bidder.
- D. REPUBLIC has agreed to lease and operate a transfer station owned by the LFUCG and located at 1505 Old Frankfort Pike for the acceptance of LFUCG'S waste, and to transport LFUCG's waste to a contained landfill at the prices contained in Schedule A, attached hereto and incorporated herein by reference as if fully set out herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, including the foregoing recitals, LFUCG and REPUBLIC, each intending to be

legally bound, agree as follows:

1. DEFINITIONS. In addition to the definitions set forth in the Contract Documents, the following definitions shall apply in this Agreement:

1.1 Agreement: This Waste Supply and Disposal Agreement between LFUCG and REPUBLIC.

1.2 Intentionally omitted

1.3 Commencement Date: July 1, 2025.

1.4 Contract Documents: All bid documents and exhibits related to operation of the Transfer Station, including the Request for Proposal #45-2024 (“RFP”) (Exhibit A) , REPUBLIC's Response to LFUCG's RFP #45-2024 (Exhibit B), this Waste Supply and Disposal Agreement, Performance Bond (Exhibit C), Certificate of Insurance (Exhibit D), Addenda (Exhibit E), Lease Agreement (Exhibit F) and any other document(s) related to the bid.

1.5 Council: The Lexington Fayette Urban County Council of Fayette County, Kentucky.

1.6 Disposal Site: The properly permitted contained landfill or other properly permitted disposal site or properly permitted facility used by REPUBLIC for the final treatment, utilization, processing, or deposition of any acceptable waste received under this Agreement.

1.7 Environmental Laws: Any federal, state, county, or local statute, law, regulation rule, ordinance, code, directive, policy, license or permit, imposing liability or standards of conduct or responsibility concerning or otherwise relating to environmental or health and safety matters, as amended from time to time and all as now or at any time hereafter may be in effect.

1.8 Excluded Waste: Highly flammable substances, Hazardous Materials, liquid wastes, certain pathological waste, explosives, radioactive materials, waste of any kind that is generated by any hazardous waste incinerator or facility, or any other waste excluded by any applicable Environmental Laws or excluded by any of the terms and conditions of any permits, licenses or approvals obtained with respect to REPUBLIC's operation of the Transfer Station and the Disposal Site. This term shall also include such other waste material which the parties mutually agree poses an unreasonable risk or danger to the operation or safety of the Transfer Station, transportation of waste, Disposal Site or the environment.

1.9 Force Majeure: Any act, event or condition reasonably relied upon by REPUBLIC or LFUCG as justification for delay in or excuse from performing or complying with any obligation, duty or agreement required of REPUBLIC or LFUCG under this Agreement, which act, event or condition is beyond the reasonable control of REPUBLIC or LFUCG or its agents relying thereon, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action other than by employees of LFUCG, REPUBLIC or its affiliates or subcontractors; and (iv) the order or judgment of a court of competent jurisdiction which stays, invalidates, or otherwise prevents the performance of this Agreement by either party.

1.10 Hazardous Materials: Radioactive material, any waste, substance, material, pollutant, or containment that is considered to be hazardous, toxic, flammable, explosive, or dangerous under Environmental Laws, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et. seq.), the Toxic

Substances Control Act (15 U.S.C. §2601 et. seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1501 et. seq.), Kentucky Revised Statute 224.01-400, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous toxic, flammable or dangerous waste, substance or material.

1.11 LFUCG Waste: All Waste collected or generated by LFUCG or any department, division or unit thereof, or by any contractor employed by LFUCG.

1.12 Non-LFUCG Waste: All Waste not collected or generated by LFUCG or any department, division or unit thereof.

1.13 Premises: Premises as defined in the Lease Agreement between REPUBLIC and LFUCG signed on even date herewith.

1.14 Recyclable Materials: Materials removed from LFUCG Waste and intended to be reused or transformed into new products. Additionally, the parties agree that LFUCG may in the future designate Sludge as a Recyclable Material.

1.15 Solid Waste: All garbage, refuse, sludge, and other discarded material, including solid, semi-solid or contained gaseous material, resulting from industrial, commercial, mining (excluding coal mining waste, coal mining products, refuse and overburden) and agricultural operations, and from community activities, but not including Special Waste, Recyclable Materials, Excluded Waste, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flow or industrial discharges which are point sources subject to permits under Section 402 of the Federal Pollution Control Act, as amended (86 Stat. 880), or sources, special nuclear, or by-product material as defined by the Atomic Energy Act of 1994, as

amended (69 Stat. 923) (KRS 224.01-010 (31)(a)).

1.16 **Special Waste:** Those wastes of high volume and low hazard or which require special or exceptional handling or approval from the Cabinet for disposal, including, but not limited to, mining waste, utility wastes (fly ash, bottom ash, scrubber sludge), sludge from water treatment facilities and wastewater treatment facilities, cement kiln dust, gas and oil drilling muds and oil production brines (KRS 224.50-760).

1.17 **Sludge:** Any solid, semi-solid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant or air pollution control facility exclusive of the treated effluent from a wastewater treatment plant or any other such waste having similar characteristics and effects.

1.18 **Ton:** 2,000 pounds.

1.19 **Transfer Station:** The Transfer Station located at 1505 Old Frankfort Pike.

1.20 **Waste:** Solid Waste and Special Waste.

2. **REPRESENTATIONS AND WARRANTIES OF LFUCG.** LFUCG represents warrants and agrees as follows:

2.1 **Existence and Good Standing.** LFUCG validly exists as a political subdivision in good standing under the laws of the Commonwealth of Kentucky.

2.2 **Approval and Authorization.** LFUCG has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder pursuant to various enabling sections of the Kentucky Revised statutes. The Council has duly authorized the execution and delivery of this Agreement and LFUCG's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation

of LFUCG, enforceable in accordance with its terms.

2.3 No Litigation. There is no action, suit, or proceeding pending or, to the best of LFUCG'S knowledge and belief, threatened against or affecting LFUCG, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, council, bureau, agency or instrumentality wherein any decision, ruling or finding would adversely affect the transactions contemplated herein.

2.4 Covenant for Delivery of Waste. Subject to the requirements and limitations of this Agreement, including, without limitation, this section, Section 17 of this Agreement, and Exhibit A, LFUCG covenants and agrees that beginning on the Commencement Date and continuing until this Agreement is terminated or expires, (i) LFUCG shall utilize the Transfer Station for the disposal of at least 100,000 Tons of LFUCG Waste annually; and (ii) unless LFUCG designates Sludge as a Recyclable Material, all Sludge shall be provided to REPUBLIC for disposal in accordance with Section 17 of this Agreement. For as long as REPUBLIC is not in breach of this Agreement, and otherwise ensure continuity of its waste disposal services provided herein throughout the term of this Agreement, LFUCG agrees not to contract during the term of this Agreement with any other Person for the transfer or disposal of LFUCG Waste from the Transfer Station. Notwithstanding the requirements of this subsection, 2.4, LFUCG may, in its sole discretion, 1) dispose of construction and demolition waste collected or generated by LFUCG or LFUCG contractors, Recyclable Materials, E-Waste, restaurant and food production waste, and grass, brush, leaves and similar wastes which are collected by LFUCG, in any manner it determines to be appropriate, whether pursuant to this Agreement or otherwise; and 2) construct additional transfer station(s) offering the same or similar services as the Transfer Station. REPUBLIC shall have the opportunity to - negotiate an amendment to this agreement to

operate that additional transfer station at the same or similar terms. If amended terms cannot be reached LFUCG may issue a RFP for operations of the additional Transfer Station. 3) In the event REPUBLIC requests an amendment to any terms of this contract, LFUCG may perform due diligence to verify the validity of the request, which may include contact with other persons or entities engaged in providing services covered by this contract.

2.5 Warranty of Clean Environmental Condition. LFUCG warrants and represents that the Transfer Station is in compliance with all Environmental Laws. There are no pending, or to the knowledge of LFUCG, threatened claims, notices of violation, demands, assessments or litigation with respect to any non-compliance with any Environmental Laws at the Transfer Station. Except as may be disclosed to REPUBLIC by LFUCG in writing prior to the Commencement Date, LFUCG warrants and represents that the Premises are in compliance with all Environmental Laws.

2.6 Statements. To the best knowledge and belief of LFUCG and its officials and employees, no statement, information, representation or warranty of LFUCG contained in this Agreement or furnished by or on behalf of LFUCG in connection with the transactions contemplated in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make a statement contained herein not misleading.

3. REPRESENTATIONS AND WARRANTIES OF REPUBLIC. REPUBLIC represents and warrants as follows:

3.1 Existence and Good Standing. REPUBLIC has been duly organized under the laws of Kentucky and validly exists in good standing under the laws of the Commonwealth of Kentucky.

3.2 Approval and Authorization. REPUBLIC has all requisite corporate power and authority to enter into and fully perform this Agreement. REPUBLIC's execution and delivery of this Agreement and REPUBLIC's performance of all of its duties and obligations contained herein have been duly authorized by all necessary corporate action on the part of REPUBLIC and this Agreement of REPUBLIC, subject to any approval required by any applicable statute, is enforceable against REPUBLIC in accordance with its terms.

3.3 No Litigation. There is no action, suit or proceeding pending or, to the best knowledge and belief of REPUBLIC, threatened against or affecting REPUBLIC at law or in equity or before or by any federal, state, municipal, or other governmental department wherein any decision would materially or adversely affect the transactions contemplated herein.

3.4 Compliance with Laws. REPUBLIC covenants and agrees that, in the operation of the Transfer Station, REPUBLIC will comply, in all material respects, with any and all federal, state, and local laws applicable to REPUBLIC concerning the operation of the Transfer Station and transportation of waste, subject to REPUBLIC's right to contest in good faith the interpretation, application and enforcement of any such laws.

Further, REPUBLIC covenants and agrees that any Disposal Site utilized by REPUBLIC shall be a permitted solid waste management facility operating in compliance in all material respects with any and all applicable laws.

3.5 Statements. To the best knowledge and belief of REPUBLIC and its officials and employees no statement, information, representation or warranty of REPUBLIC contained in this Agreement or furnished by or on behalf of REPUBLIC in connection with the transactions contemplated in this Agreement contains any untrue statement of a material fact or

omits to state a material fact necessary in order to make a statement contained herein not misleading.

4. **TERM.** Unless terminated earlier pursuant to Section 8 herein, the term of this Agreement shall commence on July 1, 2025, and shall continue in full force and effect until June 30, 2028.

5. **RENEWALS.** This Agreement may be extended by mutual agreement of the Parties for two additional three-year terms. The parties must provide notice to the other that it intends to exercise its part of the mutual option on or before ninety (90) days before the existing term is due to expire. The parties may only extend for one additional three-year term at a time.

6. **OPERATION OF TRANSFER STATION.**

6.1 **Standard of Operation.** REPUBLIC shall operate the Transfer Station according to generally accepted standards for the operation of transfer stations, under the supervision of qualified and trained transfer station personnel and in accordance with the Contract Documents, which are incorporated herein by reference as if fully set out herein, and all applicable laws, ordinances, regulations and orders.

6.2 **Specific Operational Obligations.** In connection with REPUBLIC's operation of the Transfer Station, the parties agree to the following specific obligations: (i) REPUBLIC shall not allow trucks delivering Waste to the Transfer Station to backup on any highway from which access to the Transfer Station is made; (ii) REPUBLIC shall be responsible for all snow and ice removal on the access road from the highway to the Transfer Station; (iii) REPUBLIC and LFUCG shall divide equally the cost of constructing and maintaining any access road from the highway to the Transfer Station subject to the terms of the Lease Agreement; (iv)

REPUBLIC shall require all trucks transporting Waste to and from the Transfer Station to be tarped or covered and may refuse to accept any uncovered trucks; (v) REPUBLIC shall collect any litter as needed on the access road, on the highway from which access to the Transfer Station is made for a distance of one-half mile from the intersection of the highway and access road in both directions, on Jimmie Campbell Drive, and around and on 1401 and 1405 Old Frankfort Pike. REPUBLIC shall collect any litter along the transportation route which was caused by trucks transporting Waste from the Transfer Station to the Disposal Site; (vi) REPUBLIC shall keep the Transfer Station and all permanent fixtures contained therein free of all liens and encumbrances; (vii) REPUBLIC shall keep and maintain the Transfer Station at all times during the term hereof in good order and repair (reasonable wear and tear excepted) and shall be responsible for all maintenance of the Transfer Station, both interior and exterior subject to the terms of the Lease Agreement; and (viii) REPUBLIC shall procure for the duration of this Agreement insurance against loss or damage by fire or other casualty, with full extended coverage, in an amount equal to the reasonable replacement value of the Transfer Station as provided in paragraph 11.

6.3 Unloading Rights of LFUCG. REPUBLIC acknowledges and agrees that efficient and expedient unloading procedures at the Transfer Station are important to LFUCG and that it is imperative that LFUCG trucks are unloaded in a reasonable amount of time so that they may return to their collection routes. REPUBLIC agrees to take all reasonable and necessary steps to facilitate efficient and expeditious loading procedures at the Transfer Station. LFUCG agrees to use its best efforts to lay out its collection routes in a manner that spaces the arrival of LFUCG trucks and avoids, to the extent reasonably possible, the delivery of large quantities of LFUCG Waste at the same time.

6.4 Obligation to Accept Waste. In its operation of the Transfer Station,

REPUBLIC hereby agrees to accept and dispose of all LFUCG Waste and all Non-LFUCG Waste generated in Fayette County and delivered to the Transfer Station.

6.5 Acceptance of Waste. The Acceptance of Waste Provisions of RFP No. 45-2024 and its Addenda are incorporated herein by reference as if fully stated.

6.6 Ownership of Waste. Ownership of Waste shall pass to and be accepted by REPUBLIC upon unloading of Waste at the Transfer Station, loading of Sludge into truck trailers, and/or removal of roll-offs with contaminated soil or asbestos. Ownership of Excluded Waste delivered to the Transfer Station by or on behalf of LFUCG shall not pass to REPUBLIC at any time unless REPUBLIC agrees in advance in writing to accept such Excluded Waste.

6.7 Access. LFUCG shall have the right to inspect any or all of REPUBLIC's and any subcontractor's operations, facilities or records (excluding confidential financial records) related to this Agreement. LFUCG shall have access to operations and the facilities at any and all times during normal business hours or when there is activity of any kind at those operations or facilities. Any such entry by LFUCG, its agents and representatives, shall not unreasonably interfere with REPUBLIC's operations.

7. FEES.

7.1 Fees and Payments. LFUCG shall pay REPUBLIC fees in accordance with the schedule of fees attached hereto as Schedule A. The environmental remediation fee of \$1.75 per ton or as that amount may be amended in the future shall be paid separately by LFUCG.

7.2 Payment. No later than the tenth (10th) day of each month, REPUBLIC shall invoice LFUCG, via electronic mail or otherwise, for LFUCG Waste accepted by REPUBLIC

during the previous calendar month. LFUCG shall pay such invoice no later than the last day of the month in which the invoice was received.

7.3 Host Fee. REPUBLIC shall no later than the fifteenth (15th) day of each month pay LFUCG a host fee for each Ton of Non-LFUCG Waste accepted at the Transfer Station during the previous calendar month. The amount of the host fee shall be \$2.00 per ton. In consideration of REPUBLIC's commitment to pay LFUCG a host fee for all Non-LFUCG Waste, LFUCG consents to the use of the Transfer Station for such Non-LFUCG waste, and the establishment by REPUBLIC of all fees for Non-LFUCG Waste.

7.3 Annual Price Adjustment. REPUBLIC shall be afforded the opportunity to request an annual price increase to be effective in the following fiscal year (July 1 – June 30 of the following year). The request shall be submitted no later than April 1. REPUBLIC shall provide sufficient documentation and justification for the requested increase. The increase shall be capped at the prior three months average of the “12-month unadjusted Consumer Price Index” as published by the U.S Bureau of Labor Statistics.

8. TERMINATION. Either party may terminate this Agreement upon an Event of Default under this Agreement and failure to cure pursuant to Section 10 below by the other party.

9. EVENT OF DEFAULT. For purposes of this Agreement, an Event of Default with respect to either party shall exist if any of the following events occur: (i) such party breaches or otherwise fails to observe any of the material terms or provisions of this Agreement; (ii) such party shall breach any material covenants, representations, or warranties in this Agreement.

10. OBLIGATION TO CURE DEFAULT. Prior to a party exercising its termination rights pursuant to Section 8, the non-defaulting party shall notify the defaulting party of the default.

Each party shall in the case of any default of its obligations under this Agreement either (i) cure the default within thirty (30) days of receipt of written notice from the non-defaulting party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action that can reasonably be expected to lead to a curing of the default (the thirty (30) day period will be extended for so long as the defaulting party is actively and continuously pursuing such a course); provided, however, that in the event of the failure of any party to pay the other party any sum required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-defaulting party, together with interest accruing at the legal rate from the date payment was due.

11. INSURANCE. REPUBLIC, at its expense, shall maintain during the term Pollution Liability Insurance with minimum limits of \$5,000,000. Commercial General Liability Insurance with minimum limits of \$2,000,000, including Property Insurance (replacement value), sufficient to repair or replace any damage or destruction resulting from any occurrence covered by such insurance. Automobile Liability Insurance with combined single limits of \$1,000,000 and Workers' Compensation Insurance with minimum limits no less than those prescribed by Kentucky law. All policies shall name "The Lexington Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successor in interest, as additional insureds on any and all appropriate policies issued." All policies of insurance shall be issued by companies qualified and licensed to do business in the Commonwealth of Kentucky with a rating classification of no less than Excellent (A) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide. Certificates of Insurance shall provide that coverage shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits, except after thirty (30) days prior written notice by certified mail,

return receipt requested, to Lexington Fayette Urban County Government, Division of Risk Management, 200 East Main Street, Lexington, Kentucky 40507.

12. INDEMNIFICATION. The Risk Management Provisions of RFP No. 45-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

13. NOTICES. Written notice, demand, or other communication required to be given under this Agreement by either party to the other shall be sufficiently delivered if it is dispatched by registered mail, postage prepaid, return receipt requested, or delivered personally to:

To LFUCG: Commissioner of Public Works
Lexington Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

Commissioner of Law
Lexington Fayette Urban County Government
Department of Law
200 East Main Street
Lexington, KY 40507

To: REPUBLIC: Republic Services of Kentucky, LLC
451 Conway Court
Lexington, KY 40511
Attention: Tim Ward, General Manager

14. ASSIGNMENT AND SUBCONTRACTING. No party to this Agreement shall assign its rights or obligations hereunder in whole or in part without first giving sixty (60) days' notice to, and obtaining the express written consent of, the other party, which consent shall not be unreasonably withheld. Without limiting the foregoing, (i) a transfer of in excess of fifty percent (50%) of the then issued and outstanding voting securities of REPUBLIC; or (ii) a Change of Control shall be deemed an assignment for purpose of this paragraph; provided, however, such a

transfer to a corporate affiliate of REPUBLIC, is hereby excluded and shall not be deemed an assignment. Furthermore, REPUBLIC shall not subcontract this Agreement in whole or in part without the written consent of LFUCG, which shall not be unreasonably withheld; provided, however, that REPUBLIC may subcontract any of its rights and obligations under this Agreement only as provided in its Response to LFUCG's Invitation to Bid. Any subcontractor not identified in said Response shall be subject to prior written approval by LFUCG which approval shall not be unreasonably withheld. Notwithstanding the foregoing, if an emergency occurs which causes contracting with a new subcontractor to be necessary, REPUBLIC may immediately secure the services of a new subcontractor to handle or transport Waste prior to requesting LFUCG approval. However, REPUBLIC may subcontract under an emergency only until such time as LFUCG has responded to REPUBLIC's request for written approval, which request shall be made by REPUBLIC as soon as possible after the emergency occurs. REPUBLIC shall, notwithstanding any subcontract hereunder, remain primarily liable to LFUCG for performance of this Agreement. "Change of Control" as used in this Section shall mean a transfer of a sufficient ownership interest in REPUBLIC the result of which allows a transferee to control management of REPUBLIC or otherwise direct the affairs of REPUBLIC.

15. FORCE MAJEURE. In the event REPUBLIC or LFUCG is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then, in addition to the other remedies provided in this Agreement, the obligations of REPUBLIC or LFUCG may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Immediately upon such event and continuing throughout the duration of such event, the parties shall each use their best efforts to remedy such event of Force Majeure as expeditiously as possible. Any time that REPUBLIC or LFUCG intends

to rely upon an event of Force Majeure to suspend obligations as provided in this Section, REPUBLIC or LFUCG shall notify the other party to this Agreement as soon as reasonably practicable, describing in reasonable detail the circumstances of the event of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.

If an event of Force Majeure materially and adversely increases either party's costs to perform under this Agreement, the parties agree to meet and negotiate in good faith regarding any adjustment in fees.

16. CONTRACT DOCUMENTS. The Contract Documents are hereby incorporated into this Agreement by reference. In the event that a conflict exists between the provisions of this Agreement and those of the Contract Documents, the provisions of this Agreement shall control, followed by the Request for Proposal #45-2024 (Exhibit A) then REPUBLIC's Response to LFUCG's RFP #45-2024 (Exhibit B).

17. SLUDGE AND SPECIAL WASTE HANDLING. With regard to the disposal of sludge generated by LFUCG, REPUBLIC shall provide truck trailers at the LFUCG Waste Water Treatment Plants, which truck trailers shall be loaded by LFUCG. REPUBLIC shall transport the truck trailers directly to the Disposal Site and LFUCG shall not be required to deliver sludge from the Waste Water Treatment Plants to the Transfer Station. With regard to the disposal of Special Waste, the parties agree that, because of the consistency of some Special Waste, REPUBLIC may determine to by-pass the Transfer Station and transport certain Special Wastes directly to the REPUBLIC determined Disposal Site. REPUBLIC shall provide LFUCG with the name and location of the Disposal Site, along with a letter from the locality approving the acceptance of Sludge and Special Wastes, at the time of execution of this Agreement.

18. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, unconstitutional, or unenforceable, all remaining provisions of this Agreement shall not be affected and shall remain in full force and effect as if such provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added by mutual agreement as a part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, legal or enforceable. Notwithstanding the above, if the term of this Agreement is held to be invalid, illegal, or unenforceable in any respect, then the term of this Agreement shall automatically be the maximum valid and legal term allowed by applicable common or statutory law.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

20. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

21. CONSTRUCTION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms, corporations or other entities.

The terms "herein", "hereunder", "hereto", "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the date of this Agreement. This Agreement is the result of joint negotiations and authorship and no part of this Agreement shall be construed as the product

of any of the parties hereto.

22. ENTIRE AGREEMENT. This Agreement, including the Contract Documents, constitutes the entire understanding between LFUCG and REPUBLIC, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendments, alterations, or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, LFUCG AND REPUBLIC have caused their respective duly authorized officers to execute this Agreement as of the day and year first above written.

ATTEST:

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By:  _____
COUNCIL CLERK

By:  _____
Its: Mayor

ATTEST:

REPUBLIC SERVICES OF KENTUCKY, LLC

By:  _____
STATE OF Kentucky)

By:  _____
Tim Ward, General Manager

: SS

COUNTY OF Fayette)

The foregoing Waste Supply and Disposal Agreement was produced and acknowledged before me this the 30 day of April, 2025, by Linda Gorton

Mayor of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,
who acknowledged that he had full authority to act on behalf of the said LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT.

My Commission expires 11/20/2027.

Mackenzie Stock ID# KYNP82853
NOTARY PUBLIC, STATE AT LARGE

STATE OF Kentucky)

: SS

COUNTY OF Boyle)

The foregoing Waste Supply and Disposal Agreement was produced and acknowledged
before me this the 2 day of April, 2025, by Charli as Notary of
REPUBLIC SERVICES OF KENTUCKY, LLC, a Kentucky corporation, on behalf of the said
corporation.

My Commission expires 3/18/28.

Charli Jaden Zammit
NOTARY PUBLIC
Commonwealth of Kentucky
Commission Number KYNP86785
My Commission Expires 3/18/2028

Charli Zammit
NOTARY PUBLIC, STATE AT LARGE
SCHEDULE A

**Transportation and Disposal Fees
Schedule**

Item	Units	Unit Price Transport	Unit Price Disposal	Unit Price Total
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Municipal solid waste	tons	\$30.00	\$19.98	\$49.98
Tires (individually)	tons	\$0.00	\$5.00	\$5.00
Tires (by the ton)	tons	\$0.00	\$195.00	\$195.00
Contaminated Soils	tons	\$30.00	\$19.98	\$49.98
Municipal sewage sludge	tons	\$30.00	\$19.98	\$49.98
Asbestos	tons	N/A	N/A	N/A
Special Wastes	tons	\$30.00	\$19.98	\$49.98
Auto gas tanks	each	\$0.00	\$58.00	\$58.00
1 & 2 lb LP tanks	each	\$0.00	\$39.00	\$39.00
CDD material	tons	\$30.00	\$19.98	\$49.98
20 lb propane tanks	each	\$0.00	\$66.00	\$66.00
Host Fee to be <i>paid to LFUCG</i> for non-LFUCG waste processed through Transfer Station				\$2.00

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") made and entered into on this ____ day of _____, 2025, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to in the singular as "LFUCG"); LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION (hereinafter referred to in the singular as "Public Facilities Corporation") and REPUBLIC SERVICES OF KENTUCKY, LLC, (hereinafter referred to as "Republic").

WITNESSETH:

WHEREAS, LFUCG and REPUBLIC have entered into a Waste Supply and Disposal Agreement (the "Disposal Agreement") dated on _____ herewith for the purpose of supply and disposal of solid waste, as defined and set out in more particularity therein, and

WHEREAS, pursuant to the Disposal Agreement, LFUCG desires to designate a permanent transfer station site, shown as parcel 1A on Plat Cabinet J- Slide 865 and on Exhibit "A", attached hereto (the "Premises"), which REPUBLIC will lease from LFUCG to operate a transfer station (the "Transfer Station"), certain easements also identified on Exhibit "A" (the "Easements"), and the right of access to the Central Access Area, the Scale House Area, and the Storage Area (as those terms are defined herein) also identified on Exhibit "A", which LFUCG will grant to REPUBLIC to provide access to the Transfer Station (together the Premises, the Easements, the Transfer Station, the Central Access Area, the Scale House Area, and the Storage Area shall be referred to as the "Facilities"), and

WHEREAS, LFUCG and REPUBLIC are desirous of clarifying and setting out additional terms by which REPUBLIC will lease the Facilities and operate the Transfer Station by way of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set out, LFUCG does hereby lease and demise the Facilities to REPUBLIC upon the following terms:

1. Lease and Easements.

1.1 Lease. LFUCG does hereby let, lease and demise to REPUBLIC, for exclusive use as a solid waste transfer station and activities related thereto, the Premises, which is the area identified as 1A on Plat Cabinet J – Slide 865 and shown in blue on Exhibit "A," attached hereto and made a part hereof by reference.

1.2 Western Access Easements. LFUCG has designated and hereby grants to REPUBLIC access easements from Old Frankfort Pike west of the Premises (the "Western Access Easements") as shown in yellow on Exhibit "A". REPUBLIC's use of the Western Access Easements shall be non-exclusive and shall be limited to access to the Premises by personal vehicles of employees of REPUBLIC and its contractors and truck trailers which haul Waste to the Transfer Station. The Western Access Easements shall remain open to passage and use by vehicular traffic and there shall be no parking within the Western Access Easements. Stacking, standing or staging of vehicles within the Western Access Easement is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

LFUCG shall be entitled to use the Western Access Easements, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Western Access Easements.

1.3 Eastern Access Easements. LFUCG has designated and hereby grants to REPUBLIC access easements from Old Frankfort Pike along the eastern boundary of the Premises

(the "Eastern Access Easements) as shown in green on Exhibit "A". REPUBLIC's use of the Eastern Access Easements, which run along a portion of the existing Sanitary Sewers Road (Jimmie Campbell Dr.), shall be non-exclusive and shall be limited to access to the Premises by personal vehicles of employees of REPUBLIC and its contractors and truck trailers which haul Waste from the Transfer Station to the Disposal Site. The Eastern Access Easements shall remain open to passage and use by vehicular traffic and there shall be no parking within the Eastern Access Easements. Stacking, standing or staging of vehicles within the Eastern Access Easement is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

LFUCG shall be entitled to use the Eastern Access Easements, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Eastern Access Easements.

1.4 Central Access Area. The LFUCG Public Facilities Corporation is a party to this Lease Agreement and executes this instrument to consent to, upon written request by REPUBLIC, designate and grant to REPUBLIC the right of access from Old Frankfort Pike west of the Premises as shown in red on Exhibit "A" (the "Central Access Area"). To the extent that the Central Access Area also enters the property of LFUCG, LFUCG also designates and grants to Republic the right of entry from Old Frankfort Pike west of the Premises as shown in red on Exhibit "A".

The Central Access Area is described herein as: beginning at the property corner between #1515 and #1501 Old Frankfort Pike and running South 79 degrees, 29 minutes East for 42.5 feet, thence North 10 degrees, 35 minutes East for 305.25 feet, thence North 59 degrees, 19 minutes

West for 42.75 feet, thence South 11 degrees, 0 minutes West for 320 feet to the point of beginning, containing 12,923 square feet, more or less.

REPUBLIC's use of the Central Access Area shall be non-exclusive and shall be limited to access from the Premises by personal vehicles of employees of REPUBLIC and its contractors and truck trailers which haul Waste from the Transfer Station to the Disposal Site. The Central Access Area shall remain open to passage and use by vehicular traffic and there shall be no parking within the Central Access Area. Stacking, standing or staging of vehicles within the Central Access Area is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

Notwithstanding the maintenance responsibilities provided in Section 3, REPUBLIC shall be responsible for any and all costs associated with any renovations necessary to allow REPUBLIC to utilize the Central Access Area. Any renovation shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld. LFUCG shall be entitled to use the Central Access Area, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Central Access Area.

1.5 Scale House Area. LFUCG has designated and hereby grants to REPUBLIC the right of access to the Scale House Area as shown in purple on Exhibit "A". The Scale House Area is described herein as: beginning at the northeastern property corner #1515 Old Frankfort Pike and running North 59 degrees, 21 minutes, 16 seconds West for 237.3 feet; thence North 67 degrees, 7 minutes, 6 seconds West for 84.2 feet; thence South 22 degrees, 14 minutes West for 43 feet; thence South 69 degrees, 5 minutes East for 319 feet to the point of beginning, containing 8,207 square feet, more or less.

REPUBLIC's use of the Scale House Area shall be non-exclusive and shall be limited to access to the Premises, by personal vehicles of employees of REPUBLIC and its contractors and empty truck trailers which haul Waste from the Transfer Station to the Disposal Site. The Scale House Area shall remain open to passage and use by vehicular traffic and there shall be no parking within the Scale House Area. Stacking, standing or staging of vehicles within the Scale House Area is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

1.6 Storage Area. LFUCG has designated and hereby grants to REPUBLIC the use of the Premises (the "Storage Area") as shown in purple on Exhibit "A". The Storage Area is described herein as: beginning at the southeastern property corner #1505 Old Frankfort Pike and running North 77 degrees, 26 minutes West for 106.53 feet, thence North 11 degrees, 14 minutes East for 90 feet, thence North 38 degrees, 15 minutes West for 41.38 feet, thence South 10 degrees, 35 minutes West for 225.25 feet, thence South 79 degrees, 43 minutes East for 219.9 feet, thence North 10 degrees, 35 minutes East for 104.4 feet, thence North 80 degrees, 16 minutes West for 83.25 to the point of beginning, containing 26,355 square feet, more or less.

REPUBLIC's use of the Storage Area shall be non-exclusive. LFUCG shall be entitled to use the Storage Area, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Storage Area.

1.7 Use of Facilities. In addition to the limitations on the use of the Facilities as otherwise provided in the Lease, the use of the Facilities by REPUBLIC shall be limited to only those uses which directly support the operations of the Transfer Station and compliance by REPUBLIC with the terms of the Lease and the Disposal Agreement.

2. Transfer Station Operation. REPUBLIC shall maintain and operate the Transfer Station for the term hereinafter specified for the purpose of receiving Waste, REPUBLIC shall not permit any Waste to remain on the floor or on the ground outside the Transfer Station overnight and shall not permit any Waste to remain on the Premises overnight. The Transfer Station shall be operated by REPUBLIC, for LFUCG, in accordance with the terms of the Disposal Agreement and all applicable federal, state and local law and regulation. The Premises shall only be used by REPUBLIC as a transfer station for waste handling in accordance with the terms of the Disposal Agreement.

3. Maintenance of Facilities. In addition to the maintenance requirements provided herein, REPUBLIC shall keep and maintain the Facilities at all times during the term hereof in good order and repair (reasonable wear and tear excepted) and shall be responsible for all maintenance of the Facilities. REPUBLIC will provide, manage, and maintain all equipment in or on the Facilities. REPUBLIC will assume responsibility for the routine maintenance and repairs, security, odor control, snow/ice removal, and litter abatement of the Facilities. REPUBLIC must keep the Facilities in compliance with all applicable codes and regulations.

REPUBLIC shall include in the monthly report a summary of any damage and repairs to the Facilities. Any significant damage or accidents shall be reported to LFUCG within 24 hours. LFUCG will conduct weekly inspections and note areas of concern and deficiencies. Failing to address an issue raised by LFUCG may result in default or LFUCG correcting the item and charging REPUBLIC for any and all expenses. REPUBLIC and LFUCG will conduct an initial walk-through and inventory at the beginning of the lease term. At the end of the lease term, REPUBLIC shall return the Facilities and equipment located thereon to LFUCG in the same condition as accepted at the beginning of the lease term.

Repairs or improvements to the facility that exceed \$20,000 will be considered Capital Repairs. LFUCG will be responsible for the cost of Capital Repairs. Notwithstanding the foregoing sentence, a repair that exceeds \$20,000 shall be the responsibility of REPUBLIC if caused, in whole or in part, by REPUBLIC's delay or failure to perform routine maintenance.

4. Storm Water. REPUBLIC agrees to maintain any existing storm water facilities, including any retention basin, water quality basin, or other such facility currently located on the Premises, and further hereby specifically agrees to install at its sole expense any other storm water facilities necessary to comply with any applicable local, state, or federal laws and/or regulations related to storm water originating on or from the Premises.

5. Landscaping. REPUBLIC shall maintain existing landscaping, including all buffer trees, currently within the Facilities. REPUBLIC shall replace all damaged and dead trees with the size and species as provided in the most recent LFUCG Planting Manual.

6. Term. Unless terminated earlier pursuant to Section 20 herein, the term of this Agreement shall commence on July 1, 2025, and shall continue in full force and effect until June 30, 2028. This Agreement may be extended by mutual agreement of the Parties for two additional three-year terms, under the same terms and conditions as provided herein and in the Disposal Agreement. The Parties must provide notice to the other that it intends to exercise its part of the mutual option on or before ninety (90) days before the existing term is due to expire. The Parties may only extend for one additional three-year term at a time. The term of this Agreement corresponds directly to the Disposal Agreement.

7. Payments. LFUCG shall pay to REPUBLIC during the term of this Agreement fees and reimbursements as provided for, and on the schedule set out, in the Disposal Agreement. REPUBLIC shall pay to LFUCG host fees as provided for, and set out in the Disposal Agreement.

8. Taxes. REPUBLIC shall pay all applicable taxes or assessments on its use of the Transfer Station and equipment used in conjunction with the Transfer Station but reserves the right to contest any such levy or assessment.

9. Utilities and Service. The parties agree that all necessary utilities required by REPUBLIC for the operation of the Transfer Station are at or in close proximity to the boundary of the Premises. LFUCG hereby grants to REPUBLIC the right to construct, at its cost, access to any such utilities across LFUCG property, subject to the approval of the Commissioner, which shall not be unreasonably refused. Likewise, REPUBLIC agrees to allow LFUCG to construct utility pipelines and wirelines on or through the Premises, which shall not interfere with the operation of the Transfer Station, subject to REPUBLIC's prior written approval, which shall not be unreasonably refused. REPUBLIC shall pay for all utilities and services used or consumed at the Transfer Station during the term of this Agreement.

10. Signage. REPUBLIC shall provide reasonable signage to identify the Transfer Station, its operator, hours of operation, emergency phone number, ingress and egress points, subject to the approval of the Commissioner, which approval shall not be unreasonably refused, and further subject to requirements of the Zoning Ordinance as to type, size, content and location.

11. Hours of Operation. REPUBLIC shall keep the Transfer Station open to receive Waste at all times during the hours required by the Disposal Agreement.

12. Insurance. The Insurance Provisions of RFP No. 45-2024 are incorporated herein by reference as if fully stated.

13. Indemnification.

12.1 The Risk Management Provisions of RFP No. 45-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

14. Condition of the Transfer Station: Scales.

(a) REPUBLIC shall maintain the Transfer Station and scales in good order, condition, and repair at all times at its own expense. Without limiting the generality of the foregoing, REPUBLIC agrees to keep all exterior surfaces of the improvements clean; to keep the inside and outside of all glass in the doors and windows of the improvements clean; to replace promptly with like kind and quality any plate or window glass which may become cracked or broken; to maintain the improvements in a sanitary condition, free of insects, rodents, vermin, and other pests; to keep the Transfer Station free from accumulation of garbage, trash, rubbish, and other refuse, and to provide trash rooms, containers and receptacles therefore to avoid and prevent any objectionable odors; and generally to occupy the Transfer Station and conduct its business in a clean dignified, and orderly manner in accordance with high standards. REPUBLIC agrees that LFUCG and/or any representative designated by it shall have the right, at all reasonable times, to inspect and examine the Transfer Station. REPUBLIC agrees to correct any deficiency within ten (10) days (or a reasonable time if such deficiency is not correctable within ten days) after written notice to it from LFUCG.

(b) REPUBLIC shall regularly calibrate the scales consistent with industry standards.

15. Casualty Damage. In the event that all or any portion of the improvements on the Transfer Station are damaged or destroyed by fire or other casualty, REPUBLIC shall promptly repair or replace the improvements and restore them to as good a condition as existed before the

damage. Any insurance proceeds payable to LFUCG or REPUBLIC shall be made available to REPUBLIC for the purpose of replacement or repair.

16. Covenants of LFUCG. LFUCG warrants and covenants to REPUBLIC the following, each of which is deemed a material inducement for the execution of this agreement:

(a) The LFUCG has fee simple title to the Facility and full right, power and authority to enter into this Agreement.

(b) The LFUCG will keep REPUBLIC in full, complete and peaceful possession of the Facility during the existence of this Agreement, so long as REPUBLIC is not in default of this Lease Agreement nor the Disposal Agreement.

17. Equipment. REPUBLIC may install any equipment and fixtures at the Facility it deems necessary or desirable for the conduct or operation of its business. REPUBLIC may, within thirty (30) days after termination or cancellation of this Agreement, remove any rolling stock, vehicles and equipment not attached to the Facility so as to make them a fixtures, so long as the removal does not damage the structure of the Facility.

18. Remodeling. At any time from time to time, REPUBLIC, at its sole cost and expense, may remodel the interior of the improvements as it deems necessary or convenient for the conduct of its operation subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld.

19. Disposal Agreement. The Disposal Agreement and all incorporated documents thereto are incorporated herein by reference. Terms which are capitalized in this Agreement and which are not specifically defined herein shall have the meanings ascribed to them in the Disposal Agreement.

20. Termination. Either party may terminate this Agreement upon an Event of Default under this Agreement and failure to cure pursuant to Section 22 below by the other party.

21. Default. For purposes of this Agreement, an Event of Default with respect to either party shall exist if any of the following events occur: (i) such party breaches or otherwise fails to observe any of the material terms or provisions of this Agreement; (ii) such party shall breach any material covenants, representations, or warranties in this Agreement; (iii) REPUBLIC becomes bankrupt, insolvent, or makes an assignment for the benefit of creditors; or (iv) an Event of Default under the Disposal Agreement occurs.

22. Obligation to Cure Default. Prior to a party exercising its termination rights pursuant to Section 20, the non-defaulting party shall notify the defaulting party of the default. Each party shall in the case of any default of its obligations under this Agreement either (i) cure the default within thirty (30) days of receipt of written notice from the non-defaulting party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action that can reasonably be expected to lead to a curing of the default (the thirty (30) day period will be extended for so long as the defaulting party is actively and continuously pursuing such a course); provided, however, that in the event of the failure of any party to pay the other party any sum required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-defaulting party, together with interest accruing at the legal rate from the date payment was due.

Nothing contained in this Lease Agreement shall prohibit LFUCG from contracting with any other Person for the transfer or disposal of LFUCG Waste from the Transfer Station, including terminating this Lease Agreement and leasing the Premises to that Person, without providing the right to cure, should REPUBLIC, through its breach of this Agreement, fail to ensure continuity

of its waste disposal services, until such time as continuity of waste disposal services is ensured by REPUBLIC.

23. Notices. Any written notice required herein shall be sufficient if sent by certified mail to the following:

(a) LFUCG: Commissioner of Environmental Quality & Public Works
Lexington Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

WITH A COPY TO:

(b) REPUBLIC: Republic Services of Kentucky, LLC
451 Conway Court
Lexington, KY 40511
Attn: General Manager

Republic Services of Kentucky, LLC
c/o Republic Services, Inc.
18500 N Allied Way
Phoenix, AZ 85054
Attn: Chief Legal Officer

24. Non-Waiver. Each act of default by either LFUCG or REPUBLIC shall be a separate occurrence, and waiver or extension of time to cure same on one occasion shall not be deemed a waiver or extension of any subsequent default.

25. Recording. On even date herewith, the parties shall execute a Memorandum of Lease, in the form attached as Exhibit "B" and made a part hereof by reference, for the purpose of recordation. All costs associated with the recordation of the Memorandum of Lease shall be paid by REPUBLIC.

26. Entire Agreement. This Agreement and the Disposal Agreement constitute the entire agreement between LFUCG and REPUBLIC and this Agreement may be altered or amended only by written agreement of both.

27. Binder. This Agreement shall be binding on the successors and assigns of both LFUCG and REPUBLIC.

IN WITNESS WHEREOF, parties have hereunto affixed their names, the day and year first above written, provided, however, that the Lexington Fayette Urban County Government

Public Facilities Corporation has signed only for the purposes set out in paragraphs 1.4 and 1.5, above.

ATTEST:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
COUNCIL CLERK

By: _____
Its: _____

ATTEST:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION

By: Mackenzie Jak
COUNCIL CLERK
Deputy

By: Linda Gorton
Its: President

REPUBLIC SERVICES OF KENTUCKY, LLC

By: [Signature]
Adrienne W. Wilhoit, Vice President

STATE OF Kentucky
COUNTY OF Fayette : ss

The foregoing Lease Agreement was produced and acknowledged before me this the 08 day of May, 2025, by Linda Gorton President of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, who acknowledged that he had full authority to act on behalf of the said LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

My Commission expires July 11, 2026.

Sonja M Blackburn # KYNP55159
NOTARY PUBLIC, STATE AT LARGE

STATE OF Kentucky
COUNTY OF Fayette : ss

Sonja M. Blackburn
Notary Public
Commonwealth of Kentucky
Commission Number KYNP55159
My commission expires July 11, 2026

The foregoing Lease Agreement was produced and acknowledged before me this the 8th day of May, 2025, by Linda Gannon, President of LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, who acknowledged that he had full authority to act on behalf of the said LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION

Sonja M. Blackburn
Notary Public
Commonwealth of Kentucky
Commission Number KYNP55159
My commission expires July 11, 2026

My Commission expires July 11, 2026

Sonja M. Blackburn # KYNP55159
NOTARY PUBLIC, STATE AT LARGE

STATE OF ARIZONA)
: SS
COUNTY OF MARICOPA)

The foregoing Lease Agreement was produced and acknowledged before me this the 2nd day of April, 2025, by Adrienne W. Wilhoit as Vice President of REPUBLIC SERVICES OF KENTUCKY, LLC, a Kentucky corporation, on behalf of the said corporation.

My Commission expires 2/2/29

[Signature]
NOTARY PUBLIC, STATE AT LARGE

KIARA GONZALEZ
Notary Public - Arizona
Maricopa County
Commission # 678775
My Comm. Expires Feb 2, 2029

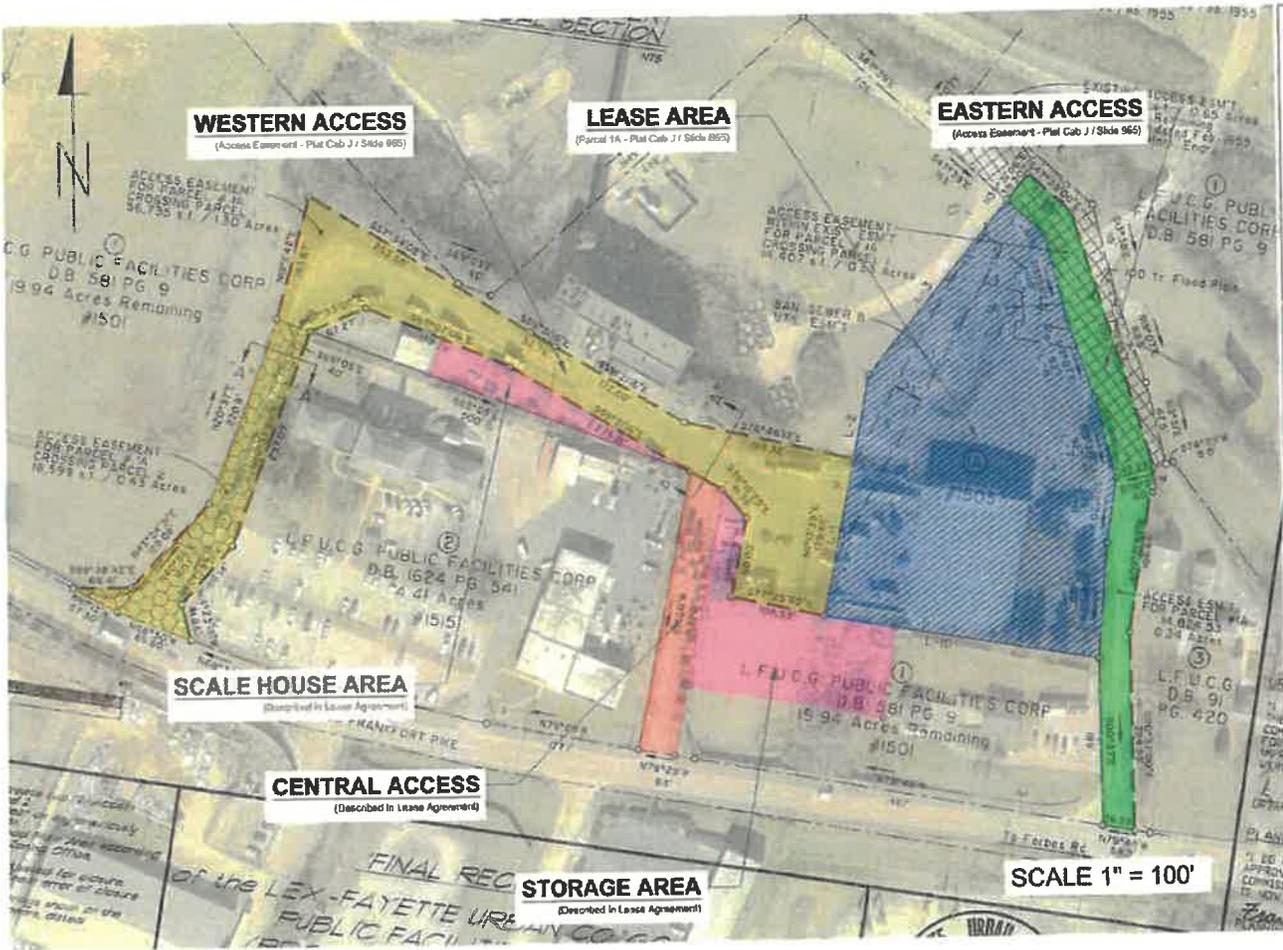


EXHIBIT - A
LEASE AGREEMENT - TRANSFER STATION - March 2025

