

ORIGINAL



Your Touchstone Energy® Cooperative 

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

ELECTRONIC APPLICATION OF)	
BIG RIVERS ELECTRIC CORPORATION)	Case No.
FOR ENFORCEMENT OF)	2019-00269
RATE AND SERVICE STANDARDS)	

**Responses to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

Part 2 of 2

Responses to Item 41 through Item 77

FILED: June 8, 2020

ORIGINAL

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

VERIFICATION

I, Robert W. ("Bob") Berry, verify, state, and affirm that the data request responses filed with this verification for which I am listed as a witness are true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry.



Robert W. ("Bob") Berry

COMMONWEALTH OF KENTUCKY)
COUNTY OF HENDERSON)

SUBSCRIBED AND SWORN TO before me by Robert W. ("Bob") Berry on this
the 8th day of June, 2020.



Notary Public, Kentucky State at Large

My Commission Expires _____

Notary Public, Kentucky State-At-Large
My Commission Expires: July 10, 2022
ID: 604480

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

VERIFICATION

I, Michael W. ("Mike") Chambliss, verify, state, and affirm that the data request responses filed with this verification for which I am listed as a witness are true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry.

Michael W. Chambliss

Michael W. ("Mike") Chambliss

COMMONWEALTH OF KENTUCKY)
COUNTY OF HENDERSON)

SUBSCRIBED AND SWORN TO before me by Michael W. ("Mike") Chambliss
on this the 8th day of June, 2020.

Joy P. Parsley

Notary Public, Kentucky State at Large

My Commission Expires _____

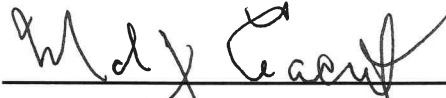
Notary Public, Kentucky State-At-Large
My Commission Expires: July 10, 2022
ID: 604480

BIG RIVERS ELECTRIC CORPORATION

**ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
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CASE NO. 2019-00269**

VERIFICATION

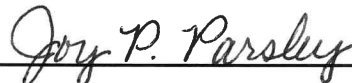
I, Mark J. Eacret, verify, state, and affirm that the data request responses filed with this verification for which I am listed as a witness are true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry.



Mark J. Eacret

COMMONWEALTH OF KENTUCKY)
COUNTY OF HENDERSON)

8th SUBSCRIBED AND SWORN TO before me by Mark J. Eacret on this the
_____ day of June, 2020.



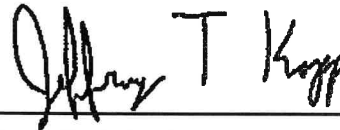
Notary Public, Kentucky State at Large
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My Commission Expires: July 10, 2022
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BIG RIVERS ELECTRIC CORPORATION
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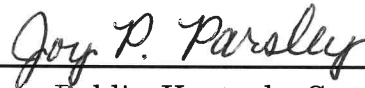
I, Jeffrey T. ("Jeff") Kopp, verify, state, and affirm that the data request responses filed with this verification for which I am listed as a witness are true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry.



Jeffrey T. ("Jeff") Kopp

COMMONWEALTH OF KENTUCKY)
COUNTY OF HENDERSON)

SUBSCRIBED AND SWORN TO before me by Jeffrey T. ("Jeff") Kopp on this
the 8th day of June, 2020.



Notary Public, Kentucky State at Large

My Commission Expires _____

Notary Public, Kentucky State-At-Large
My Commission Expires: July 10, 2022
ID: 604480

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VERIFICATION

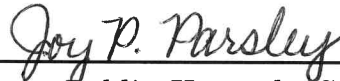
I, Michael T. ("Mike") Pullen, verify, state, and affirm that the data request responses filed with this verification for which I am listed as a witness are true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry.



Michael T. ("Mike") Pullen

COMMONWEALTH OF KENTUCKY)
COUNTY OF HENDERSON)

SUBSCRIBED AND SWORN TO before me by Michael T. ("Mike") Pullen on this the 8th day of June, 2020.



Notary Public, Kentucky State at Large

My Commission Expires _____

Notary Public, Kentucky State-At-Large
My Commission Expires: July 10, 2022
ID: 604480

BIG RIVERS ELECTRIC CORPORATION

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VERIFICATION

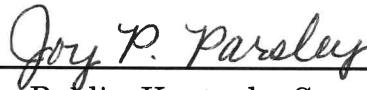
I, Paul G. Smith, verify, state, and affirm that the data request responses filed with this verification for which I am listed as a witness are true and accurate to the best of my knowledge, information, and belief formed after a reasonable inquiry,



Paul G. Smith

COMMONWEALTH OF KENTUCKY)
COUNTY OF HENDERSON)

8th SUBSCRIBED AND SWORN TO before me by Paul G. Smith on this the
____ day of June, 2020.



Notary Public, Kentucky State at Large

My Commission Expires _____

Notary Public, Kentucky State-At-Large
My Commission Expires: July 10, 2022
ID: 604480

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
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CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 41)** *Did Big Rivers represent to MISO that Henderson had approved*
2 *the registration of Henderson's native load and the Station Two units in the*
3 *MISO market? If so, state the date and form of that representation and*
4 *provide any supporting documentation.*

5

6 **Response)** According to an e-mail from Cheryl Bredenbeck of MISO dated
7 September 24, 2010, MISO relied upon an e-mail from Gary Quick dated May 27,
8 2010, as Henderson's confirmation that it was "agreeable to Big Rivers registering
9 the City's assets" in MISO. The Bredenbeck e-mail is provided as Attachment 1 to
10 this response; the Quick e-mail is provided as Attachment 2 to this response.

11

12

13 **Witness)** Mark J. Eacret

14

Gary Quick

From: Mark Bailey [REDACTED]
Sent: Monday, September 27, 2010 3:14 PM
To: Gary Quick
Cc: cbredenbeck@midwestiso.org
Subject: RE: BREC Letter

Hello Gary:

You asked in the following e-mail message of September 24, 2010, how Big Rivers submitted the registration request for the Station Two capacity and related energy. Big Rivers, as Market Participant, has submitted to Midwest ISO registration forms for Station Two Unit 1 (153 MW) and Unit 2 (159 MW). The HMP&L load is registered as a part of Big Rivers' load. This was accomplished on or about September 15, 2010, as required by Midwest ISO to assure integration of Big Rivers into Midwest ISO by December 1, 2010, prior to expiration on December 31, 2010, of Midwest ISO Attachment RR Contingency Reserve service to Big Rivers for all generators operated by it. As I noted in my letter of September 22, 2010, this registration will have no negative impact on Big Rivers' performance of its contractual obligations under its agreements with the City of Henderson regarding Station Two. Please let me know if we may provide you further information.

Mark

From: Gary Quick [REDACTED]
Sent: Friday, September 24, 2010 11:46 AM
To: Mark Bailey
Cc: 'Cheryl A. Bredenbeck'; Wayne Thompson
Subject: FW: BREC Letter

Good Morning Mark:

I plan to respond to your September 22 letter concerning MISO, but after I received your letter I had several questions for MISO. Below is an email from Cheryl and she responded to some of my questions. However, please note her comment below concerning my questions about the registration of Station Two capacity and related energy. Cheryl suggested that I contact you; can you let me know how Big Rivers submitted the registration request for the Station Two capacity and related energy? As we discussed with you and your staff, if HMP&L participates in MISO we will register our annual reserved capacity and related energy. We assume Big Rivers has registered its annual allocated capacity and related energy. We have a meeting today with TEA and I'm sure they will need to have this information as they go forward as HMP&L's Market Participant.

In advance, thanks for your help. Gary

From: Cheryl A. Bredenbeck [REDACTED]
Sent: Friday, September 24, 2010 10:22 AM
To: Gary Quick
Cc: Wayne Thompson; 'Sam H. Doaks'; Randall Redding; 'Haynes, Greg'; Snell, Virginia; 'Mark Bailey'
Subject: RE: BREC Letter

Case No. 2019-00269

Attachment 1 for Response to HMPL 1-41

Witness: Mark J. Eacret

9/27/2010

Hi Gary,

I do have a copy of your referenced May 27th e-mail. As you recall at the time of those April to May discussions, Big Rivers was preparing for a September 1 integration (that was later postponed) and the timeline for Market Participants to register assets located in the Balancing Authority was June 15th, two and one-half months before the initial planned Big Rivers integration. The postponed integration date is now December 1 with the corresponding deadline for Market Participants (new and existing) to register assets falling the same two and one-half months before, or September 15. If you look at the materials Midwest ISO provided and reviewed in our visit to your offices back on April 27th, Slide 27 of those materials contains the registration process and due dates for Market Participant registration materials to be submitted.

In order for a Big Rivers Balancing Authority to join the Midwest ISO market all generation and load must be registered by Market Participants. Each Market Participant submits asset registration forms and becomes financially responsible for the assets it registers. As you recognize in your message below, under the Midwest ISO process the only way assets can be registered is by a Market Participant. On September 15 Midwest ISO only received the registration from an existing Market Participant – namely Big Rivers. Your May 27th e-mail confirmed that you were agreeable to Big Rivers registering the City's assets. Therefore, we have processed the Big Rivers September 15th Registration accordingly. 2

As we discussed back in April, the City of Henderson, as an asset owner, can certainly register once you've met the requirements of a Market Participant or elect to have a different Market Participant register these assets on your behalf in a future modeling cycle. The timing of the registration needs to be compliant with the attached Midwest ISO model deadlines presentation. These deadlines are also posted on our website. We would be happy to assist you in better understanding that Market Participant and asset registration process if you would like.

With regard to specific questions as to how the capacity and energy was registered you would need to contact Mr. Bailey at Big Rivers. 2

Sincerely,

Cheryl

From: Gary Quick [REDACTED]
Sent: Thursday, September 23, 2010 12:54 PM
To: Cheryl A. Bredenbeck
Cc: Wayne Thompson; 'Sam H. Doaks'; Randall Redding; 'Haynes, Greg'; Snell, Virginia; 'Mark Bailey'
Subject: BREC Letter

Good Morning Cheryl:

On May 27 of this year I sent you an email at 5:10pm concerning Henderson Municipal Power and Light's intentions in the event Big Rivers Electric Cooperation became a member of MISO. Henderson has also held several meetings with you, MISO staff, and Big Rivers concerning the various options available to Henderson related to how Henderson could participate in MISO. Our position concerning participation in MISO has not changed since our last communication.

Attached is a letter I received this morning from Mr. Bailey at Big Rivers concerning the Henderson Station Two generation units. Henderson needs to know how MISO is planning to register the Henderson units. As stated in the attached letter, Big Rivers informed us this morning that it will act as the Market Participant on behalf of the

Case No. 2019-00269

Attachment 1 for Response to HMPL 1-41

Witness: Mark J. Eacret

9/27/2010

City of Henderson, which is not consistent with our position and what we have clearly stated to MISO and Big Rivers.

Before we respond to Big Rivers, we need to know what MISO and Big Rivers have done, if anything, regarding the Henderson Station Two capacity, energy, and Market Participation. As we explained to MISO and Big Rivers, Henderson has always intended to register its annual reserved capacity and the related energy. Furthermore, we also informed MISO and Big Rivers that Henderson was considering two options regarding future Market Participation; first, Henderson would request MISO's approval to become a Market Participant or second, Henderson would retain an existing external Market Participant to represent Henderson.

Please let me know the details of how Big Rivers is requesting to join MISO regarding the registration of Henderson's Station Two units and the Market Participant responsibilities.

In advance, thank you. Gary

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Gary Quick

From: Gary Quick
Sent: Thursday, May 27, 2010 5:10 PM
To: 'Cheryl A. Bredenbeck'
Cc: Wayne Thompson
Subject: RE: Big Rivers to register Henderson Question

Hi Cheryl:

Yes, we talked with Mark Bailey yesterday morning at 8:00 am at the Big Rivers Office Building. We informed Mark and his staff that Henderson was agreeable to Big Rivers registering Henderson's 105 MW (as of June 1) and Big Rivers 207 MW separately rather than merely registering the 312 MW. You will need to visit with Mark, but I did not get the impression the separate registration was a problem for Big Rivers. We also informed Mark and his staff that Henderson was visiting with TEA to represent Henderson in the near future. Does this provide you with the information you need??

Thanks, Gary

From: Cheryl A. Bredenbeck [REDACTED]
Sent: Thursday, May 27, 2010 4:31 PM
To: Gary Quick
Cc: Wayne Thompson
Subject: Big Rivers to register Henderson Question

Gary,

Thank you for meeting us again last week. I am writing to ask if you had a chance to leave a message for Mark Bailey of Big Rivers informing them that you are fine with Big Rivers registering Henderson assets for this first modeling registration cycle?

Have a great memorial weekend!

Regards,

Cheryl

Cheryl Bredenbeck
Director, Transmission Services
Midwest ISO

5/27/2010

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
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FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 42)** *Does Big Rivers deny that Henderson specifically advised Big*
2 *Rivers that Big Rivers did not have authority from Henderson to register*
3 *Henderson's native load or the Station Two units in the MISO market?*

4

5 **Response)** Big Rivers can find no record that Henderson specifically advised Big
6 Rivers that it did not have the authority from Henderson to register Henderson's
7 native load or the Station Two units in the MISO market prior to the September 2010
8 deadline for submitting the registration documents. To the contrary, the discussion
9 between Henderson and Big Rivers seems to be around how the Station Two units
10 would be registered, not whether they would be registered. Please see Big Rivers'
11 response to Item 41 of these information requests.

12

13

14 **Witness)** Mark J. Eacret

15

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 43)** *Will Big Rivers acknowledge that Henderson was entitled to*
2 *make an independent determination as to whether to register its native load*
3 *and the Station Two units in the MISO market? If no, please explain.*

4

5 **Response)** In the Direct Testimony of Michael W. Chambliss, beginning on page 6,
6 Mr. Chambliss describes Henderson’s delegation of authority to Big Rivers to keep
7 Henderson in compliance with NERC BAL¹ standards applicable to Henderson. Big
8 Rivers determined that joining MISO was the only viable option to do so. As
9 discussed in Big Rivers’ responses to Item Nos. 41 and 42 of Henderson First Request
10 for Information, the question with Henderson seems to have around how, not
11 whether, to register the Station Two units with MISO.

12

13

14 **Witness)** Mark J. Eacret

15

¹ NERC = North American Electric Reliability Corporation; BAL = Resource and Demand Balancing.

BIG RIVERS ELECTRIC CORPORATION
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**Response to the City of Henderson, Kentucky, and Henderson Utility
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First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 44)** *Will Big Rivers acknowledge that Henderson was entitled to seek*
2 *its own market participant in the event Henderson elected to register its*
3 *native load or the Station Two units in the MISO market?*

4

5 **Response)** Yes, and Henderson could have switched to a different Market
6 Participant at any time. That point was emphasized by Cheryl Bredenbeck of MISO
7 in an e-mail to Gary Quick on May 24, 2010. In that e-mail she notes that Henderson
8 “can certainly...elect to have a different Market Participant register these assets on
9 your behalf in a future modeling cycle.” Ms. Bredenbeck’s e-mail is attached to Big
10 Rivers’ response to Item 41 of Henderson’s First Request for Information.

11

12

13 **Witness)** Mark J. Eacret

14

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 45)** *Will Big Rivers acknowledge that, by registering Henderson's*
2 *native load and the Station Two units with MISO, Big Rivers prevented*
3 *Henderson from registering its load and the units with MISO? If no, please*
4 *explain.*

5

6 **Response)** No. Henderson could have become a MISO Market Participant (“MP”)
7 at any time and Henderson load and generation could have been moved from under
8 Big Rivers as the MP to Henderson at any time, subject to the MISO Tariff and
9 Business Practices Manual deadlines. In an e-mail from Cheryl Bredenbeck of MISO
10 to Gary Quick of HMP&L dated September 24, 2010 (e-mail provided as Attachment
11 1 to Big Rivers’ response to Item 41 of these information requests), Henderson was
12 informed that Henderson could “certainly register once you’ve met the requirements
13 of a Market Participant or elect to have a different Market Participant register these
14 assets on your behalf.” So far as I am aware, Henderson never made a request to Big
15 Rivers or to MISO to do so.

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
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**Response to the City of Henderson, Kentucky, and Henderson Utility
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June 8, 2020

1 In fact, Henderson load and generation were moved from Big Rivers as the
2 MISO Asset Owner (“AO”) to Henderson as the MISO AO in June of 2018 and Big
3 Rivers worked with MISO and Henderson to transfer the load to Henderson on March
4 1, 2019. There is no reason that could not have been done earlier.

5

6

7 **Witness)** Mark J. Eacret

8

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
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First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 46)** *Please describe the character and amount of any financial or*
2 *other type of benefit Big Rivers received as a result of its having joined the*
3 *MISO market.*

4

5 **Response)** Please see Big Rivers' application and annual reports filed in Case No.
6 2010-00043.^{1,2}

7

8

9 **Witness)** Robert W. Berry

10

¹ See: *In the Matter of: Application of Big Rivers Electric Corporation for Approval to Transfer Functional Control of its Transmission System to Midwest Independent Transmission System Operator, Inc.* – Case No. 2010-00043.

² Midwest Independent Transmission System Operator, Inc. later changed its name to Midcontinent Independent System Operator, Inc.

BIG RIVERS ELECTRIC CORPORATION
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**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 47)** *Please state whether Big Rivers shared with Henderson any*
2 *financial or other type of benefit Big Rivers received as a result of its having*
3 *registered the Station Two units with MISO.*

4

5 **Response)** Because Big Rivers served as the Market Participant and Asset Owner
6 for Station Two and Henderson load, all MISO benefits flowed through Big Rivers to
7 Henderson. Big Rivers passed through benefits to which Henderson was entitled, or
8 costs for which Henderson was responsible, as if Henderson were a MISO Market
9 Participant.

10 The most obvious benefit is the satisfaction of the North American Electric
11 Reliability Corporation's contingency reserve requirements, which was the entire
12 reason for joining MISO in the first place.¹ As noted and discussed extensively in the
13 Direct Testimony of Michael W. Chambliss, joining MISO was the only option
14 available for both Big Rivers and Henderson in this regard. Unfortunately, even

¹ See: *In the Matter of: Application of Big Rivers Electric Corporation for Approval to Transfer Functional Control of its Transmission System to Midwest Independent Transmission System Operator, Inc.* – Case No. 2010-00043.

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1 though this has been a benefit for Henderson, they have refused to pay the associated
2 MISO fees for 2010-2016.

3 Henderson also received access to MISO day-ahead and real-time energy
4 markets. In 2017, Henderson received a \$6.25 million settlement from Big Rivers
5 including for margins on Excess Henderson Energy that belonged to Henderson.
6 These margins were directly attributable to the MISO market.

7 Additionally, when Station Two units were unavailable, Henderson had easy
8 access to replacement energy. When Henderson began allowing the Station Two
9 units to be run economically, Henderson had access to market energy at a cost lower
10 than Station Two's production costs. Henderson has access to the MISO Planning
11 Resource Auctions (PRA). For years, Henderson has been reserving insufficient
12 capacity to meet MISO resource adequacy requirements. The MISO PRA has kept
13 the cost of that capacity deficiency low. Again, unfortunately, Henderson refuses to
14 pay for the shortfall.

15

16 **Witness)** Robert W. Berry

BIG RIVERS ELECTRIC CORPORATION
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**Response to the City of Henderson, Kentucky, and Henderson Utility
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dated May 22, 2020**

June 8, 2020

1 **Item 48)** *How did the inclusion of the Station Two units in Big Rivers'*
2 *MISO registration affect the amount of the fees MISO charged to Big Rivers?*
3 *Include in your response the difference between the amount that would have*
4 *been charged with the Station Two units included in the registration and the*
5 *amount that would have been charged with the units excluded.*

6

7 **Response)** The six different types of MISO fees for which Big Rivers is seeking
8 recovery are load-related. That is, the fees are based upon MISO load, not generation,
9 and would have been incurred regardless of whether the Station Two units had been
10 registered with MISO or not.

11 Station Two generation was delivered to Henderson load under MISO carved–
12 out grandfathered transmission agreement (“GFA”) number 510. Under MISO
13 carved-out GFAs, there are no MISO transmission charges and not all fees apply.

14

15

16 **Witness)** Mark J. Eacret

BIG RIVERS ELECTRIC CORPORATION
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**Response to the City of Henderson, Kentucky, and Henderson Utility
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June 8, 2020

1 **Item 49)** *Will Big Rivers acknowledge that Henderson could have*
2 *remained in compliance with the NERC Contingency Reserve requirements*
3 *in a way that did not involve joining MISO? If no, please explain.*

4

5 **Response)** Big Rivers is not aware of any other economically feasible alternatives
6 for Henderson to independently meet NERC Contingency Reserve requirements that
7 did not involve joining MISO. Additionally, Big Rivers does acknowledge that it is
8 physically impossible for Henderson to independently meet the NERC Contingency
9 Reserve requirements using only their generators.

10

11

12 **Witness)** Michael W. Chambliss

13

BIG RIVERS ELECTRIC CORPORATION
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**Response to the City of Henderson, Kentucky, and Henderson Utility
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June 8, 2020

1 **Item 50)** *Will Big Rivers acknowledge that the attached FY 2018 Station*
2 *Two Annual Settlement Summary reflects an allocation to Henderson of*
3 *\$275,193.49 in MISO fees for FY 2018?*

4

5 **Response)** Yes.

6

7

8 **Witness)** Paul G. Smith

9

BIG RIVERS ELECTRIC CORPORATION
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BIG RIVERS ELECTRIC CORPORATION
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**Response to the City of Henderson, Kentucky, and Henderson Utility
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June 8, 2020

1 **Item 51)** *Will Big Rivers acknowledge that the attached Station Two*
2 *Settlement For the Period June 1, 2018 through January 31, 2019, reflects an*
3 *allocation to Henderson of \$203,836.43 in MISO fees for FY 2019?*

4

5 **Response)** No. The attached Station Two Settlement for the Period June 1, 2018,
6 through January 31, 2019, reflects an allocation to Henderson of \$203,636.43 in
7 MISO Fees for FY 2019.

8

9

10 **Witness)** Paul G. Smith

11

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
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dated May 22, 2020**

June 8, 2020

1 **Item 52)** *Refer to the Direct Testimony of Mark .I. Eacret, Exhibit Eacret-*

2 **4.**

3 *a. Will Big Rivers acknowledge that the Schedule 23 MISO fees in the*
4 *total sum of \$753,538.92 are for network and/or point-to-point*
5 *transmission service which Henderson did not receive?*

6 *b. Will Big Rivers acknowledge that Henderson owned the point-to-*
7 *point transmission from Station Two to Henderson's loud meters?*

8 *c. Will Big Rivers acknowledge that Henderson is not a customer of Big*
9 *Rivers?*

10 *d. Will Big Rivers acknowledge that the Schedule 17 MISO fees in the*
11 *sum of \$272,801.97 are recoverable only from MISO market*
12 *participants?*

13 *e. Will Big Rivers acknowledge that Henderson was not a market*
14 *participant between December 2010 and May 2016?*

15 *f. Will Big Rivers acknowledge that the fees for RT Spinning Reserves,*
16 *RT Regulation Reserves, and RT Supplemental Reserves reflect*

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1 *MISO market prices for operating reserves between December 2010*
2 *and May 2016?*

3 *g. Will Big Rivers acknowledge that Henderson met its reserve*
4 *requirements independently and without purchasing reserves from*
5 *the MISO market between December 2010 and May 2016?*

6 *h. Will Big Rivers acknowledge that Henderson had first call on*
7 *capacity and energy from Station Two between December 2010 and*
8 *May 2016?*

9

10 **Response)**

11 a. No. MISO point-to-point transmission is invoiced under Schedules 7 and 8
12 and network transmission is invoiced under Schedule 9. However, as is
13 discussed in Big Rivers' response to Item 48 of Henderson's First Request
14 for Information, Henderson received transmission service under
15 grandfathered agreement ("GFA") 510, not a point-to-point or network
16 schedule.

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- 1 Schedule 23 provides a mechanism for the direct cost recovery of
2 transmission provider charges applicable to services provided to customers
3 under Carved-Out GFAs.
- 4 b. Henderson owns physical facilities that connected Station Two to
5 Henderson's load meters, but Henderson was not a MISO transmission
6 owner.
- 7 c. Henderson is not currently a customer of Big Rivers. Over the years,
8 however, Big Rivers has occasionally provided energy and transmission
9 service to Henderson.
- 10 d. Schedule 17 administration services are provided to market participants
11 that use the transmission system or the energy and operating reserve
12 markets. Big Rivers acted on behalf of Henderson in these markets.
- 13 e. Henderson was not a MISO market participant until sometime after
14 January of 2019. From December of 2010 through January of 2019, Big
15 Rivers served as market participant for Henderson generation and load on
16 their behalf.

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- 1 f. Yes.
- 2 g. No. See the discussion of this topic in the Direct Testimony of Michael W.
- 3 Chambliss in this case.
- 4 h. Per Section 3.1 of the Power Sales Contract, Henderson had the annual
- 5 right to reserve capacity sufficient to meet the “needs of City and its
- 6 inhabitants,” subject to certain limitations. On an energy basis, Henderson
- 7 had the right to hourly energy up to its capacity reservation from Station
- 8 Two. Any surplus of capacity or energy was allotted to Big Rivers.

9
10
11
12

11 **Witness)** Mark. J. Eacret

BIG RIVERS ELECTRIC CORPORATION
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June 8, 2020

1 **Item 53)** *Will Big Rivers acknowledge that the Green Landfill is a facility*
2 *owned and operated by Big Rivers and located on Big Rivers property?*

3

4 **Response)** Yes, the Green Landfill is owned and operated by Big Rivers and is
5 located on Big Rivers property. In addition, the Green Landfill contains Station Two
6 ash pond dredgings and scrubber waste that is 100% owned by the City of Henderson.

7

8

9 **Witness)** Michael T. Pullen

10

BIG RIVERS ELECTRIC CORPORATION
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BIG RIVERS ELECTRIC CORPORATION
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June 8, 2020

1 **Item 54)** *Refer to the Direct Testimony of Robert W. Berry, page 46, lines*
2 *15-22, through page 47, lines 1-7. Please describe the ongoing capital costs*
3 *Big Rivers expects to incur with respect to the Green Landfill and explain the*
4 *basis of your position that ongoing capital costs are attributable to Station*
5 *Two waste.*

6

7 **Response)** Please see my Direct Testimony, page 18, lines 20-21 and page 19, lines
8 1-9.

9

10

11 **Witness)** Michael T. Pullen

12

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
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June 8, 2020

1 **Item 55)** *Will Big Rivers acknowledge that the Green Landfill had*
2 *sufficient space without construction of a high wall to accommodate all*
3 *Station Two waste disposed of prior to the date the plant ceased to operate?*
4 *If no, please provide the date on which the Green Landfill ceased to have*
5 *sufficient space to accommodate Station Two waste.*

6

7 **Response)** No. The Green Landfill did not have sufficient space to accommodate
8 all of the Station Two waste prior to the date the plant ceased to operate. In May
9 2015, Big Rivers initiated the vertical expansion of the landfill. At that time, Big
10 Rivers estimated the landfill would be completely full and unable to accept additional
11 waste from Station Two and Green by the end of 2017. Big Rivers initiated the
12 vertical expansion of the Green Landfill for the sole purpose to prevent the landfill
13 from filling to capacity and thus creating the situation where no onsite disposal of the
14 waste would be possible.

15

16 **Witness)** Michael T. Pullen

BIG RIVERS ELECTRIC CORPORATION
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BIG RIVERS ELECTRIC CORPORATION
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June 8, 2020

1 **Item 56)** *Please describe the high-wall project associated with the Green*
2 *Landfill and explain the reason for and timing of Big Rivers' decision to*
3 *undertake the project.*

4

5 **Response)** In 2015, Big Rivers determined that the Green Landfill had capacity to
6 store approximately 2½ years of waste from the Green and Station Two units. In
7 order to increase this capacity, a multi-phase vertical expansion of the landfill was
8 initiated to increase the storage capacity by approximately 15 years. Big Rivers will
9 complete the first of three phases of the vertical expansion in 2021. The vertical wall
10 expansion was approved by the Kentucky Division of Waste Management (“KDWM”).
11 KDWM Permit SW 11700007 is attached to this response. Big Rivers investigated
12 alternatives for ash disposal including barging and trucking the ash to offsite
13 landfills. The vertical expansion of the Green Landfill is the most economical
14 solution.

15

16 **Witness)** Michael T. Pullen

Steven L. Beshear
Governor



Leonard K. Peters
Secretary

ENERGY AND ENVIRONMENT CABINET

Division of Waste Management
200 Fair Oaks, 2nd Floor
FRANKFORT, KY 40601
TELEPHONE: 502-564-6716
FACSIMILE: 502-564-3492
waste.ky.gov

December 17, 2014

Mr. Thomas L. Shaw, Director Environmental Services
Big Rivers Electric Corporation
P.O. Box 24
Henderson, Kentucky 42420

Certified Mail No. 7012 2920 0001 0743 0246

RE: Approval of Vertical Expansion (VEX)
Green Station Landfill
Agency Interest No. 4196
Application I.D. No. APE20130001
Webster County

Dear Mr. Shaw:

The Kentucky Division of Waste Management (DWM), Solid Waste Branch has reviewed the above-referenced application received on April 1, 2013, with additional information received on June 24, 2013, July 17, 2013, March 5, 2014, March 20, 2014, May 5, 2014, June 25, 2014 and August 25, 2014. DWM hereby approves the application. Please find enclosed a revised permit and a disc containing an electronic copy of the approved application. If you would like paper working copies returned to you, please contact Lawrie Green at (502) 564-6716, extension 4663 within 14 days.

Be advised that if you consider yourself aggrieved by the issuance of this permit, you have the right to file a petition demanding a hearing with the cabinet pursuant to KRS 224.10-420(2). This right shall be limited to a period of thirty (30) days from the receipt of this permit. If you need clarification or additional information, please contact me at (502) 564-6716, extension 4664.

Sincerely, _____

A handwritten signature in cursive script that reads "Danny Anderson".

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

Enclosures
DA/LTB/jba



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

PERMIT

Facility: **Green Station Landfill**
9000 KY 2096
Robards, KY 42452

Permittee: **Big Rivers Electric Corporation**
201 3rd St
P O Box 24
Henderson, KY 42419

Agency Interest: **Big Rivers Electric Corp –**
Reid HMP&L Station 2 / Green Station Landfill
9000 KY 2096
Robards, KY 42452

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 #: 4196

Solid Waste Permit #: SW11700007

County: Webster

Permitted Activities:

Subject Item	Activity	Type	Status
ACTV001	Landfarm Class II-SW/11700016	Activity Terminated	Terminated
ACTV004	Special Waste Landfill-Coal/11700007	Construction/Operation	Active

PERMIT

Acreage Summary:**Waste Disposal Area (in Acres):**

Activity	Disposal Area
Special Waste Landfill-Coal	110.00
Total Disposal Area	110.00
Total Permitted Area	200.00

Cost Estimate Summary:

Coverage Type	Cost Estimate	Effective	Comments
Closure	\$923,927.19	12/17/2014	Approved under APE20130001
Post-Closure	\$300,783.79	12/17/2014	Approved under APE20130001

Financial Assurance Summary:

The owner or operator shall maintain the following financial assurance approved by the Division in compliance with KRS Chapter 224.40-650, KRS Chapter 224.50-862, 401 KAR 45:080, and 401 KAR 48:310:

Instrument Type	Instrument Number	Amount	Date Received	Comments
Letter of Credit	062-H-5102-001	\$1,410,083.00	5/19/2014	

First Operational Permit Effective Date: 09/13/1979 -- Inert Landfill

Permit Effective Date: 09/13/1987

Permit Expiration Date: Life of Facility

Permit issued: 12/17/2014



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

PERMIT

Permit Conditions:**Subject Items****ACTV0001 - Landfarm Class II-SW**

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

1. 11-29-1994 - Registered Permit-By-Rule - Special Waste Class II Landfarm Registration - LD1NW1 - ARP19930001
2. 06-09-1995 - Minor Modification - ARP19940001
3. 02-19-1997 - Termination Letter

ACTV0004 - Special Waste Landfill-Coal**Standard Requirements:**

1. General: The owner or operator of a special waste facility shall comply with KRS Chapter 224 and 401 KAR Chapters 30, 40 and 45 for the construction and operation of special waste facilities. [KRS 224.50-760]
2. General: For construction and operation of the special waste landfill, the owner or operator shall comply with KRS Chapter 224.50-760, 401 KAR 45:030, 45:110 and the approved permit application(s). [401 KAR 45:110]
3. General: The owner or operator may only accept waste at the special waste landfill from the sources which are approved per 401 KAR 45:020, Section 2(1)(a), 45:030, Section 8(1)(a), and 45:110. [401 KAR 45:110]
4. Permit Renewal: The owner or operator of a special waste facility requiring a formal permit shall submit an application to renew a construction or construction/operation permit to the cabinet at least 180 days before the expiration date of the permit. Persons applying for the renewal of a permit shall use form DEP 7095 entitled "Application for Renewal of a Formal Permit" (March 1992). [401 KAR 45:030 Section 13(1)]

Variances, Alternate Specifications and Special Conditions:

1. Wastestreams: The owner or operator shall dispose only of the special waste streams described in the approved applications. No off-site waste streams shall be disposed at this waste site. Any new waste or source of waste shall be approved by the cabinet prior to accepting the waste. [401 KAR 45:040 Section 1(3)(o), 401 KAR 45:110 Section 3(7)]
2. Financial Assurance: The maximum extent of operation includes the area of the landfill identified by an operating permit and for which the final cover Construction Progress Report has not yet been approved by the cabinet. The current maximum extent of operation for this activity is 40 acres. [401 KAR 45:080]

PERMIT

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: Webster

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

1. 10-01-1979 - New Permit Application Approval - SHF19790001
2. 09-13-1979 - Construction Permit Renewal - SHF19790001
3. 10-07-1980 - Construction Permit Renewal - SHF19800001
4. 09-10-1981 - Operation Permit - SHF19810001
5. 09-13-1982 - Operation Permit Renewal - Inert Landfill - SHF19820001
6. 02-04-1988 - Operation Permit Renewal - SHF19880001
7. 09-19-1990 - MOMN1
8. 06-14-1992 - PR1
9. 01-30-1996 - MOGW
10. 02-28-1996 - Minor Modification - Conversion to Special Waste Landfill - LE2PR1 & L11MOMN1 - SHF19960001
11. 03-22-1999 - Transfer Ownership from Big Rivers Electric Corporation to Western Kentucky Energy Corp - LS1PT1 - SHF19990001
12. 06-13-2000 - HEX - LS1MOHX1 - SHF20000001
13. 05-25-2005 - Add Kenneth Coleman Plant Fly Ash and Bottom Ash to Waste Stream - APE20010001
14. 07-25-2005 - Groundwater Assessment Plan - AIN20040003
15. 10-05-2010 - Transfer Ownership from Western Kentucky Energy Corp to Big Rivers Electric Corporation - APE20090007
16. 06-08-2011 - Vertical Expansion - APE20100001
17. 12-17-2014 - Vertical Expansion - APE20130001

Financial Assurance**ACTV0002 - Financial Assurance**

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

1. 09-12-1979 - SB#34S45199, \$103,000.00
2. 09-20-1982 - SB#B423619, \$103,000.00; SB#34S45199 released
3. 01-21-1988 - CD#107101, \$579,500.00
4. 07-15-1994 - SB#CSB0162685, \$682,500.00; CD#107101, SB#B423619
5. 07-01-1998 - LOC#SLCDC3896/912679, \$682,500.00
6. 11-12-1998 - LOC#SLCDC3896/912768, \$682,500.00; LOC#SLCDC3896/912679 released
7. 01-15-1999 - LOC#SLCDC3896/912852, \$682,500.00; LOC#SLCDC3896/912768 released
8. 09-18-2003 - LOC#003325000, \$714,358.00; SB#CSB0162685 released
9. 02-11-2004 - LOC#003325000 increased to \$738,105.00
10. 08-19-2004 - LOC#003325000 increased to \$749,915.00
11. 06-27-2005 - LOC#003325000 increased to \$765,663.00
12. 05-10-2006 - LOC#003325000 increased to \$782,508.00
13. 07-19-2007 - LOC#003325000 increased to \$805,200.00

PERMIT

14. 07-15-2009 - LOC#062-H-5102-001, \$849,248.00
15. 06-03-2011 - LOC#062-H-5102-001 increased to \$870,750.00
16. 05-19-2014 - LOC#062-H-5102-001 increased to \$1,410,083.00

Monitoring Conditions**GSTR0001 - Groundwater Monitoring - SWB: Groundwater Monitoring Group - Special Waste Landfill**

Group Members: STRC0019 - Well MW-01; STRC0020 - Well MW-02; STRC0022 - Well MW-04; STRC0023 - Well MW-05; STRC0024 - Well MW-06; STRC0033 - Well MW-03A

Standard Requirements:

1. The owner or operator shall satisfy the requirements of 401 KAR 45:160 for all wastes and waste constituents contained in the site or facility. [401 KAR 45:160 Section 1]
2. The permittee shall monitor for other parameters as required by the cabinet. [401 KAR 45:160 Section 8(2)(c)]
3. The owner or operator shall monitor groundwater on the approved schedule at each approved groundwater monitoring location in accordance with 401 KAR 45:160, the permit, and the approved plans. A table summarizing the parameters to be monitored, their respective limits and monitoring frequency is included herein. [401 KAR 45:160, 401 KAR 45:140 Section 1(1)]
4. The owner or operator shall conduct statistical analysis of the groundwater data in accordance with 401 KAR 45:160 Section 6 and the approved applications. The statistical test chosen shall be conducted separately for each parameter in each well for each monitoring event. The results shall be maintained as part of the facility record throughout the operating and post-closure life of the facility. [401 KAR 45:160 Section 6, 401 KAR 45:140 Section 1(1)]
5. The groundwater analytical data and statistical analysis shall be submitted on forms provided by the cabinet, within sixty (60) days after sampling or 15 days of the completion of statistical analysis, whichever is sooner. [401 KAR 45:160 Section 4]
6. Groundwater monitoring wells shall be constructed and maintained in accordance with 401 KAR 45:160 Section 3, the permit, and the approved plans. [401 KAR 45:160 Section 3, 401 KAR 45:140 Section 1(1)]
7. No monitoring well construction, maintenance, or abandonment may be conducted without prior approval by the Division of Waste Management. [401 KAR 45:140 Section 1(1)]
8. Only a Kentucky Certified Monitoring Well Driller may construct or abandon monitoring wells. [401 KAR 6:320]
9. If the analysis of groundwater sample results indicates contamination (i.e., a statistical or MCL exceedance) as specified in 401 KAR 45:160 Section 5, the owner or operator shall notify the cabinet within (forty-eight) 48 hours of receiving the results and shall arrange to split samples no later than ten (10) days from the receipt of the results. [401 KAR 45:160 Section 5]

PERMIT

10. The owner or operator shall be required to prepare and submit a groundwater contamination assessment plan if laboratory analyses of one (1) or more public or private water supplies or monitoring wells at the site shows the presence of one (1) or more parameters above the maximum contaminant level (MCL) as specified in 401 KAR 30:031 or a statistically significant increase over background levels for parameters that have no MCL. [401 KAR 45:160 Section 5]

11. The owner or operator shall provide alternate water supplies to all affected parties within twenty-four (24) hours of notification of the cabinet that sample results indicate contamination of a drinking water supply if it has been determined that the special waste site or facility is the probable source of the contamination. [401 KAR 45:160 Section 3]

12. If required by the cabinet, groundwater contamination assessment and corrective action shall be performed in full compliance with all provisions of 401 KAR 45:160 Section 5. [401 KAR 45:160 Section 5]

13. The owner or operator shall provide the division a minimum of five (5) working days advance notice for all groundwater monitoring well construction and abandonment activities. [401 KAR 40:020 Section 2(4)]

Variances, Alternate Specifications and Special Conditions:

1. The permittee shall submit a potentiometric map in each semiannual report showing: 1) the locations of all monitored wells; 2) waste disposal areas; 3) groundwater elevation in each well in feet above mean sea level referenced to a USGS datum; and 4) potentiometric contours in feet above mean sea level referenced to a USGS datum. [401 KAR 45:140 Section 2]

PERMIT

Groundwater Monitoring Limits:

Subject Item	CAS Number	Parameter	Frequency	Lower Limit	Upper Limit	Units	Statistical Limit	Report Only
GSTR0001	07440-42-8	Boron	once every six months			mg/L	Yes	
GSTR0001	07440-70-2	Calcium	once every six months			mg/L	Yes	
GSTR0001		Carbon, Total Organic	once every six months			mg/L	Yes	
GSTR0001		Chemical Oxygen Demand (COD)	once every six months			mg/L	Yes	
GSTR0001	16887-00-6	Chloride	once every six months			mg/L	Yes	
GSTR0001		Copper, Dissolved (as Cu)	once every six months		1.3	mg/L		
GSTR0001		Groundwater Elevation	once every six months			feet above mean sea level based on a USGS datum		Yes
GSTR0001		Solids, Total Dissolved	once every six months			mg/L	Yes	
GSTR0001		Specific Conductance	once every six months			umho/cm	Yes	
GSTR0001	14808-79-8	Sulfate	once every six months			mg/L	Yes	
GSTR0001		Temperature, Water Fahrenheit	once every six months			degrees Fahrenheit		Yes
GSTR0001		pH	once every six months			standard units	Yes	

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June 8, 2020

1 **Item 57)** *Please provide the date on which Big Rivers began construction*
2 *of the high wall at the Green Landfill.*

3 *a. Please provide an itemization of the high-wall expenses allocated to*
4 *Henderson in each year since Big Rivers undertook the high-wall*
5 *project.*

6 *b. Please provide the methodology Big Rivers used to calculate*
7 *Henderson's share of high-wall expenses and the capacity split on*
8 *which the calculation was based.*

9

10 **Response)** The purchase order with the contractor was issued on August 6, 2015.

11 a. Please see the attachment to this response.

12 b. Henderson's share of the Green Landfill costs, including the vertical
13 expansion of the landfill, is based on the monthly split-memo calculations
14 in accordance with the 1993 Amendments to the Joint Facilities Agreement,
15 Section 3.4, for the scrubber waste produced at Station Two. Prior to the
16 retirement of Station Two, the landfill true-up cost attributable to HMP&L

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1 was based on the capacity split between the Station Two units and the
2 Green units and the annual reservation by Henderson. Since the
3 retirement of Station Two, the landfill true-up cost attributable to HMP&L
4 is based on the expected waste generated from Station Two (34%) based on
5 the original estimates utilized to enter into the landfill contract for the
6 vertical expansion.

7

8

9 **Witness)** Michael T. Pullen

10

**Big Rivers Electric Corporation
 Case No. 2019-00269
 Green Landfill Expansion Contract**

HMP&L Portion Only

\$000's	Sep-15 to Aug-16	Sep-16 to Aug-17	Sep-17 to Aug-18	Sep-18 to Aug-19	Sep-19 to Apr -20
Landfill True-up Cost	\$ 140	\$ 184	\$ 312	\$ 65	\$ 161
Disposal P-O-T and Grit	803	1,097	379	260	-
CQA Subcontract	17	182	20	16	-
Total	\$ 959	\$ 1,463	\$ 710	\$ 341	\$ 161

BIG RIVERS ELECTRIC CORPORATION
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1 **Item 58)** *Please provide a copy of any and all contracts between Big Rivers*
2 *and CHARAH and between Big Rivers and any other entity concerning*
3 *disposal of the Reid-Station Two Ash Pond dredgings over the life of the*
4 *Green Landfill.*

5

6 **Response)** Please see the following attached documents:

7 1. Solid Waste Landfill Service Contract, Big Rivers Contract A45A dated
8 May 12, 1995;

9 2. Solid Waste Landfill Service Contract, Utility Commission for the City
10 of Henderson Contract A45B dated May 9, 1995;

11 3. **CONFIDENTIAL** Big Rivers Purchase Order 233397, dated August
12 2015; and

13 4. Big Rivers Purchase Order 151744, dated October 2009.

14

15 **Witness)** Michael T. Pullen

SOLID WASTE LANDFILL SERVICE CONTRACT

CONTRACT NO. A45A

CONTRACT made May 12, 1995, between **BIG RIVERS**
ELECTRIC CORPORATION, HENDERSON, KENTUCKY, herein referred to as OWNER, and
CHARAH ENVIRONMENTAL SERVICE, with
principal offices at Madisonville, Kentucky 42431,
herein referred to as CONTRACTOR.

RECITALS

WHEREAS, bids were opened by Big Rivers Electric Corporation on
April 4, 1995 at 1:00 p.m. CST, for the award of the SOLID WASTE LANDFILL
SERVICE CONTRACT NO. A45A.

WHEREAS, owner has examined all bids submitted and awarded the
contract to the Contractor on the basis that his bid contains the lowest
evaluated bid price.

WHEREAS, it is necessary that this contract be executed setting
out the mutual rights and duties of the parties in the performance of the
contract.

WHEREAS, Big Rivers Electric Corporation owns and operates the
R. D. Green Power Plant near Sebree, Kentucky (hereinafter referred to as
"Owner's Plant"), produces at Owner's Plant solid waste materials (1) a
mixture of the waste from the flue gas desulfurization system and the fly
ash from the boiler, (2) the bottom ash from the boiler, and (3) other
customary power plant materials acceptable for placement in Owner's
landfill, (these materials hereinafter referred to collectively as the
"solid waste"), and desires to have said solid waste loaded by

shall have the overall control and responsibility of the performance of this contract by the Contractor in behalf of the Owner.

3. CONTRACT TERM. The solid waste landfill service work under this contract shall be performed from July 1, 1995.

4. CONTRACT PRICE. Big Rivers Electric Corporation shall pay Contractor for performance of the work in accordance with this paragraph and the balance of contract documents, subject to adjustment by modifications as provided in Part III, Terms and Conditions and Section B., Billings and Payment, of the solid waste landfill specification. Owner shall compensate Contractor \$1.74 per ton of solid waste (pozatec) loaded into trucks by Contractor from Owner's secondary dewatering (SDW) laydown area, and if applicable \$1.50 per ton for Green bottom ash loaded by Owner from east side of Owner's bottom ash pond, with all solid waste materials (pozatec and/or Green bottom ash) being hauled by Contractor to Owner's landfill, placed and covered in the landfill with said services and related work to be in compliance with applicable governmental laws, regulations, and accompanying specification and drawings to complete work for the term of this contract regarding loading, hauling, and placing of solid waste through June 30, 1998; and completing cover, seeding, and drainage requirements beyond hauling termination date as required to be in compliance with specifications and drawings and government regulations.

5. CONTRACT DOCUMENTS. The contract documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

(a) Solid Waste Landfill Service Contract No. A45A;

- (b) Invitation to Bid;
- (c) Instructions to Bidders;
- (d) General Conditions;
- (e) Proposal Submission Form;
- (f) EEO Form;
- (g) Certificate of Contractor Form;
- (h) Certifications Regarding Lobbying and Debarment;
- (i) Solid Waste Landfill Specification;
- (j) Performance Bond;
- (k) Drawings;
- (l) Any modifications, including change orders duly delivered after execution of this contract.

6. APPROVALS.

The effective date of this Agreement shall be postponed until it is approved, in writing, by the Rural Utilities Service of the United States Department of Agriculture ("RUS"), or until RUS disclaims, in writing, any requirement for approval of this Agreement by RUS.

7. MISCELLANEOUS.

(a) Terms used in this contract shall have the same meanings as defined in the general conditions.

(b) The relation of the Contractor to the Owner shall be that of independent contractor.

(c) Contractor shall not, without prior written consent of Owner, assign or sublet in whole or part his interest under any of the contract documents and, additionally, Contractor shall not assign any monies due or to become due without the prior written consent of Owner.

(d) Owner and Contractor each binds itself, its partners, heirs, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

(e) The contract documents constitute the entire agreement between Owner and Contractor. The contract documents shall not be altered or amended, except in writing signed by both parties.

(f) The invalidity of any term or provision in the contract shall not affect the validity of any remaining term or provision in the contract.

WITNESS the signatures of the duly authorized officers of the parties hereto this the day and date first above written.

OWNER:

BIG RIVERS ELECTRIC CORP.
HENDERSON, KENTUCKY

BY:

Morton Henshaw

ATTEST:

William B. Briscoe

CONTRACTOR:

Charah Environmental Services, Inc.
P.O. Box 813
Madisonville, KY 42431

Charles P. P. P.

ATTEST:

Just P. P.
3-17-96 Comm. exp.

BIG RIVERS

ELECTRIC CORPORATION

201 THIRD STREET - P.O. BOX 24
 HENDERSON, KENTUCKY 42420
 TELEPHONE 502/827-2561

TO []
 • Trans-Ash
 617 Shepard Drive
 Cincinnati, OH 45215
 Attn: Joseph Kaldmo

TO []
 • JTM
 1000 Cobb Place Blvd., Bldg. 400
 Kennesaw, GA 30144
 Attn: Bud Root

TO []
 • VFL
 1014 Nordyke Road
 Cincinnati, OH 45255
 Attn: Mark Miller


BREC
Landfill Contract A45A
THIS IS NOT AN ORDER

QUOTATIONS MUST
 BE IN THIS OFFICE

SHIP TO: April 4, 1995 at 1:00 p.m. CST

F.O.B. _____ SHIPMENT CAN BE MADE _____ DATE _____
 Prebid 03-08-95 @ 9:30 a.m. @ Green Station Safety/Training Room, Sebree, KY
 DAYS FROM RECEIPT OF ORDER

TERMS _____ DATE _____
 PLEASE QUOTE ITEMIZED PRICES FOR MATERIALS LISTED BELOW Discounted from receiving date unless otherwise specified.

ITEM	QUANTITY	UNIT	ITEM AND SPECIFICATION	UNIT PRICE	LESS DISC.	NET
			<p>Please quote per the enclosed and return quote in the enclosed envelope by April 4, 1995 at 1:00 p.m. CST</p> <p>A prebid meeting will be held at the Green Station, near Sebree, KY, in the Safety & Training Room at 9:30 a.m. CST on March 8, 1995.</p> <p> TRANSPORTATION CHARGES MUST BE PREPAID</p>			

WE RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS

ESTIMATED SHIPPING WEIGHT _____

DATE March 1, 1995

RFQ 9492
 BREC

BY Don Mace
 Purchasing Department

This inquiry implies no obligation on the part of the buyer. The undersigned offers the prices, terms and delivery herein set forth.

BY _____
 TITLE _____

BIG RIVERS

ELECTRIC CORPORATION

201 THIRD STREET - P.O. BOX 24
 HENDERSON, KENTUCKY 42420
 TELEPHONE 502/827-2361

TO [• Browning-Ferris Industries
 2017 North Fares Ave.
 Evansville, IN 47724
 Attn: Edward Ziemer

TO [• Bluegrass Contracting
 1460 Newtown Pike
 Lexington, KY 40576-1638
 Attn: Charles Denham

TO [• Koester Contracting
 14649 Hwy. 41 North
 Evansville, IN 47711
 Attn: Gregory Head

BREC
Landfill Contract A 45A

THIS IS NOT AN ORDER


QUOTATIONS MUST
 BE IN THIS OFFICE

April 4, 1995 at 1:00 p.m. CST SHIP TO:

Prebid 03-08-95 @ 9:30 a.m. @ Green Station Safety/Training Room, Sebree, K

F.O.B. _____ SHIPMENT CAN BE MADE _____ DAYS FROM RECEIPT OF ORDER

TERMS _____ DATE _____
 PLEASE QUOTE ITEMIZED PRICES FOR MATERIALS LISTED BELOW Discounted from receiving date unless otherwise specified.

ITEM	QUANTITY	UNIT	ITEM AND SPECIFICATION	UNIT PRICE	LESS DISC.	NET
			<p>Please quote per the enclosed and return quote in the enclosed envelope by April 4, 1995 at 1:00 p.m. CST</p> <p>A prebid meeting will be held at the Green Station, near Sebree, KY, in the Safety & Training Room at 9:30 a.m. CST on March 8, 1995.</p> <p> TRANSPORTATION CHARGES MUST BE PREPAID</p>			

WE RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS

ESTIMATED SHIPPING WEIGHT _____

DATE **March 1, 1995**

RFQ 9492
 BREC

This inquiry implies no obligation on the part of the buyer. The undersigned offers the prices, terms and delivery herein set forth.

BY Don Mace
 Purchasing Department

BY _____
 TITLE _____

BIG RIVERS

ELECTRIC CORPORATION

201 THIRD STREET - P.O. BOX 24
 HENDERSON, KENTUCKY 42420
 TELEPHONE 502/827-2561

TO [• Waste Management, Inc.
 P.O. Box 19498
 2673 Outer Loop Road
 Louisville, KY 40259-0498
 Attn: Cecil Iglehart, P.E.

TO [• Charah Environmental Services
 P.O. Box 813
 815 Central City Bldg
 Madisonville, KY 42431
 Attn: Charlie Price

TO [• Bluegrass Containment
 P.O. Box 92
 Hartford, KY 42347
 Attn: David Bradley

THIS IS NOT AN ORDER


QUOTATIONS MUST
 BE IN THIS OFFICE

April 4, 1995 at 1:00 p.m. CST SHIP TO:

Prebid 03-08-95 ! 9:30 a.m. | Green Station Safety/Training Room, Sebree, KY

F.O.B. _____ SHIPMENT CAN BE MADE _____ DAYS FROM RECEIPT OF ORDER

TERMS _____ DATE _____
 PLEASE QUOTE ITEMIZED PRICES FOR MATERIALS LISTED BELOW Discounted from receiving date unless otherwise specified.

ITEM	QUANTITY	UNIT	ITEM AND SPECIFICATION	UNIT PRICE	LESS DISC.	NET
			<p>Please quote per the enclosed and return quote in the enclosed envelope by April 4, 1995 at 1:00 p.m. CST</p> <p>A prebid meeting will be held at the Green Station near Sebree, KY, in the Safety & Training Room at 9:30 a.m. CST on March 8, 1995</p> <p> TRANSPORTATION CHARGES MUST BE PREPAID</p>			

WE RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS

ESTIMATED SHIPPING WEIGHT _____

DATE **March 6, 1995** RFQ **9492**
 BY **Don Mace** BREC
 Purchasing Department

This inquiry implies no obligation on the part of the buyer. The undersigned offers the prices, terms and delivery herein set forth.

BY _____
 TITLE _____

BIG RIVERS

ELECTRIC CORPORATION

201 THIRD STREET - P.O. BOX 24
 HENDERSON, KENTUCKY 42420
 TELEPHONE 502/827-2361

TO [] • Hazex Construction
 1890 Madison St.
 Henderson, KY 42420
 Attn: Brade Hazelwood

TO [] • Walker Excavating
 P.O. Box 729, 41 South
 Sebree, KY 42455
 Attn: Mike Walker

TO [] •

BREC
Landfill Contract A45A

THIS IS NOT AN ORDER

QUOTATIONS MUST
 BE IN THIS OFFICE

SHIP TO: April 4, 1995 at 1:00 p.m. CST

F.O.B.


Prebid 03-08-95 @ 9:30 a.m. @ Green Station Safety/Training Room, Sebree,
 SHIPMENT CAN BE MADE _____ DAYS FROM RECEIPT OF ORDER

TERMS

PLEASE QUOTE ITEMIZED PRICES FOR MATERIALS LISTED BELOW

DATE

Discounted from receiving date unless otherwise specified.

ITEM	QUANTITY	UNIT	ITEM AND SPECIFICATION	UNIT PRICE	LESS DISC.	NET
			<p>Please quote per the enclosed and return quote in the enclosed envelope by April 4, 1995 at 1:00 p.m. CST</p> <p>A prebid meeting will be held at the Green Station, near Sebree, KY, in the Safety & Training Room at 9:30 a.m. CST on March 8, 1995.</p> <p> TRANSPORTATION CHARGES MUST BE PREPAID</p>			

WE RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS

ESTIMATED SHIPPING WEIGHT _____

DATE March 1, 1995

RFQ 9492
 BREC

This inquiry implies no obligation on the part of the buyer. The undersigned offers the prices and delivery herein set forth.

BY Don Mace

Purchasing Department

BY _____

TITLE _____

BIG RIVERS

ELECTRIC CORPORATION

201 THIRD STREET - P.O. BOX 24
 HENDERSON, KENTUCKY 42420
 TELEPHONE 502/827-2561

TO [• Charolais Corporation
 Hwy. 862
 P.O. Box 526
 Madisonville, KY 42431
 Frank A. Brancato

TO [• Monex Resources, Inc.
 661 Dyer Road
 Newnan, GA 30264
 Attn: Terry Peterson

TO [•


THIS IS NOT AN ORDER

QUOTATIONS MUST
 BE IN THIS OFFICE

SHIP TO: April 4, 1995 at 3:00 p.m. CST

F.O.B. _____ SHIPMENT CAN BE MADE _____ DAYS FROM RECEIPT OF ORDER

TERMS _____ DATE _____
 PLEASE QUOTE ITEMIZED PRICES FOR MATERIALS LISTED BELOW Discounted from receiving date unless otherwise specified.

ITEM	QUANTITY	UNIT	ITEM AND SPECIFICATION	UNIT PRICE	LESS DISC.	NET
			<p>Please quote per the enclosed and return quote in the enclosed envelope by April 4, 1995 at 1:00 p.m. CST</p>			
			 TRANSPORTATION CHARGES MUST BE PREPAID			

WE RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS

ESTIMATED SHIPPING WEIGHT _____

DATE March 21, 1995

RFQ 9492
 BREC

This inquiry implies no obligation on the part of the buyer. The undersigned offers the prices, terms and delivery herein set forth.

BY Don Mace
 Purchasing Department

BY _____
 TITLE _____

INSTRUCTION TO BIDDERS

INTRODUCTORY INFORMATION

"OWNER" SHALL MEAN BIG RIVERS ELECTRIC CORPORATION, HENDERSON, KENTUCKY.

A. Terms Defined: Terms used in these instructions to bidders and elsewhere throughout the contract documents are defined in The General Conditions.

B. Qualification of Bidders: It is understood that the final decision as regards adequate qualifications of any bidder will be made by the Owner. Contract award will be made to the lowest and best bidder considering, but not limited to, the following: price, experience, past performance, and adequacy of equipment and personnel as determined by the Owner.

C. Non-discrimination: The Contractor agrees to comply, and cause each subcontractor if any, to comply with all federal and state laws, regulations pertaining to nondiscrimination in connection with the contract, including but not limited to, employment, procurement of materials, and leases of equipment

D. Interpretation of Specifications: If any person who contemplates submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such

documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.

It shall be the responsibility of the bidder to advise the Owner of conflicting requirements or omissions of information which are necessary to a clear understanding of the work before the date set for opening bids. Those questions not resolved by addenda shall be listed in the proposal, together with statements of the basis upon which the proposal is made as affected by each question.

E. Acceptance and Rejection of Bids: The Owner reserves the right to accept the bid which, in his judgment, is the lowest and best bid; to reject any and all bids; and to waive irregularities and informalities in any bid that is submitted. Bids received after the specified time of closing will be returned unopened.

F. Modification or Withdrawal of Bids: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed, and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids.

No bidder may withdraw his bid for a period of ninety days after bids are opened. Owner may at his sole discretion release any bid at any time.

G. Submission of Bid: Bid documents and other information shall be sealed in envelopes marked with inquiry number, title, and the name and address of bidder.

Deliver sealed bid to the address designated in Invitation to Bid.

H. Award: Bids may be held for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to the awarding of the contract and shall not be withdrawn during this period.

I. Indirect Costs

1. Taxes: The prices set forth in the proposal shall include any sums which are or may be payable by the Contractor on account of taxes imposed by any State of Kentucky taxing authority upon the sale, purchase, or use of the materials. The contractor will pay all taxes imposed by any taxing authority.

2. Royalties: The cost of all royalties and license fees on equipment and materials to be furnished and incorporated in the work shall be included in the bid price.

3. Tests and Inspections: Tests, inspections, and related activities called for throughout the bid documents are responsibility of Contractor unless specified otherwise. The bid price shall include all costs arising from such responsibility.

4. Utilities: Unless otherwise specified, the bidder shall include in his bid the cost of all electrical, water, sanitary, gas, telephone, and similar facilities and services required by him in performing the work.

GENERAL CONDITIONS

A. CONTRACT DOCUMENTS. The contract documents shall consist of the Solid Waste Landfill Service Contract No. A45A, Invitation to Bid, Instructions to Bidders, General Conditions, Proposal Submission Form, EEO Form, Certificate of Contractor Form, Certifications Regarding Lobbying and Debarment, Solid Waste Landfill Specifications, Performance Bond, Drawings, and Any modifications, including change orders duly delivered after execution of this contract.

B. DEFINITIONS. The following terms shall have the meanings indicated in the contract documents as follows:

1. "Contract" or "Contract Documents" shall include the items enumerated above under Contract Documents.

2. "Owner" shall mean Big Rivers Electric Corporation, Henderson, Kentucky, or its agents.

3. "Contractor" shall mean the person, firm or corporation with whom Owner has executed the contract.

4. "Work" shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by Contractor under the contract documents, including the furnishing of all labor, materials, equipment and other incidentals.

5. "Contract Price" shall mean the total monies paid to the Contractor computed under the contract documents.

6. "Modifications" shall mean a written amendment of the contract documents, including change orders or clarifications, which shall be signed by the authorized representatives of the Owner and the Contractor.

CHASAT

PROPOSAL SUBMISSION FORM
GREEN STATION
CONTRACT A45A

A. Submittal

1. At least four (4) copies of proposal shall be sent to:

Mr. D. C. Mann
Manager of Purchasing
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420

2. All proposals shall be received by 1:00 p.m. central time, April 4, 1995.
3. Bids are to remain firm for a period of 90 days.

B. Items Needed

1. Contractor (Bidder) to include equipment list with bid package.
2. Contractor (Bidder) shall provide a firm unit price quotation to perform work in accordance with specifications and drawings. Big Rivers reserves the right to reject any and all bids.

a. Option 1 (Pozatec)

Contractor to load, haul, place, and cover combined Pozatec tonnage from Green Station and HMPL Station Two

- 1) July 1, 1995 to June 30, 1996 1.98 /ton
- 2) July 1, 1995 to June 30, 1997 1.84 /ton
- 3) July 1, 1995 to June 30, 1998 1.74 /ton

b. Option 2 (Pozatec)

Same as Option 1 except Owner will be responsible for loading

- 1) July 1, 1995 to June 30, 1996 1.90 /ton
- 2) July 1, 1995 to June 30, 1997 1.80 /ton
- 3) July 1, 1995 to June 30, 1998 1.70 /ton

c. Bottom Ash (Green Station)

In conjunction with Option 1 or Option 2, Owner will load Contractor's truck and Contractor will haul, place, and cover Green bottom ash

- | | |
|----------------------------------|------------------|
| 1) July 1, 1995 to June 30, 1996 | <u>1.50</u> /ton |
| 2) July 1, 1995 to June 30, 1997 | <u>1.50</u> /ton |
| 3) July 1, 1995 to June 30, 1998 | <u>1.50</u> /ton |

C. Notes

1. One set of drawings covers both contracts.
2. Option 1 and Option 2 pricing for Green Contract A45A should be in agreement with pricing with Option 1 and Option 2 for HMPL Station Two Contract A45B.

*If they want it
- no charges.*

*- If we want it moved
- we pay \$150
(pay by first time)*

- Not to weight energy load

*RFT
phone conversation
w/ O. Reeves 5/25/95*

EQUAL OPPORTUNITY ADDENDUM
To Be Inserted in Construction Contracts and
Subcontracts, and Materials Contracts and Purchase Orders

PART I

The Contractor represents that:

It has , does not have , 100 or more employees, and if it has, that

It has , has not , furnished the Equal Employment Opportunity -- Employers Information Report Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

PART II

CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities any of its establishments, and that it does not permit its employees to perform their services at any location, its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dress areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (a) where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART III

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of

color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The term "Contractor" shall also mean "Bidder" or "Seller" in case of materials and equipment contracts and purchase orders, and "Subcontractor" in the case of subcontracts.

The provisions of this addendum are not applicable to any contract or subcontract not exceeding \$10,000.

This addendum supersedes the similar representations and provisions which may be contained in the contract form to which this addendum is attached. The Contractor may disregard the superseded representations and provisions.

Charah Environmental Services, Inc.
CONTRACTOR

By Charles Price

Pres

TITLE

4-4-95

DATE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or Cooperative Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or officer or employee of any agency, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or Cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, Subgrants, and Contracts under grants, loans, and Cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Charah Environmental Services, Inc. / Operation of the Green Station Landfill
Organization Name PR/Award Number or Project Name

Charles Price, Pres
Name and Title of Authorized Representative

Charles Price
Signature

4-4-95
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INDELIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

(Before completing certification, read attached instructions)

1. The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Charah Environmental Services, Inc.
Organization Name

Operation of the Green Station Landfill
PR/Award Number or Project Name

Charles Price, Pres.
Name and Title of Authorized Representative

Charles Price
Signature

4-4-95
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by the is clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contractor represents, warrants, and covenants that it is an experienced and skillful operator in the business of solid waste disposal or warrants that past experience qualifies Contractor to provide services to operate a solid waste landfill in the Commonwealth of Kentucky. Contractor will at all times have skilled personnel, machinery, equipment, tools, facilities, and capital required in the performance of solid waste disposal. Contractor further represents, warrants, and covenants that it has, prior to bid date, inspected the solid waste material, the site where the solid waste is to be loaded at Owner's Plant and the disposal site, familiarized itself with the work to be performed, the conditions at said sites, and the difficulties attending the performance of the work, and that Contractor has the ability to perform the work as required under this specification.

Contractor shall furnish all labor, supervision, equipment, tools, materials, and supplies for the following work:

- a. Provide the trucks for the hauling of the solid waste from Owner's Plant to the disposal site, and under Option 1 the equipment for loading the solid waste into the trucks.
- b. Load the solid waste into the trucks at the Owner's SDW laydown area. (Load option)
- c. Haul the solid waste by truck from SDW laydown area to the solid waste landfill.
- d. Ensure that disposal of the solid waste at the disposal site is in compliance with applicable governmental laws and regulations.
- e. Dump, spread, and compact solid waste in accordance with specification and plans.
- f. Haul, place, and cover bottom ash loaded by Owner.
- g. Place a final cover of two feet of soil on solid waste in accordance with drawing and specifications.
- h. Seed final cover in accordance with specification.
- i. Maintain slopes and correct erosion as required.
- j. Complete design and installation of drainage pipes, manholes, and ditches in accordance with plans and specifications.
- k. Maintain and modify existing south retention pond in accordance with plans and specifications.
- l. Maintain existing roads, laydown area, ponds, and structures from secondary dewatering area south.

- m. Perform surveying and maintain records to be in accordance with plans and specifications.
- n. Provide new roads as required by Contractor in performance of services for landfilling operations to complete landfill to plan and grades as shown on drawings.

A. Laydown area, haul trucks, and loading equipment.

1. The existing SDW loadout/laydown area for solid waste (Pozatec) is very limited. Two radial stacker conveyor belts service the laydown area at a rated capacity of two hundred tons/hour. It is expected that a conveyor will be in operation approximately sixteen hours a day with run time alternating between conveyors. Contractors that are submitting pricing for HMPL Station Two solid waste tonnage option should be aware that Owner will be responsible to perform loading operation for HMPL Two solid waste tonnage. In the case where Contractor is awarded HMPL Station Two solid waste tonnage only, Owner will also be responsible for loading Green Station solid waste tonnage for off-site disposal. A successful HMPL Station Two bidder should be aware that an off site haul contractor (Costain) will utilize highway semi-trailers and will share the laydown area.

During the term of this specification, Contractor shall have no responsibility for quantities of solid waste given or sold by Owner to other parties. Contractor shall be responsible to load solid material from SDW laydown area, haul, and place solid waste in landfill except for case where Owner is responsible to load Contractor's truck.

The mixture of waste from the flue gas desulfurization system and the fly ash may at times be unusually high in moisture content. Contractor shall be required to load, haul, and place material regardless of condition. At such times when material is wet, Contractor may utilize a liner material, such as plastic, in the truck bed to aid in removal of solid waste material with liner material being subject to State and Owner approval. Contractor shall also be allowed to utilize bottom ash to line truck bed to facilitate dumping of solid waste. Contractor shall load bottom ash with Contractor's own equipment for truck lining at no cost to Owner. Contractor shall be required to supply labor and maintain or modify existing facilities as required to install plastic into bed of trucks.

2. Contractor shall supply sufficient trucks to handle daily production of solid waste materials. Trucks shall meet any and all regulations, licenses, permits, etc. for usage in the Commonwealth of Kentucky for the haulage of solid waste on Owner's property.

3. There are two options that shall be bid for solid waste (Pozatec) removal from SDW laydown (stackout) area. For Option 1 and Option 2 Owner recommends sufficient equipment to handle a minimum daily combined production of 3,300 tons per day of solid waste (Pozatec). The unit rate bid for Option 1 and Option 2 shall be in agreement for Contracts A45A and A45B.
 - a) Option 1: Contractor shall supply loading equipment and sufficient trucks to load, haul, and place solid waste from SDW laydown area to Green landfill for combined solid waste tonnage for HMPL Station Two and Green Station.
 - b) Option 2: Owner to load Contractor's truck, Contractor shall be responsible to haul and place solid waste from SDW laydown area to Green landfill for combined solid waste tonnage for HMPL Station Two and Green Station.
4. Contractor shall not be in control of radial stacker positioning. Contractor shall make any repairs to stacker and other structures in laydown area due to damage caused by Contractor, to satisfaction of Owner. Repairs will be performed by Owner and deducted from monthly invoices if not completed to satisfaction of Owner.
5. Solid waste capacity in SDW laydown area is very limited for the expected FGD solid waste. Consequently, Contractor shall have backup equipment provisions to provide another loader within twenty-four hours due to equipment failure of primary loading equipment. In the event Contractor fails to perform, Owner shall take whatever action is necessary to remove wastes. Costs of Owner's expense to remove material under such circumstances shall be charged to Contractor.
6. Loading and hauling shall be conducted in daylight hours as much as possible. A six day loading schedule is anticipated. Whenever possible Pozatec should be allowed to sit on load out pad one to two days prior to loading. This "set period" allows for some drying and reaction time which improves handleability of product.
7. Contractor shall be responsible to keep sufficient laydown/loadout area open to allow for daily production of solid waste regardless of weather and/or equipment problems.

8. Contractor should be aware of forced outages and that at times the plant will reduce daily waste production. The Owner will inform Contractor the anticipated resumption of "normal" solid waste production. Owner will not be held liable for any expenses to Contractor for planned or forced outages. A planned outage schedule shall be given to Contractor and updated as warranted. Contractor should expect three weeks of planned outages annually on average for each unit during the length of contract. Major overhaul outages may require outages as long as two months.
9. Owner reserves the right to maintain existing structures in the SDW laydown area. In particular, portions of the concrete pad may require repair/replacement during the term of this specification. Contractor may be required to work extended hours in a more confined loadout area during the term of repairs. Owner or Owner's repair contractor will work in an efficient manner to make such repairs. No extra compensation will be due Contractor as a result of such or similar repairs.
10. Permits and Licenses.

Big Rivers presently maintains an operating permit for the Green landfill. The permit is an inert classification and is in the process of being transferred to a special waste permit. The Green landfill will operate under the existing permit requirements until such time as the special waste permit has been approved. Big Rivers Electric Corporation shall be responsible to maintain the Green landfill permit. Contractor shall bid to requirements and drawings of this specification to provide services for the landfilling of solid waste in the Green Landfill solely owned by Big Rivers. Minor changes are expected to the new permit but changes are not expected to materially affect Contractor's operation of landfill.

In the event a material change occurs, Owner will negotiate value of change with Contractor. If monetary value of change cannot be agreed on by both parties, Owner reserves the exclusive right either to terminate and rebid landfill operation or to have value of change arbitrated.

Contractor shall also operate within the confines of existing KPDES permit which will be maintained and modified by Owner as required by Kentucky EPA. Presently, pH of discharged water shall range between 6 and 9 with a maximum of 50 parts per million (ppm) suspended solids.

Owner shall be responsible for the following environmental related items:

- a) Interpretation and jurisdiction on state regulation
- b) Installation and monitoring of groundwater wells
- c) Monitoring of KPDES discharge points

Contractor should have a working knowledge and understand the operating requirements and restrictions in the Kentucky regulations for special waste landfills.

It shall be the obligation of Contractor to obtain and secure any and all permits or licenses from any appropriate government bodies for the truck transportation and disposal of the solid waste that are required beyond permits acquired by Owner as listed in this section. Owner shall furnish Contractor with technical and environmental information on the composition of the solid waste for the application for permits and licenses as requested by Contractor.

In the event, for which Contractor is responsible, hereunder, that Contractor becomes informed that a governmental agency does not intend to issue, renew, or maintain a permit or license necessary for the hauling and/or disposal of the solid waste and/or that a restriction imposed by law or governmental agency will prevent said hauling and/or disposal of the solid waste, Contractor shall so notify Owner promptly in writing. Contractor shall make its best effort to obtain said permit or license and/or to seek all relief reasonably available under the law from said restriction. Owner shall have the right to assist Contractor.

B. Haul Roads

1. Contractor warrants and represents that it shall obtain any hauling permits required to haul solid waste from Owner's Plant to the Green solid waste landfill.
2. Contractor shall be required to maintain all plant roads that Contractor utilizes in the performance of solid waste removal and disposal. Spillage on roadway is to be minimized as much as feasibly possible. Where Owner or Owner's other contractors damage road surfaces, repair shall be the responsibility of Owner. Contractor shall surface roads with the same type of surface that presently exists. In the event Contractor does not maintain roads to the satisfaction of Owner, Owner shall correct such deficiencies and deduct costs of work from Contractor's monthly invoice. The existing road that leads to the south end of the upper bench has a solid rock base and is in good repair. Minor surfacing and improvements to drainage should allow for immediate use. Access roads to the south end of project shall be provided as deemed necessary by Contractor in the performance of services. Owner strongly recommends that haul roads be located within the area of solid waste placement. Contractor should realize that the existing battery of oil tanks and pond may interfere with early operations. Contractor shall be allowed to widen road to west in the area of oil tanks. Contractor may be allowed to provide roads outside of solid waste placement area with written permission of Owner's engineer. Prior to road

construction in virgin areas, existing topsoil/clay shall be stripped and stockpiled to be utilized for future cover. Roads utilizing Pozatec outside of solid waste placement area shall have slopes covered with sufficient topsoil/clay to support permanent vegetation.

3a. Contractor shall be permitted to utilize Reid/HMPL bottom ash for unrestricted road surfacing in the solid waste landfill area. Bottom ash from the Reid/HMPL area will be loaded by Owner in Contractor's trucks with sufficient notice. Owner requires efficient use of trucks to perform loading operation. Trucks are to be fully loaded. There will be no compensation for bottom ash hauled from the Reid/HMPL bottom ash pond. Bottom ash shall not be acceptable for road surfacing in any area outside the confines of the landfill. Contractor may place bottom ash in areas of FGD solid waste but bottom ash shall not be placed on virgin ground, within fifty feet of perimeter edge of landfill, nor within three feet of final elevation of landfill. Bottom ash may be used as a temporary surface in prohibited areas of landfill provided ash is removed and removal verified by Owner's representative prior to placement of Pozatec. In the event of a coal change, Reid/HMPL bottom ash disposal may be limited to placement in active Pozatec laydown area in landfill. Available bottom ash from Reid/HMPL is estimated at 2,200 tons per month.

3b. Green bottom ash may be used in the active area of Pozatec placement. Green bottom ash shall not be used for approach road surfacing where runoff is directed to existing ponds. With an anticipated coal change in January of 1996 this restriction will be reviewed and lifted if runoff parameters improve with coal change. Contractor shall load and utilize Green bottom ash at their discretion with no compensation for such work.

In the event that Big Rivers requires that Green bottom ash be placed in the landfill, Contractor shall be compensated for hauling and placing Green bottom ash in the landfill. A typical empty truck will be weighed and then loaded, and weighed gain. Payment will be made upon number of loads times that day's load weight. Owner will load Contractor's trucks with Green bottom ash that the Owner wishes removed. Available bottom ash from the Green bottom ash pond is estimated at 4,000 tons per month. Owner will be responsible to keep bottom ash piled up for loading.

4. Contractor should be aware that weather conditions for landfill operation require advanced planning for winter month operation. Haul roads are to be completed to an extent sufficient to allow for year long access to landfill and to meet open acreage requirements.

5. Haul roads shall be constructed to meet OSHA requirements. This shall include but not be limited to making roads to proper width and berming or installing guardrail.
6. Costs of all road construction, maintenance, and culvert installation shall be included in unit rate base bid.
7. Contractor shall be required to water roads or use other appropriate methods to control fugitive dust as required by the Kentucky Division of Air Quality.

C. Landfill Solid Waste Placement Requirements

1. The landfill is to be constructed to lines and grades as shown on drawings. Contractor shall develop and submit a long term (three year) and short term (twelve month) schedule for approval by Owner's engineer in areas to be worked. Schedules shall be submitted to Owner's engineer within 120 days of contract commencement. Short term schedule shall be detailed enough to indicate road construction, areas to be covered, proposed grade, and areas of borrow. Contractor is to take into account existing conditions of landfill and specifications to develop schedule of areas to be worked. Existing survey control points are shown on drawings. Contractor shall maintain and protect existing survey monuments.
2. Contractor shall be allowed to expand landfill to a maximum open exposed area of twenty acres. Inasmuch as possible, Contractor shall work within a twenty acre limit. Contractor may work to final grades and place final cover in order to advance landfill or place temporary cover over solid waste not yet to grade in order to expand to new areas. Owner realizes that these open acreage requirements may need adjusting, and when requested and demonstrated by Contractor to Owner that additional open acreage is required, Owner will seek to receive approval from Kentucky EPA for a revision to the permit to increase open acreage.
3. Solid waste placement shall start to the south end of landfill where landfilling has previously been discontinued. It is understood that Contractor may use solid waste as base material to construct and/or improve roads to service south end of project. Contractor shall work from the southwest corner of landfill establishing west benches first and heading east. In the case of a HMPL Station Two award (Option 3), Contractor shall perform all solid waste placement south of Station 9 + 00 as shown on drawings C-03 and C-06. As conditions warrant, Contractor will open areas to the north after properly stripping topsoil for placement during inclement weather or as south portion of landfill is completed to grade. Contractor should plan to be on site preparing areas to place solid waste thirty days prior to commencement of hauling solid material.

4. In the event that all design cross-sections have been completed in accordance with drawings prior to July 1, 1998, Contractor will be permitted to expand landfill to the east provided that slope does not exceed 3 (Horizontal) to 1 (Vertical). Detailed slope design will be required at north and south end from Owner for expansion beyond design cross-sections, but Contractor will be allowed to advance midsection of landfill uniformly with minor Owner review and approval.
5. Minor modifications may be required to final surface contours to facilitate future drainage requirements. Contractor shall be required to make adjustment to final top contours at no additional cost to Owner provided changes in design contours are submitted to Contractor prior to final cover placement.
6. Owner may require extending landfill approximately one hundred and fifty (150) feet further south to increase volume. Expansion of landfill south shall be at the same unit rate with no additional compensation to Contractor.
7. Generally, all existing solid waste has been covered with two feet of clay cover and seeded. There is about two acres of exposed slope on the southeast side of the landfill primarily used for emergency dumping. Contractor shall be responsible to strip all existing cover material (clay/topsoil) to expose existing solid waste prior to placement of new solid waste. Cover material shall be relocated and protected for future use. Inasmuch as possible, existing covered slopes on the west side of project will not be altered. All flat areas both top and bottom, slopes to east, slope areas to south, and covered areas to northeast shall have cover material removed prior to solid waste placement.
8. Contractor shall dump solid waste in areas to be worked. Material shall be leveled by dozer or other equipment to loose lifts of twenty four inches or less. Spreading and leveling shall be required on all dumped material as product drying allows.
9. After areas have been leveled the solid waste shall be compacted by a flat wheel roller with sufficient energy to reach eighty five (85) percent compaction density (Standard Proctor ASTM D-698). Adjustments may be required in lift thickness to achieve compaction requirements. Contractor shall not be entitled to extra compensation for adjustment to methods to meet compaction requirements. Flat wheel roller compacting should occur weekly, or whenever feasible, and as a minimum all solid waste material is to be rolled prior to the next lift being dumped.

10. Highwalling shall be limited as much as possible and will only be acceptable in times of inclement weather. Contractor shall not dump off of any elevation greater than 15 feet above an elevation to which solid waste material will rest.
11. Solid waste shall be sloped so as to minimize erosion to finished slopes, or to areas of final cover. Water shall not be allowed to pond on solid waste fill. Slopes shall be a minimum of three percent to a maximum of thirty three percent. Contractor shall take immediate action to correct any ponding areas or conditions that create concentrated elements that will exceed KPDES requirements.
12. Prior to placement of solid waste on virgin ground, the existing area shall be stripped and material utilized for cover if acceptable. The initial two feet of solid waste in a virgin or stripped area shall be Pozatec. Contractor shall be permitted to dig pits to obtain cover material and fill with Pozatec provided that pit bottom elevation is two feet above seasonally high groundwater elevation and other requirements of this specification are maintained. In the event rock is encountered in borrow pits Owner is to be notified immediately. Owner may require rock to be covered with two feet of clay material.
13. In place solid waste shall meet or exceed the following parameters:
 - a. A permeability of 5.0×10^{-6} cm/sec or less at 60 days.
 - b. Compressive strength of five thousand (5,000 lbs/ft²) pounds per square foot after thirty days in place.

Modification in placement and or compaction shall be made to meet requirements a and b above at no cost to Owner. Results to be based on sufficient temperature day curing period.

14. Contractor shall not in any case work outside the boundaries of landfill as shown on drawings. Contractor shall be responsible for any violations, fines, and/or liability as a result of working beyond boundaries. Solid waste fill placement by Contractor shall be limited to west toe of slope to approximately 1,000 feet to the east. Contractor shall be allowed to build roads within the 1,000 feet width with little restriction. Road construction/modification outside of corridor fill width shall require Owner's written approval.

D. Permanent Cover, Temporary Cover, Erosion and Vegetation

1. Permanent cover shall be a soil material twenty four inches in depth placed on final elevation of solid waste where slope does not exceed twenty percent. All depths of cover shall be measured perpendicular to slope. Initial fourteen inches of permanent cover shall have no rocks/shale with a diameter of three inches measured in any direction. The upper ten inches of permanent cover shall be free of rocks, shale, and other unsuitable materials, and be of a material quality to support permanent vegetative cover. In other words, the upper surface of final cover should be topsoil. Any rocks encountered shall immediately be removed by hand or mechanical method.
2. Temporary cover shall be a soil material six inches in depth that will support permanent vegetative growth with the aid of fertilizer and/or lime as required. Rocks larger than three inches in any dimension shall be removed from temporary cover.
3. Contractor shall cover benches and slopes as final grades and elevations are completed. All solid waste shall be covered from the highest eastern point (perpendicular to alignment) to the toe of west slope. Borrow areas shall be exhausted in the following order: 1) existing covered solid waste 2) stockpiles to east and west of southern pond 3) southern pond enlargement 4) borrow pit A working from west to east excavating full depth and backfilling with Pozatec as borrow area progresses. The order of borrow areas may be changed provided no solid waste is placed over designated borrow material.
4. Contractor shall be permitted to obtain cover material from the designated borrow areas and existing cover material as shown on drawings with Owners' permission. Contractor is encouraged to expand southern runoff pond to the west. Grades and slopes of south pond shall be in accordance with drawing. South pond shall be later filled with Pozatec and capped with two feet of clay cover.
5. Contractor shall track in final cover slopes with a dozer.
6. Contractor shall correct erosion to all areas that have been seeded. Repair of erosion areas shall be done in a timely manner to protect other seeded areas or structures. Contractor may be required to utilize geofabrics, including geosynthetics, silt fences, and other appropriate erosion products in locations where vegetation has failed or erosion is a problem. Contractor shall be responsible until one year past placement of final cover and seeding for maintenance of slopes, culverts, and cover.

7. Owner shall be responsible for mowing all areas once permanent vegetative growth has been established. Contractor will be responsible for erosion and overseeding in areas mowed by Owner unless erosion is caused by Owner. Contractor shall be responsible until one year past completion of seeding.
8. Owner maintains the right to withhold \$5,000 per acre for all areas of solid waste uncovered and unseeded during the final eighteen months of this contract. Owner shall not retain more than 10 percent of cumulative monthly invoice total beginning January 1, 1997. The right to withhold retainage to cover open acreage shall be to the sole discretion of Owner.
9. All areas that have been covered with clay or topsoil shall be properly prepared prior to seeding. Upon cover being brought to grade and slope, and rocks having been removed, disking shall be required to break up large chunks of earth and bring surface to a uniform grade. Seeding and preparation shall be in accordance with the latest edition of KDOT "Standard Specification for Road and Bridge Construction" unless otherwise noted in this specification. Mulching and hydraulic placement of seed and fertilizer may be required on slopes exceeding twenty five percent. Seeding shall be completed between April 1 and June 1 or August 15 and October 10. Except where otherwise noted seed may be placed mechanically or hydraulically (hydroseed).
 - a. Fertilizer shall be commercial grade inorganic "10-10-10" and spread at a rate of seven hundred pounds to the acre or Owner approved equal. Verification, by label and purchase receipt submittal, shall be given to Owner.
 - b. Lime shall be granular agricultural limestone. Lime shall meet KDOT requirements. Lime application rate shall be two tons per acre. Verification by purchase receipt submittal shall be given to Owner.
 - c. Lime and fertilizer shall be fully incorporated into upper surface of prepared seed bed. Incorporation shall include disking unless hydroseeding is to be performed.
 - d. Mulch shall be in accordance with KDOT requirements. Mulch shall be applied at one and one half ton per acre. Mulch shall be applied no later than twenty four hours after seeding. Quantity to be verified by documented submittal.
 - e. Seed shall conform to all applicable laws of the State of Kentucky. Tags verifying mixture, purity, germination, weed content, name of supplier, and date on which seed was tested

shall be supplied to Owner prior to completion of seeding area preparation. Seed shall meet the following requirements on a per acre basis:

	<u>Purity (Min.%)</u>	<u>Germination (Min.)</u>
(55 lb.) Kentucky 31	95	75
(10 lb.) Creeping Red Fescue	95	75
(10 lb.) Perennial Rye	97	85
(5 lb.) White Dutch Clover	96	80
(5 lb.) Annual Lespedeza	97	80
85 lb.		

f. The Contractor shall be responsible for the proper maintenance of the seeded area during the period when the grass is being established. Surfaces that are damaged shall be repaired by regrading, refertilizing, and reseeding as required. When seeded areas fail for any reason to produce a satisfactory cover, the Contractor shall refertilize and reseed at no additional cost to Owner. The maintenance period shall commence immediately upon completion of the seeding and shall extend until a satisfactory cover, acceptable to Owner, is established.

g. Areas of temporary and permanent cover require same seeding.

10. Final seed elevation shall be -.1 to +.2 feet of design elevation.

E. Drainage, Drainage Structures, Existing and New Ponds

1. Inasmuch as possible, runoff from active solid waste placement area shall be directed toward the existing south pond. Contractor will be expected to provide ditches, dikes, temporary ponds, and other diversions as necessary to keep pond discharge parameters within acceptable limits. Runoff control will be of key importance during southern landfill development.

As the landfill operations progress north, Owner will require advanced notice to control runoff to east pond along river. Contractor may be required to provide a temporary pond to handle runoff from the north area before releasing to east pond.

The Owner may construct a new pond to the south of existing southern pond for the purpose of increasing volume retention and treating anticipated pH problems. If constructed, new pond is anticipated to be in operation on or about July 1, 1995.

2. Runoff pond discharge will be controlled by opening a valve when permit discharge parameters have been met. Owner's plant personnel shall be responsible for operation of pond discharge valve.

3. Existing ditches shall be maintained and cleaned out as required by Contractor.
4. Contractor shall be responsible for any pond cleaning that may be required during the performance of landfill operation. Removal of sediment shall be in accordance with regulations of Kentucky EPA.
5. Contractor may be allowed to provide intermediate (temporary) retaining structures to minimize detrimental runoff effects to runoff ponds. This is particularly pertinent at the south end of project.
6. The existing culvert and catch basin at the southwest area of landfill will require modification. Solid waste landfill Contractor shall be required to perform modification. The present elevation is approximately five feet too high, consequently catch basin and piping must be removed and bench cut to grade. Contractor may utilize remaining pipe to reduce impact to new culvert to the south.
7. Runoff from exposed areas shall be diverted from any piping that will be chemically attacked by such runoff.
9. Two drainage structures are required for this service contract. Drainage structures shall be located approximately at Stations 8 + 50 and 21 + 00 respectively.
10. Drainage culverts and catch basins or alternative drainage structures shall be designed and stamped by a registered professional engineer. Installation shall be provided prior to final cover. Whenever feasible, piping or structure should be installed as slope progresses. Contractor shall submit detailed drawings showing catch basin, profile, grade of pipe, and final fill elevation. Temporary catchbasins may be required prior to completion of final cover requirements.
 - a. Catch basins shall have a metal Neenah top with open grates. Minimum diameter shall be twenty four inches. Top selected shall be submitted to Owner's engineer for approval. Catch basin risers may be Class IV concrete pipe sized to proper diameter to handle inflow and exit flow volumes (forty eight inches is estimated). Design will demonstrate adequacy of grating inlet for intended flows.
 - b. Drainage culverts along side slopes shall be heavy density polyethelene (HDPE or as approved equal) with a minimum SDR of 26. Pipe shall meet ASTM 714 and be installed using butt

fusion joints. A substitute pipe material will be considered if reference is made with bid proposal detailing type of material. Pipe shall be installed in accordance with manufacturer's recommendations and standard practice. Pipe shall be engineered and installed to proper lines and grades. Leaks shall not be permissible at joints. Penetration at manhole/catchbasins shall be watertight. Contractor shall be required to make any repairs to failed culverts at no cost to Owner during the term plus one year of landfill operation.

- c. Contractor may submit an alternate design for conceptual drainage structures as shown on drawing. Two structures are required. Top surface runoff for north structure (STA 8 + 50) shall be 10 acres with a contribution of 2 acres each for the next two benches. For the southern structure (STA 21 + 00), design of top elevation shall be for 20 acres of runoff with a contribution of 3 acres for each of the next two benches.
- d. Energy dissipators (water) shall be required in intermediate manholes, as well as discharge points into ditches. Contractor shall submit design for Owner's approval prior to installation. Discharge points into primary ditches shall require headwalls and concrete aprons. Design to be approved by Owner's engineer.

- 11. The ten year, twenty-four hour rainfall event for the Green site is 4.7 inches. Forty-five (45) inches of precipitation should be expected annually.

F. Solid Waste - Pozatec and Bottom Ash

- 1. The Owner has recently had a slope stability study completed for the type of Pozatec of varying fly ash to FGD filter cake ratios with lime addition. Results have been satisfactory for the proposed slope design of the resultant fly ash from present coal supply. A coal change is expected July 1, 1995 yielding a proposed but not guaranteed fly ash to FGD filtercake of .7 FA to 1.0 FC with 2% lime addition. Contractor shall be required to handle on an average a .6 FA to 1.0 FC with 2% lime addition as a minimum. There may be times when the ratio may fall below minimum and solid waste material (Pozatec) will still be required to be hauled by Contractor but this is not to be considered a typical case and action shall be taken by Owner to correct ratio to minimum specified. A coal change for Green Station is anticipated in January, 1996 which may affect the proposed fly ash to FGD filtercake ratio listed previously.

2. Estimated annual solid waste production:

	<u>Estimated Annual Range (tons)</u>
a) HMPL STA Two Pozatec	200,000 - 300,000
b) Combined Green Station Pozatec, HMPL STA Two Pozatec	720,000 - 1,200,000

Dry density₃ of FGD sludge is estimated at 60 lb/ft³ (dry) and at 95 lb/ft³ (wet)

No guarantee is made on minimum nor maximum annual solid waste tonnage.

- 3. Owner shall retain the right to give or sell quantities of the solid waste to other parties for use or for resale by those parties; provided, however, Owner may not contract with other parties for disposal of the solid waste with Owner paying such parties for disposal of the solid waste in conflict with this Agreement. Quantities sold or given to others or used for plant purposes shall not be included in the tons invoiced to Owner. Contractor may not sell to third parties without written approval of Owner.
4. For the purpose of this specification Contractor should be aware of two types of solid waste material to be removed and hauled to the landfill.
- * a. Bottom ash shall be loaded, hauled and placed in Green landfill at the discretion of Contractor (no compensation) or at the direction of Owner (compensation). Contractor shall submit unit pricing for Green bottom ash loaded by Owner and hauled, placed and covered by Contractor in Owner's Green landfill. No unit pricing is required for Reid/HMPL bottom ash (no compensation).
- b. Enhanced FGD sludge (Pozatec) shall be FGD sludge that has had a specific amount (or ratio) of fly ash and/or quick lime added to create a stabilized product. Anticipated amount of quick lime is projected between two (2) and three (3) percent. Range of fly ash to filter cake (FC) of FGD sludge is expected to be .6:1 to .85:1. Ratios are based on dry weight density.

III. TERMS AND CONDITIONS

A. Owner Administrative

1. Contractor shall abide by all Owner safety requirements in addition to OSHA, state, and federal safety requirements. The safety requirements do not constitute any undertaking by Big Rivers to perform the Contractor's job of protecting his employees and other personnel from job-related injuries. The Contractor is and shall remain solely responsible for such protection. The safety requirements represent the minimum requirements and are intended to cover normal conditions. Each Contractor is also responsible to ensure that his employees comply with Kentucky Occupational Safety and Health laws relating to equipment and operational practices. The failure of a Contractor or his employee to comply with these requirements may constitute cause for corrective action ranging from notice to correct the unsafe condition or act, to removal of personnel from the plant premises. Big Rivers' supervisors and safety and training coordinators are empowered to take such corrective action.
 - a. Each Contractor shall designate a safety contact who will be present at the site full time (such as a foreman). The safety contact will meet with the plant safety and training coordinator before work is started.
 - b. Each Contractor shall furnish first aid facilities for persons in his employ.
 - c. In the event of an accident, Contractor shall immediately act to attend to the injured. He shall take immediate action to prevent injury to others from the same cause. He shall report all such accidents to the Owner.
 - d. Contractor shall file a written report with the Owner of each personal injury accident of persons in his employ.
 - e. Contractor shall conduct a weekly safety meeting with all employees in attendance. Attendance shall be documented and submitted to the plant safety and training coordinator each week.
 - f. Regular work clothes are required. No one will be allowed to work shirtless or in shorts, cut-offs, or tank top shirts. Jewelry, long hair or beards, or loose fitting clothes which may contribute to an accident or health hazard may require action to eliminate the unsafe condition. Employees shall refrain from practical joking and horseplay at all times.

- g. Quality work shoes are required. Steel toed safety shoes meeting ANSI standards are recommended and may be required for specific jobs.
 - h. Contractor employees may ride in the back of trucks equipped with seats or only if seated on the floor with the tailgate fastened.
 - i. The Contractor shall allow only properly trained employees to operate industrial vehicles. Do not operate an industrial vehicle in a reckless manner.
- 2. Contractor shall maintain security gates as directed by Owner.
 - 3. Contractor shall be required to follow all plant rules.
 - 4. Contractor shall be responsible for protection and care of Contractor equipment.
 - 5. Contractor shall be required to provide sanitary facilities for its employees. Big Rivers sanitary facilities shall be prohibited from Contractor employees use except that loader operator may utilize SDW area restrooms. Owner shall approve type and placement of sanitary facilities.
 - 6. a) Contractor shall provide a trailer for record keeping, office use, and lunch/break room purposes. Potable water is not available in landfill area. Contractor may fill containers from Owners potable water source at a designated location as directed by Owners plant superintendent. Contractor shall be required to have a telephone on site at all times work is being performed. Cost of installation and maintenance of phone shall be the sole responsibility of Contractor. Trailer/office complex shall be approved by Owner prior to placement of structure. Two locations are proposed: One in the northwest corner of landfill, and other to the southeast of main gate entrance near Green bottom ash pond.
 - b) Contractor may run a new (one or two inch pvc) potable water line from main entrance guardhouse to Contractor's trailer/office for drinking and sanitary use at location near main entrance provided: 1) Contractor provides an acceptable holding tank which is maintained by Contractor at Contractor cost or 2) Contractor installs a grinder/sewage pump and associated piping to tie into Owner's existing 2 inch sewer line near main guardhouse entrance. Contractor shall be responsible to obtain any and all permits required for potable water and sewage service. All facilities will be located in Webster county.

- c) Owner will provide an area for Contractor to wash down equipment. Water for wash down will not be potable water. Wash down requirements shall be kept to a minimum. Wash down area will be in plant area and not located in landfill.
7. Contractor shall be required to obtain their own power service from Henderson Union RECC. An estimate for service will be available at prebid meeting. Owner shall not be responsible for estimate. Contractor is encouraged to pursue specifics of electrical service with Henderson Union.
 8. Contractor shall have an on-site designated supervisor. Supervisor shall have the authority to handle day to day functions of landfill operation. Contractor designated supervisor shall be the plant contact for informational purposes.
 9. Owner reserves the right to remove any Contractor's employee from site that fails to obey plant rules. Owner also reserves the right to request a new on-site supervisor, if in the opinion of Owner, Contractor's designated supervisor is not performing satisfactorily.
 10. Contractor shall submit a list of equipment to be utilized on site in the operation of landfill. Equipment list to be included in bid package submittal. Owner shall review and approve list to be in accordance with permits.
 11. On site maintenance shall be performed in a manner accepted and approved by Owner.
 12. Contractor shall be prohibited from placing any materials in landfill other than Owner's solid waste.
 13. Contractor shall provide containment around fuel and oil tanks. Containment shall consist of earthen dikes and meet with the approval of Owner's environmental representative.
 14. It will be the responsibility of Contractor to report and clean up and dispose of any spillage of fuel or oil. Clean up shall be performed to satisfaction of Owner. Owner shall take necessary steps to correct any spillage to meet Kentucky regulations. Charges for such action by Owner shall be deducted from Contractor's monthly invoice.
 15. The Contractor and his employees may be required to sign in and out at the plant security office daily.
 16. All tools and equipment shall be checked through the plant warehouse upon arrival and departure.

17. The Owner cannot be held responsible for job delays due to weather. Contractor shall include necessary time in his schedule for possible weather delays.
18. The Contractor shall submit a complete list of all hazardous chemicals that will be used at the workplace. Big Rivers safety and training coordinator shall receive said list and is designated hazard communication representative (HCR). The Contractor shall provide material safety data sheets (MSDS) to the HCR prior to bringing any material on plant site.
19. No changes or deviations from these specifications or additional compensation shall be permitted without advance written approval from the Owner.
20. Contractor's fire protection program shall conform to applicable parts of National Fire Protection Association codes.
21. Contractor shall confine his operation and employees to the plant areas where his work is to be performed.
22. Contractor shall confine his employees to parking area as defined by Owner.
23. Owner's break and lunch areas are not available for the Contractor's use.
24. All materialmen, servicemen or vendors must sign in and out at the plant security office.
25. Contractor shall have regular semi-annual meetings to discuss progress and any problems concerning Green landfill operations. The meeting shall be scheduled in advance with Owner representatives from production, construction, and the environmental departments in attendance.

B. Billing and Payment

1. Contractor shall be compensated for all solid waste material (generally Pozatec) removed by Contractor from the SDW laydown area in accordance with the bid submission form unit base rate. A separate base rate shall be utilized for Green bottom ash directed to be removed by Owner (Big Rivers). The base rate shall be effective July 1, 1995 and shall be subject to revision after that date for changes in costs as provided in this specification. The base rate shall constitute the entire charge by Contractor to Owner for the services provided by Contractor including, but not limited to, the direct costs of performing the work and Contractor's profit, all taxes, all fees for permits, licenses, inspections, tests, insurance and bonds, any other indirect costs incurred by Contractor in the performance of this specification.

2. Payment for solid waste removal (generally Pozatec) from the SDW laydown area shall be based on belt scale weight. In the case of a HMPL Station Two tonnage (only) contract, payment will be based on total monthly belt scales weight minus truck scale weight (Green solid waste tonnage removed by Costain). Contractor may request recalibration, and witness such operation being performed to scale when scales are thought to be in error. Owner's personnel presently perform scale calibration at least twice a month. Design calibration is estimated to be within .25% accuracy. Owner will consider independent testing of scales and payment of such service on an apportioned ratio with Contractor based on some agreed upon future criteria.
3. Owner shall furnish Contractor promptly as available the weights required for billing. An invoice for solid waste removed from Owner's Plant in one month shall be rendered to Owner by Contractor on or about the 10th of the following month. The invoice shall detail any Base Rate Revisions and the weight of solid waste material removed. Owner shall remit to Contractor the net amount of the invoice on or about the 25th day of the month following the month in which the solid waste was removed, except that, if the 25th is not a regular working day, payment shall be issued on the next regular working day.

In the event that any Revision to the Base Rate is in process, the billing shall be made on the basis of the existing Revised Base Rate, and an appropriate adjustment shall be made as soon as the new Revised Base Rate is available. In the event that any portion of a billing is in dispute, the undisputed amount shall be paid when due and the disputed portion held in abeyance until the dispute is resolved; provided, however, that Owner may also, at its option, pay the disputed portion or any part thereof without thereby waiving its right to contest such disputed portion.

4. In the case of combined solid waste tonnage contract (Green Station and HMPL Station Two), Owner will be responsible to split tonnage between Green Station and HMPL Station Two. Contractor shall be responsible to submit two monthly invoices, one to each entity based on monthly tonnage breakdown as determined and submitted to Contractor by Owner. In the case of a HMPL Station Two only contract, only one invoice shall be required.

C. Revisions To Base Rate

The Base Rate shall be increased or decreased as of the first day of each calendar quarter, beginning July 1, 1996 as follows:

- a. Fifty-five percent (55%) of the Base Rate shall be revised in proportion to changes in the Producers Price Index, Industrial Commodities. A Base Period Average Index shall be calculated by

averaging the Producer's Price Index, Industrial Commodities, published by the Bureau of Labor Statistics, U.S. Department of Labor, in Producer's Prices and Price Indexes, for the three months of January, February, and March, 1995. A Revised Average Index shall be calculated for each calendar quarter by averaging said Producer's Price Index, Industrial Commodities, for the first three of the last four months preceding that quarter. The revision to 55% of the Base Rate shall be computed for each quarter by dividing the Revised Average Index by the Base Period Average Index and then multiplying the resulting quotient by 55% of the Base Rate.

- b. Twenty percent (20%) of the Base Rate shall be revised in proportion to the index for Distillates, Direct Sales to End Users. A Base Period Average Index shall be calculated by averaging the index for Distillates, Direct Sales to End Users, Code 2911-4132, under Petroleum Refining, Light Fuel Oil, in Table 5 in Producer's Prices and Price Indexes, for the three months of January, February, and March, 1995. A revised Average Index shall be calculated for each calendar quarter by averaging said index for Distillates, Direct Sales to End Users, for the first three of the last four months preceding that quarter. The revision to 20% of the Base Rate shall be computed for each quarter by dividing the Revised Average Index by the Base Period Average Index and then multiplying the resulting quotient by 20% of the Base Rate.
- c. The remaining twenty-five percent (25%) of the Base Rate shall not be revised.
- d. The Revised Base Rate effective for each calendar quarter shall be the sum of the amounts determined under subparagraphs a., b. and c., above.

If Contractor's costs of its work under this contract (including any taxes which hereafter may be assessed on a per-ton of material hauled basis, but not including any other taxes, such as income, excess profits or capital stock taxes, or taxes assessed on payroll), are increased or decreased, after the date of this contract, by the mandatory requirements of federal, state, or local statutes or regulations, then the Base Rate shall be revised so that the then current Revised Base Rate reflects the effect of the changes on Contractor's costs to the extent that the effect is not already reflected in the base rate revision described. Contractor shall request any rate increase or report any rate decrease under this paragraph promptly upon incurring such cost increase or decrease. Contractor shall promptly advise Owner in writing if it disapproves of any rate increase or decrease approved by Owner or if it intends to initiate arbitration.

Contractor represents and warrants that the Base Rate stated includes the full cost of compliance with all applicable federal, state, and local statutes, regulations, consent decrees, and court orders (including, but not limited to, those relating truck transportation) applying to contractor's obligations hereunder in effect as of the date of this Specification, whether or not same are now being enforced by the applicable governmental authority.

All revisions to the Base Rate shall be computed by contractor and submitted in writing to Owner for approval.

The Base Rate as revised in accordance with this section shall be rounded to the nearest one-hundredth (1/100) of a cent, and shall be the "Revised Base Rate".

The Bureau of Labor Statistics (BUS) is currently using a reference base period of 1982 = 100 for the indices referred to in this agreement. This reference base period is updated periodically. Whenever a new base period is established by the Bureau of Labor Statistics (or its successor), the base period average indices calculated pursuant to the terms of this agreement shall be re-established in accordance with the instructions of the BLS to reflect the new reference base period. Revised average indices shall also be based on indices which reflect a new reference base period.

If the index referred to in this contract is discontinued or otherwise unavailable, or should supervening events or circumstances render inapplicable the method set forth in this section for computing revision to the Base Rates, a method which is as nearly as practicably equivalent shall be substituted.

D. Commencement and Completion Dates

1. Services pertaining to loading, hauling, and placing solid waste material is scheduled to begin on July 1, 1995. Contractor shall be given written notice a minimum of forty five (45) calendar days prior to commencement date. Contractor should be aware that some site preparation work may be required prior to July 1, 1995 haul date. Contractor is encouraged and shall be allowed to perform such prep work prior to July 1, 1995 provided all required documentation has been submitted, signed, and approved.
2. Contractor should be prepared to load, haul and place solid waste from July 1, 1995 until haul completion date as submitted on bid proposal for a one year, two year, or three year term respectively. Contractor shall be required to cover solid material beyond haul completion date to complete cover requirements.

3. Contractor shall warranty vegetation and structures for one year after completion of final seeding.

E. Early Termination

1. **Grounds and Procedures for Early Termination Other Than For Default**

In addition to grounds for termination which may be available to either party for default, termination may be had by Owner as follows:

- a. In the event that Contractor or Owner, as applicable, is unable to obtain, renew, or maintain permits authorities or certificates, or licenses, restrictions imposed by law or governmental agency, Contractor is prevented from hauling of the waste or performing its work at Owner's landfill for a period of sixty (60) days, Owner at its option may terminate this Contract upon the expiration of that sixty (60) day period.
- b. In the event the total cost to Owner should be increased due to:
 - (1) Owner's cost of bonding or maintenance agreements
 - (2) changes in the mandatory requirements of federal, state, or local statutes or regulations.

and in the event such total cost to Owner becomes a greater amount by twenty percent (20%) or more than the Revised Base Rate would have become without such increases, Owner at its option may give ninety (90) days notice in writing to Contractor of termination of this Contract. Contractor shall have the right to reduce the total cost to Owner to the extent necessary to keep such increase within said twenty per cent (20%) range. If Contractor does not notify Owner of such reduction, this Contract may be terminated by Owner at the expiration of the ninety (90) days.

2. **Procedure for Termination for Default**

If a party defaults in the performance of this Specification, the other party shall give the defaulting party written notice of the default with a statement setting forth the nature thereof.

Owner shall have sixty (60) days to correct its default after said notice, and, if not corrected, Contractor may terminate this Specification.

Contractor shall make its best efforts to correct its default as soon as possible after said notice and it shall furnish to Owner evidence of its efforts to correct the default. If, in the opinion of Owner, Contractor is not making satisfactory efforts to correct the default, then Owner may terminate this Contract. In any event, Owner may terminate this Contract if Contractor has not corrected the default within sixty (60) days after the aforesaid notice.

3. In the event Contractor cannot fulfill requirements of this specification Owner shall be due compensation from Contractor, for any cost or charges in excess of adjusted base bid to complete solid waste placement for the term of this specification.

F. Performance Bond

Contractor shall furnish at the time the Agreement is executed, and maintain throughout the term of the Agreement, a bond in the form attached hereto as Exhibit B (with Power of Attorney of surety attached to the bond), for the faithful performance of the Agreement, with a surety acceptable to Owner and listed by the U.S. Treasury Department as acceptable for government contracts in the Federal Register, latest such listing, the bond to be in an amount equal to \$50,000. Failure to furnish or keep in force the Performance Bond as required by this Agreement shall be deemed a breach of a material condition of the Agreement, giving Owner the right to terminate the Agreement and assert its remedies thereunder.

Contractor may at any time during the term of this Agreement place the sum of \$50,000 in an escrow account in a bank acceptable to Owner pledged to Owner for the faithful performance of this Agreement in lieu of furnishing or maintaining the performance bond described in the preceding paragraph if agreeable by Owner. It is agreed that the escrow account may not be withdrawn by Contractor until Owner certifies to the bank that Contractor has performed this Agreement. Interest paid by such bank on such escrow account shall be accumulated in the account.

If at any time during the term of this Agreement Contractor fails to maintain the performance bond or to provide the sum in escrow in lieu of performance bond, as required by the preceding two paragraphs, Owner may withhold amounts from its payment for solid waste disposal hereunder; not to exceed 50% of the total payment each month, until such time that Owner has withheld \$50,000, and Owner shall retain this amount until such time that Contractor's obligations under this

Agreement have been fulfilled. At such time as Contractor provides a performance bond or sum in escrow in lieu of performance bond as required by the preceding two paragraphs, any amounts retained by Owner under the provisions of this paragraph shall be reimbursed to Contractor. No interest shall be paid by Owner to Contractor on such retainage. Retainage by Owner of amounts as provided in this paragraph shall not relieve Contractor of its obligation to provide a performance bond or sum in escrow in lieu of performance bond as required by the preceding two paragraphs, nor shall such retainage constitute waiver of any of the rights of Owner under those paragraphs.

Performance bonding requirements for Contract A45A (\$50,000) shall be in addition to bonding requirements for Contract A45B (\$200,000). Performance bond(s) will provide security for the Contractor's performance of Contract A45A and Contract A45B.

G. Force Majeure

The term "force majeure" as used herein shall mean any cause beyond the control and without fault or negligence of the party affected thereby, such as acts of God, acts of the public enemy, insurrections, riots, labor disputes or strikes, fires, explosions, floods, embargoes, major breakdowns to plant or equipment, orders or acts of civil or military authority, or any other cause or causes of the same or other kind which wholly prevent or substantially reduce the tendering of the solid waste by Owner for disposal, or the solid waste disposal by Contractor.

If because of force majeure either Contractor or Owner is unable to carry out its obligations under this Agreement, and if such party promptly gives the other party written notice of such force majeure, then the obligations of the parties shall be suspended to the extent of such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch.

Neither party shall be required to settle any strike or labor dispute or otherwise accede to any demand of any employee, group of employees, or labor organizations contrary to the wishes of that party. The manner in which all such difficulties shall be handled shall be entirely within the discretion of the party concerned. When necessitated by force majeure conditions, Owner shall have the right to dispose of solid waste by such means as it sees fit.

H. Indemnity

Contractor agrees fully to indemnify and hold harmless Owner from and against all claims or actions and all expenses, including but not limited to attorney fees incidental to the defense of any such claims or actions based upon or arising out of the performance of this Agreement or by conditions created hereby (unless due to fault or negligence of Owner), and, among other things, if requested by Owner, to assume without expense to Owner the defense of such claims or actions.

Contractor promises and agrees to comply with all federal, state, county, and municipal laws, regulations and rulings, and any amendments thereto, now or during the performance of this Agreement applicable to the business, equipment, and personnel of said Contractor, including but not limited to Workmen's Compensation laws, unemployment insurance laws, Old Age Assistance or pension laws, and all laws regulating the wages, hours, or other conditions of employment, and all other similar laws and amendments. Contractor agrees to be responsible for and to indemnify and save harmless Owner from all fines, penalties or losses incurred by reason of the violation of any law, regulation or ordinance based on or arising out of the performance of this Agreement or by conditions created hereby (unless due to fault or negligence of Owner) and further agrees to defend at Contractor's expense any and all suits or actions, civil or criminal, arising out of such claims or matters.

Contractor also agrees to accept full and exclusive liability for and indemnify Owner against the payment of any and all contributions and withholding deductions for unemployment insurance, workmen's compensation insurance, old age pensions, annuities, income taxes, or otherwise, now or hereafter imposed by any law or enactment of the United States or of any state, district or jurisdiction measured by the wages, salaries, or other compensation paid to persons employed by contractor or any subcontractor in connection with the performance of the work and/or services hereby provided for, so far as Contractor may be required to pay or collect or deduct and pay such contributions and taxes. Contractor represents and warrants that Contractor is, and during the performance hereof will continue to be, registered as an employer under Federal and State laws, as evidenced by photostatic or certified copies of certificates of registration to be submitted by Contractor to Owner.

Contractor agrees to defend at its expense any and all suits founded on a claim that the services rendered or methods or techniques employed under this agreement infringe any patent, and Contractor agrees to indemnify Owner under this agreement against any judgments and costs resulting from any such suit.

I. Contractor-Furnished Insurance

Throughout the duration of this Agreement, Contractor shall provide for itself the designated insurance coverages specified herein, and shall require all subcontractors, vendors, material dealers, and suppliers performing any operations or services at Owner's plant sites to provide the coverages specified.

Owner shall be named as an additional insured in all such policies insofar as the applicability of such policies pertains to this Agreement.

No work shall be performed at Owner's plant sites until all coverages required under this section have been obtained and satisfactory certificates of insurance filed with Owner. Contractor shall submit to Owner Certificates of Insurance evidencing the required coverages for itself, its subcontractors, and any of its vendors, material dealers, and suppliers performing any operations or services at Owner's Plant. Such certificates shall be delivered to Owner prior to any affected party commencing or performing any work or services at Owner's Plant. Such certificates shall state that 60 days advance written notice of cancellation or policy change will be given to Owner.

Failure of Contractor to submit for itself, its subcontractors, or any of its vendors, material dealers, or suppliers such certificates shall not relieve these parties from the responsibility to provide the specified insurance coverages. Owner shall have the right to suspend all work hereunder at Owner's Plant until the insurance requirements have been satisfied.

a. Comprehensive Automobile Liability Insurance

Contractor and each of its subcontractors, vendors, material dealers, and suppliers performing operations or services at Owner's Plant shall provide at their own expense Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work.

The liability limits shall not be less than:

Bodily Injury	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence

b. Worker's Compensation and Employer's Liability

Contractor and any subcontractor, vendor, material dealer, or supplier who performs work at Owner's Plant shall carry at their own expense Worker's Compensation and Employers' Liability insurance with Broad Form All States Endorsement with the following liability limits:

Worker's Compensation	Statutory
Employers' Liability	Statutory, but not less than \$1,000,000 each employee

c. Comprehensive General Liability

Contractor and any subcontractor, vendor, material dealer, or supplier who performs work at Owner's Plant shall carry at their

own expense Comprehensive General Liability Insurance with the following coverages:

(1) Bodily Injury and Property Damage with the following limits

Bodily Injury \$2,000,000 each occurrence

Property Damage \$2,000,000 each occurrence

(2) Blanket Contractual Liability

(3) Owner's and Contractor's Protective Liability

(4) Broad Form Property Damage Liability

(5) Explosion, Collapse, and Underground Damage Liability

(6) Products and Completed Operations

J. Independent Contractor

Contractor agrees to perform said work and/or services strictly as an independent contractor. Contractor is not an agent or employee of Owner but is independent of any managerial control or direction by Owner in the work hereunder and is free to perform, by such means and in such manner as Contractor may choose, all work in pursuance of commitments hereunder.

K. Subcontractors

Contractor shall not engage services of any subcontractor for work hereunder involving entry of the subcontractors' employees into Owners' Plant or the removal of the solid waste by truck from Owner's Plant without prior approval of Owner, such approval not to be unreasonably withheld. Owner may for good cause require Contractor to discontinue employment of any such subcontractor.

Contractor shall bind every subcontractor and every subcontractor shall be bound to Contractor by the provisions of this Agreement. Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors, in the same manner and to the same extent that it is responsible for the acts and omissions of persons directly employed by it.

Nothing contained herein shall create any contractual relation between any subcontractor and Owner.

L. Conflict of Interest

Contractor warrants and represents that it has not and will not make any payment or give any gift of value exceeding that prohibited by

Owner's conflict-of-interest policy in effect at the time to any employee, officer or director of Owner or their families. Such payment or gift shall give Owner the right to terminate this Contract.

M. Notices

Any notice, request, or approval or other document required or permitted to be given under this Contract shall be in writing unless otherwise provided herein and shall be deemed to have been sufficiently given if delivered in person, transmitted by telegraph, dispatched in the U.S. mails, postage prepaid for mailing by certified or registered mail, return receipt requested, or dispatched for delivery by other courier service providing a return receipt, addressed as follows:

If to Owner, addressed to:

Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Attention: Vice General Manager of Production

And one copied to operator:

Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Attention: Manager of Purchasing

If to Contractor, addressed to:

Either party hereto may change the person or address specified herein upon giving of notice to the other party hereto of such changes.

N. Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky, and all questions of performance hereunder shall be determined in accordance with such laws.

O. Arbitration

Any controversy or claim arising out of or related to this Contract or the breach thereof shall be settled by arbitration in Henderson, Kentucky in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The American Arbitration Association shall act

only in the selection of the Arbitrators, and no administrative services shall be required of it thereafter. Any controversy or claim to be settled by arbitration in accordance herewith shall be submitted to three Arbitrators selected from the panels of the American Arbitration Association. All procedural rulings shall be made by the Chief Arbitrator who shall be named by vote of the Arbitrators. No person shall be appointed Arbitrator who has had any past or present relationship to either party. Persons with such relationship shall include but not be limited to attorneys, accountants, or other contractors or consultants.

In the arbitration proceedings, the parties may obtain pre and post hearing discovery by the same methods provided by the Kentucky Rules of Civil Procedure, as then in effect. The Chief Arbitrator will decide any issues concerning discovery. The subpoena powers given by the law to the Arbitrators shall be effective for the subpoena of witnesses to give their depositions in discovery proceedings. The discovery may be conducted at any place, subject to the power of the Chief Arbitrator to make protective orders in accordance with the Kentucky Rules of Civil Procedure.

Arbitrators shall make findings as to the facts in dispute and shall be bound by the same authority as a Kentucky trial court of general jurisdiction in applying the law to the facts.

In any arbitration the expense of the Arbitrators, any fees of the American Arbitration Association, and the cost of the original transcript shall be divided equally between the Owner and Contractor.

The factual determination of the Arbitrators upon any questions submitted to them hereunder shall be final and binding upon the parties. Determinations of the Arbitrators which are errors of construction of the Contract or errors of law shall not be final and binding. This provision shall survive the termination of this Contract.

A demand for arbitration may not be made after the date when such dispute would be barred by the applicable statute of limitations.

P. Alternative Dispute Resolution Methods

Notwithstanding the provision of the arbitration of all disputes, the Owner and Contractor may upon mutual agreement, employ any other Alternative Dispute Resolution Methods.

Q. Successors and Assigns

This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, subject to the following:

- a. This Contract may not be assigned by Contractor without the written consent of Owner.
- b. There shall be no limitation on assignability by Owner.

THE GREEN STATION LANDFILL CONTRACT A45A
BETWEEN BIG RIVERS ELECTRIC CORPORATION AND _____
EXHIBIT B
PERFORMANCE BOND

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS,

That we _____ (hereinafter called the Principal),
and _____ (hereinafter called the
Surety), are held and firmly bound unto BIG RIVERS ELECTRIC CORPORATION
(hereinafter called the Obligee), in the full and just sum of Fifty Thousand
and no/100 Dollars (\$50,000), separate and above bonding requirements of
Contract A45B, lawful money of the United States, for the payment of which,
well and truly to be made, we bind ourselves, our heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, The said Principal has executed and entered into a contract
with Big Rivers Electric Corporation, the said Obligee dated _____,
1995 for such prices as required to place solid waste in the Green landfill
and related work required by the Contracts; which contracts are hereto
annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the
said Principal shall well and truly perform and fulfill all and every the
covenants, conditions, stipulations and agreements in said contracts mentioned
to be performed and fulfilled, and shall keep the said Obligee harmless and
indemnified from and against all and every claim, demand, judgment, lien, cost
and fee of every description incurred in suits or otherwise against the said
Obligee, growing out of or incurred in, the prosecution of said work according
to the terms of the said contract, and shall repay to the said Obligee all
sums of money which the said Obligee may pay to other persons on account of
work and labor done or materials furnished on or for said contract, and if the
said Principal shall pay to the said Obligee all damages or forfeitures which
may be sustained by reason of the non-performance or mal-performance on the
part of the said Principal of any of the covenants, conditions, stipulations
and agreements of said contract, then this obligation shall be void; otherwise
the same shall remain in full force and virtue.

IT IS HOWEVER, MUTUALLY UNDERSTOOD BETWEEN THE PARTIES HERETO, That
in no event shall the Surety be liable for a greater sum than the penalty of
this bond, or subject to any suit, action or other proceeding thereon that is
instituted later than one year after the contractor has completed performance
of the contract(s) under the terms of said contract(s).

PROVIDED, HOWEVER, That in the event of any default on the part of said Principal in the performance of any of the terms, covenants or conditions of said contract, or in the event of any claim, demand, judgment, lien, cost or fee being obtained or made against the said Oblige, for or on account of the prosecution of the work as aforesaid, written notice thereof, with a statement of the principal facts showing such claim, demand, judgment, lien, cost or fee and the date thereof, shall within ninety days after the same shall have come to the notice of the said Oblige, be given to _____, at its office in the City of _____, and to the surety at its office in the City of _____.

PROVIDED, FURTHER, That the Surety shall not be obligated to furnish any bond or obligation other than the one executed.

Signed, sealed and delivered _____
(date)

PRINCIPAL:

Witness as to
Principal: _____

By: _____

SURETY:

By: _____
Attorney-in-Fact

Contractor's Bond must be accompanied by a Power of Attorney authorizing execution on behalf of the surety and must be countersigned by a duly authorized Kentucky resident agent of surety.

DRAWING LIST

For Three Year Green Landfill Project

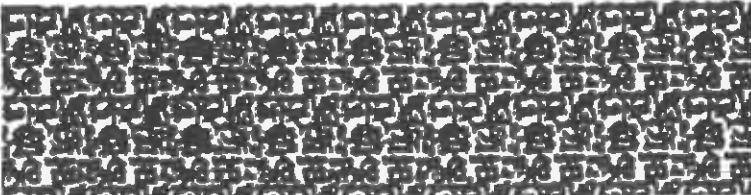
CONTRACT A45

COMPANY/VENDOR	DRAWING NO.	DESCRIPTION
BREC	C01	Green Plant & Landfill Aerial View
BREC	C02	Green/HMPL Facilities Plan
BREC	C03	Plan - North Green Landfill
BREC	C04	Plan - South Green Landfill
BREC	C05	Design Cross Sections
BREC	C06	Design Cross Sections
BREC	C07	Design Cross Sections
BREC	C08	Design Cross Sections
BREC	C09	Design Cross Sections
BREC	C10	Drainage & Cover Cross Sections

BIG RIVERS

ELECTRIC CORPORATION

201 THIRD STREET - P.O. BOX 24
 HENDERSON, KENTUCKY 42420
 TELEPHONE 932/327-2561



Charab Environmental Services
 P.O. Box 813
 815 Central City Road
 Madisonville, KY 42431
 Attn: Charlie Price

THIS IS NOT AN ORDER

On-site landfill services for
 Option 2) but should now
 possibilities would not begin
 if conditions shall still be

QUOTATIONS MUST
 BE IN THIS OFFICE

SHIP TO: Material in the
 form as material is placed

ADDENDUM 1A TO RFQ 9492 - SOLID WASTE LANDFILL SERVICE CONTRACT

SHIPMENT CAN BE MADE _____ DAYS FROM RECEIPT OF ORDER

TERMS: Item 1 on _____ DATE and
 PLEASE QUOTE ITEMIZED PRICES FOR MATERIALS LISTED BELOW _____ Discounted from receiving date unless otherwise specified.

ITEM	QUANTITY	UNIT	ITEM AND SPECIFICATION	UNIT PRICE	LESS DISC.	NET
			<p>ADDENDUM NO. 1A - CLARIFICATIONS TO CONTRACT A45A, SPECIFICATIONS - RFQ 9492 - BIG RIVERS ELECTRIC CORPORATION (BREC)</p> <p>Please add the attached clarifications to the contract specification and return same as part of your bid package.</p> <p><i>Charlie Price</i> Contractor</p> <p>4-4-95 Date</p> <p> TRANSPORTATION CHARGES MUST BE PREPAID</p>			

WE RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS

ESTIMATED SHIPPING WEIGHT _____

DATE: March 16, 1995

RFQ 9492
 BREC

This inquiry implies no obligation on the part of the buyer. The undersigned offers the prices,
 terms and delivery herein set forth.

BY: Don Mace

Purchasing Department

BY: _____

TITLE _____

ADDENDUM 1A

CLARIFICATIONS TO CONTRACT A45A SPECIFICATIONS

RFQ 9492

1. Costain has exercised their contractual right and is therefore responsible to handle Green Station solid waste removal for the period July 1, 1995 through June 30, 1998. Big Rivers has the right to cancel offsite solid waste removal by Costain with a hundred and twenty day notice. Bidders are to submit pricing for on site landfill services for combined solid waste tonnage (Option 1 and Option 2) but should now realize that Green Station solid waste responsibilities would not begin until September 1, 1995. Start date for all options shall still be considered July 1, 1995.
2. Contractor shall be permitted to place solid waste material in the landfill in any location and any sequence so long as material is placed south of Station 9 + 00 in accordance with other specification requirements. This change shall apply for all bid options except for Item 3 on Proposal Submission Form (three year term) for Option 1 and Option 2. In other words, except for a three year combined solid waste award, contractor may place solid waste material in any location in the designated landfill area to the south of Station 9 + 00. Contractor does not have to work west to east and start in southwest corner for solid waste placement unless awarded a three year combined (Green Station and HMP&L Station Two) tonnage contract. (See II.C.3. page 8 of specification).

SOLID WASTE LANDFILL SERVICE CONTRACT

CONTRACT NO. A45B

CONTRACT made May 9, 1995, between **UTILITY COMMISSION FOR THE CITY OF HENDERSON, KENTUCKY**, herein referred to as OWNER, and Charah Environmental Services, with principal offices at Madisonville, KY 42431, herein referred to as CONTRACTOR.

CITY INCLUDES UTILITY COMMISSION - It is recognized by the parties that the city operates, manages and controls its electric utility system through its City of Henderson Utility Commission, appointed pursuant to KRS 96.530. All references to City under the terms and provisions of the Agreement shall include its City of Henderson Utility Commission to the extent applicable.

The parties agree that all rights and obligations of City under the terms and provisions of this Agreement shall also constitute rights and obligations of the City of Henderson Utility Commission. By its execution of this Agreement the City of Henderson Utility Commission covenants and agrees that all references to City under the terms and provisions of this Agreement shall include the City of Henderson Utility Commission, and that it shall be obligated under this Agreement accordingly.

RECITALS

WHEREAS, after due advertisement, bids were publicly opened by Big Rivers Electric Corporation on April 4, 1995 at 1:00 p.m. CST, for the award of the **SOLID WASTE LANDFILL SERVICE CONTRACT NO. A45B.**

WHEREAS, Contractor desires to provide its services to Owner by loading the solid waste into trucks, hauling the solid waste from Owner's secondary dewatering (SDW) laydown area to Operator's landfill, placing and covering solid waste in the Operator's landfill and performing related work in accordance with applicable governmental laws, regulations, and the accompanying specification and drawings, and

WHEREAS, Owner desires to engage the services of Contractor for loading, hauling, placement, and covering of solid waste and related work, and

WHEREAS, the parties hereto desire to set forth their mutual understandings and covenants with regard to the loading, hauling, placement and covering of solid waste;

NOW, THEREFORE, in consideration of the mutual covenants stated in this contract and in the contract documents, Owner and Contractor agree as follows:

1. DESCRIPTION OF WORK Contractor will perform all work as shown in the contract documents (as defined herein) for the execution of this Solid Waste Landfill Service Contract.

2. CONTRACT CONTROL AND RESPONSIBILITY. The Plant Superintendent of the Station Two electric generating facility, or his designated representative, employed by Big Rivers Electric Corporation shall have the overall control and responsibility of the performance of this contract by the Contractor in behalf of the Owner.

3. CONTRACT TERM. The solid waste landfill service work under this contract shall be performed from July 1, 1995 to June 30, 1998.

4. CONTRACT PRICE. Big Rivers Electric Corporation, on behalf of the Owner, shall pay Contractor for performance of the work in accordance with this paragraph and the balance of the contract documents, subject to adjustment by modifications as provided in Part III, Terms and Conditions and Section B., Billings and Payment, of the solid waste landfill specification. Owner shall compensate Contractor 1.74 per ton of solid waste (pozatec) loaded into trucks by Contractor from Owner's secondary dewatering (SDW) laydown area with all solid waste materials being hauled by Contractor to Operator's landfill, placed and covered in the landfill with said services and related work to be in compliance with applicable governmental laws, regulations, and accompanying specification and drawings to complete work for the term of this contract regarding loading, hauling, and placing of solid waste through June 30, 1998; and completing cover, seeding, and drainage requirements beyond hauling termination date as required to be in compliance with specifications and drawings and government regulations.

5. CONTRACT DOCUMENTS. The contract documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- (a) Solid Waste Landfill Service Contract No. A45B;
- (b) Invitation to Bid and Advertisement
- (c) Instructions to Bidders;
- (d) General Conditions;
- (e) Proposal Submission Form;
- (f) EEO Form;
- (g) Certificate of Contractor Form;

- (h) Certifications Regarding Lobbying and Debarment;
- (i) Solid Waste Landfill Specification;
- (j) Performance Bond
- (k) Drawings;
- (l) Any modifications, including change orders duly delivered after execution of this contract.

6. APPROVALS.

The effective date of this Agreement shall be postponed until it is approved, in writing, by the Rural Utilities Service of the United States Department of Agriculture ("RUS"), or until RUS disclaims, in writing, any requirement for approval of this Agreement by RUS.

7. MISCELLANEOUS.

(a) Terms used in this contract shall have the same meanings as defined in the general conditions.

(b) The relation of the Contractor to the Owner shall be that of independent contractor.

(c) Contractor shall not, without prior written consent of the Owner, assign or sublet in whole or part his interest under any of the contract documents and, additionally, Contractor shall not assign any monies due or to become due without the prior written consent of Owner.

(d) Owner and Contractor each binds itself, its partners, heirs, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

(e) The contract documents constitute the entire agreement between Owner and Contractor. The contract documents shall not be altered or amended, except in writing signed by both parties.

(f) The invalidity of any term or provision in the contract shall not affect the validity of any remaining term or provision in the contract.

WITNESS the signatures of the duly authorized officers of the parties hereto this the day and date first above written.

OWNER:

UTILITY COMMISSION FOR THE
CITY OF HENDERSON, KENTUCKY

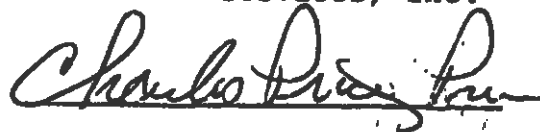
BY:



ATTEST:



CONTRACTOR: Charah Environmental
Services, Inc.



ATTEST:

Barbara A. Renbold, Notary
My Commission
expires 10-18-98

**INVITATION TO BID
AND
ADVERTISEMENT**

Big Rivers Electric Corporation will receive sealed bids on behalf of the Utility Commission for the City of Henderson, Kentucky for Solid Waste Landfill Service contract work to be performed at the Station Two electric generating facilities until 1:00 o'clock p.m. CST on April 4, 1995 at its offices, 201 Third Street, Henderson, Kentucky, at which time all bids will be publicly opened. Each bid, together with the name of the bidder, shall be recorded and be open to public inspection.

Bid Reference and Description of Materials, Labor and Services to be Supplied: One, Two or Three Year Solid Waste Landfill Service Contract. Term of the Contract to be Valid from July 1, 1995. Term of contract for load, haul and place obligations to be one, two or three years.

A prebid meeting will be held on March 8, 1995 at 9:30 a.m. CST at the Green Station Safety & Training Room near Sebree, KY.

Copies of all contract and bid documents may be obtained from the Purchasing Department of Big Rivers Electric Corporation prior to the bid opening date and contain a detailed description of the work to be and specifications.

The City of Henderson Utility Commission reserves the right to reject any or all bids, to waive irregularities therein and to determine the lowest and best bid. All bidders must agree that such rejection shall be without liability on the part of the Owner for any penalty brought by and bidder because of rejection, nor shall the bidders seek any recourse of any kind against the Owner because of such rejections; and the filing of any bid in response to this invitation shall constitute an agreement of the bidder to these conditions.

INSTRUCTION TO BIDDERS

INTRODUCTORY INFORMATION

"OWNER" SHALL MEAN THE CITY UTILITY COMMISSION, HENDERSON, KENTUCKY.

A. Terms Defined: Terms used in these instructions to bidders and elsewhere throughout the contract documents are defined in The General Conditions.

B. Qualification of Bidders: It is understood that the final decision as regards adequate qualifications of any bidder will be made by the Owner. Contract award will be made to the lowest and best bidder considering, but not limited to, the following: price, experience, past performance, and adequacy of equipment and personnel as determined by the Owner.

C. Non-discrimination: The Contractor agrees to comply, and cause each subcontractor if any, to comply with all federal and state laws, regulations pertaining to nondiscrimination in connection with the contract, including but not limited to, employment, procurement of materials, and leases of equipment

D. Interpretation of Specifications: If any person who contemplates submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Owner a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such

documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.

It shall be the responsibility of the bidder to advise the Owner of conflicting requirements or omissions of information which are necessary to a clear understanding of the work before the date set for opening bids. Those questions not resolved by addenda shall be listed in the proposal, together with statements of the basis upon which the proposal is made as affected by each question.

E. Acceptance and Rejection of Bids: The Owner reserves the right to accept the bid which, in his judgment, is the lowest and best bid; to reject any and all bids; and to waive irregularities and informalities in any bid that is submitted. Bids received after the specified time of closing will be returned unopened.

F. Modification or Withdrawal of Bids: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed, and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids.

No bidder may withdraw his bid for a period of ninety days after bids are opened. Owner may at his sole discretion release any bid at any time.

G. Submission of Bid: Bid documents and other information shall be sealed in envelopes marked with inquiry number, title, and the name and address of bidder.

Deliver sealed bid to the address designated in Invitation to Bid.

H. Award: Bids may be held for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to the awarding of the contract and shall not be withdrawn during this period.

I. Indirect Costs

1. Taxes: The prices set forth in the proposal shall include any sums which are or may be payable by the Contractor on account of taxes imposed by any State of Kentucky taxing authority upon the sale, purchase, or use of materials. The contractor will pay all taxes imposed by any taxing authority.

2. Royalties: The cost of all royalties and license fees on equipment and materials to be furnished and incorporated in the work shall be included in the bid price.

3. Tests and Inspections: Tests, inspections, and related activities called for throughout the bid documents are responsibility of Contractor unless specified otherwise. The bid price shall include all costs arising from such responsibility.

4. Utilities: Unless otherwise specified, the bidder shall include in his bid the cost of all electrical, water, sanitary, gas, telephone, and similar facilities and services required by him in performing the work.

GENERAL CONDITIONS

A. CONTRACT DOCUMENTS. The contract documents shall consist of the Solid Waste Landfill Service Contract No. A45B, Invitation to Bid and Advertisement, Instructions to Bidders, General Conditions, Proposal Submission Form, EEO Form, Certificate of Contractor Form, Certifications Regarding Lobbying and Debarment, Solid Waste Landfill Specifications, Performance Bond, Drawings, and Any modifications, including change orders duly delivered after execution of this contract.

B. DEFINITIONS. The following terms shall have the meanings indicated in the contract documents as follows:

1. "Contract" or "Contract Documents" shall include the items enumerated above under Contract Documents.

2. "Owner" shall mean the Utility Commission for the City of Henderson, Kentucky and the Henderson Municipal Power and Light System or its agents.

3. "Contractor" shall mean the person, firm or corporation with whom Owner has executed the contract.

4. "Work" shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by Contractor under the contract documents, including the furnishing of all labor, materials, equipment and other incidentals.

5. "Contract Price" shall mean the total monies paid to the Contractor computed under the contract documents.

6. "Modifications" shall mean a written amendment of the contract documents, including change orders or clarifications, which shall be signed by the authorized representatives of the Owner and the Contractor.

CHARAH

PROPOSAL SUBMISSION FORM
HMPL STATION TWO
CONTRACT A45B



A. Submittal

1. At least four (4) copies of proposal shall be sent to:

Mr. D. C. Mann
Manager of Purchasing
Big Rivers Electric Corporation
201 Third Street
Henderson, KY 42420

2. All proposals shall be received by 1:00 p.m. central time, April 4, 1995.
3. Bids are to remain firm for a period of 90 days.

B. Items Needed

1. Contractor (Bidder) to include equipment list with bid package.
2. Contractor (Bidder) shall provide a firm unit price quotation to perform work in accordance with specifications and drawings. City of Henderson Utility Commission reserves the right to reject any and all bids.

a. Option 1 (Pozatec)

Contractor to load, haul, place, and cover combined Pozatec tonnage from Green Station and HMPL Station Two

- | | |
|----------------------------------|------------------|
| 1) July 1, 1995 to June 30, 1996 | <u>1.98</u> /ton |
| 2) July 1, 1995 to June 30, 1997 | <u>1.84</u> /ton |
| 3) July 1, 1995 to June 30, 1998 | <u>1.74</u> /ton |

b. Option 2 (Pozatec)

Same as Option 1 except Owner will be responsible for loading

- | | |
|----------------------------------|------------------|
| 1) July 1, 1995 to June 30, 1996 | <u>1.90</u> /ton |
| 2) July 1, 1995 to June 30, 1997 | <u>1.80</u> /ton |
| 3) July 1, 1995 to June 30, 1998 | <u>1.70</u> /ton |

c. Option 3 (Pozatec)

Owner to load Contractor's truck and Contractor to haul, place, and cover Pozatec tonnage for HMPL Station Two only

- | | |
|----------------------------------|------------------|
| 1) July 1, 1995 to June 30, 1996 | <u>3.58</u> /ton |
| 2) July 1, 1995 to June 30, 1997 | <u>3.46</u> /ton |
| 3) July 1, 1995 to June 30, 1998 | <u>2.85</u> /ton |

d. Option 4 (Pozatec)

Same as Option 3 except Contractor shall be responsible for loading

- | | |
|----------------------------------|------------------|
| 1) July 1, 1995 to June 30, 1996 | <u>3.78</u> /ton |
| 2) July 1, 1995 to June 30, 1997 | <u>3.52</u> /ton |
| 3) July 1, 1995 to June 30, 1998 | <u>2.94</u> /ton |

C. Notes

1. One set of drawings covers both contracts.
2. Option 1 and Option 2 pricing for HMPL Station Two Contract A45B should be in agreement with pricing with Option 1 and Option 2 for Green Contract A45A.

D. Post Prebid Notes 3-16-95

1. HMPL Station Two only, all loading to be completed on Saturday and Sunday within a ten hour period. Sufficient equipment to handle 2,900 tons/day.
2. For a combined tonnage bid award (Option 1 or Option 2), Green tonnage shall not begin until September 1, 1995.

EQUAL OPPORTUNITY ADDENDUM
To Be Inserted in Construction Contracts and
Subcontracts, and Materials Contracts and Purchase Orders

PART I

The Contractor represents that:

It has , does not have , 100 or more employees, and if it has, that

It has , has not , furnished the Equal Employment Opportunity — Employers Information Report Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

PART II

CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities any of its establishments, and that it does not permit its employees to perform their services at any location, its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dress areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART III

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of

color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The term "Contractor" shall also mean "Bidder" or "Seller" in case of materials and equipment contracts and purchase orders, and "Subcontractor" in the case of subcontracts.

The provisions of this addendum are not applicable to any contract or subcontract not exceeding \$10,000.

This addendum supersedes the similar representations and provisions which may be contained in the contract form to which this addendum is attached. The Contractor may disregard the superseded representations and provisions.

Charrah Environmental Services, Inc.
CONTRACTOR

By Charles Piron

Piron TITLE

4-4-95 DATE

CERTIFICATE OF CONTRACTOR

_____ verifies that he is the
_____ of _____, the Contractor,
TIT LE OF OFFICE NAME OF CONTRACTOR
in a Construction Contract No. _____ dated _____, 19____ entered into between the
Contractor and _____ the Owner, for the construction of a Project,
NAME OF BORROWER
which bears the Rural Electrification Administration Project Designation _____
and that he is authorized to and does make this certificate on behalf of said Contractor in order to induce the
Owner to make payment to the Contractor, in accordance with the provisions of said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with said construction
have been paid in full, that the names of manufacturers, materialmen and subcontractors that furnished material
or services or both in connection with such construction and the kind or kinds of material or services or both
so furnished are:

NAME	KIND OF MATERIAL AND SERVICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and that the releases of liens executed by all such manufacturers, materialmen and subcontractors have been
furnished the Owner.

_____ DATE

_____ SIGNATURE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or Cooperative Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or officer or employee of any agency, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or Cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, Subgrants, and Contracts under grants, loans, and Cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Charah Environmental Services, Inc. / Operation of the Green Station Landfill
Organization Name PR/Award Number or Project Name

Charles Price, Pres
Name and Title of Authorized Representative

Charles Price
Signature

4-4-95
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INDELIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

(Before completing certification, read attached instructions)

1. The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Charah Environmental Services, Inc.
Organization Name

Operation of the Green Station Landfill
PR/Award Number or Project Name

Charles Price, Pres
Name and Title of Authorized Representative

Charles Price
Signature

4-4-95
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by the is clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Supplemental Sections To Standard REA Contracts:

Section No. _____ - Debarment.

- a. No legal entity debarred from doing business with the Federal government is eligible to participate in any way in the provision of this material, equipment or services covered by this proposal.
- b. The Bidder must submit with his Proposal a fully executed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" in accordance with regulations implementing Executive Order 12549 Debarment and Suspension, 7 CFR Part 3017, Section 3017.510. A copy of this certification is attached.

SOLID WASTE LANDFILL SPECIFICATION

I. GENERAL SITE DESCRIPTION

The HMPL Station Two/R.D. Green power plant complex is an 830 MW coal fired, scrubbed station operated by Big Rivers Electric Corporation in western Kentucky. The complex is located approximately 15 miles south of Henderson, Kentucky. Coal is supplied to the complex by truck and/or barge from mines located in western Kentucky in close proximity to the station site. The flue gas desulfurization (FGD) system utilizes high-magnesium lime to remove SO₂ from flue gas to meet current air quality standards. Spent FGD slurry from the FGD modules is pumped to thickeners and then on to the secondary dewatering (SDW) process facility where vacuum filters dewater the slurry to a sludge between 45 and 50 percent solids. This sludge is not forced oxidized and is thixotropic in nature. The sludge is blended with fly ash and lime in a pugmill to produce "Pozatec" and is then transported by conveyor and placed in the laydown area by a radial stacker.

The Green Station landfill is located in northeast Webster County, Kentucky to the east of the Pennyriple highway and borders the west edge of the Green River. The site is comprised of approximately one hundred and fifty acres of which some forty-two acres have been previously landfilled with solid waste (Pozatec) and capped with a two foot clay cover and seeded. Within the confines of the landfill are three runoff ponds which contain the runoff in the landfill area. There are several abandoned oil wells in addition to one active well adjacent to the river. An existing system of roads serves as access to most areas of the landfill for light vehicle traffic.

II. RESPONSIBILITIES OF CONTRACTOR

The Contractor shall be responsible to provide services for (loading), transporting, placing, compacting, covering, and seeding of material placed in the SDW laydown area. Material placed in the SDW laydown area may be any of the following in addition to other customary utility waste products which are acceptable for landfilling: 1) FGD sludge 2) fly ash 3) lime 4) bottom ash and 5) any combination of the prior listed items.

Contractor shall give sufficient supervision to the work, using its best skill and attention.

Contractor shall do all work in a safe, expeditious, and workmanlike manner, in accordance with established good practice for the type of work performed, and in compliance with all national, state, county, and other governmental statutes, regulations, and codes applicable to the work and in accordance with the environmental and other permits and licenses obtained by Owner pertaining to its Plant.

Contractor represents, warrants, and covenants that it is an experienced and skillful operator in the business of solid waste disposal or warrants that past experience qualifies Contractor to provide services to operate a solid waste landfill in the Commonwealth of Kentucky. Contractor will at all times have skilled personnel, machinery, equipment, tools, facilities, and capital required in the performance of solid waste disposal. Contractor further represents, warrants, and covenants that it has, prior to bid date, inspected the solid waste material, the site where the solid waste is to be loaded at Owner's Plant and the disposal site, familiarized itself with the work to be performed, the conditions at said sites, and the difficulties attending the performance of the work, and that Contractor has the ability to perform the work as required under this specification.

Contractor shall furnish all labor, supervision, equipment, tools, materials, and supplies for the following work:

- a. Provide the trucks for the hauling of the solid waste from Owner's Plant to the disposal site, and under Option 1, the equipment for loading the solid waste into the trucks.
- b. Load the solid waste into the trucks at the Owner's SDW laydown area. (Load option)
- c. Haul the solid waste by truck from SDW laydown area to the solid waste landfill.
- d. Ensure that disposal of the solid waste at the disposal site is in compliance with applicable governmental laws and regulations.
- e. Dump, spread, and compact solid waste in accordance with specification and plans.
- f. Haul, place, and cover bottom ash loaded by Owner.
- g. Place a final cover of two feet of soil on solid waste in accordance with drawing and specifications.
- h. Seed final cover in accordance with specification.
- i. Maintain slopes and correct erosion as required.
- j. Complete design and installation of drainage pipes, manholes, and ditches in accordance with plans and specifications.
- k. Maintain and modify existing south retention pond in accordance with plans and specifications.
- l. Maintain existing roads, laydown area, ponds, and structures from secondary dewatering area south.

- m. Perform surveying and maintain records to be in accordance with plans and specifications.
- n. Provide new roads as required by Contractor in performance of services for landfilling operations to complete landfill to plan and grades as shown on drawings.

A. Laydown area, haul trucks, and loading equipment.

1. The existing SDW loadout/laydown area for solid waste (Pozatec) is very limited. Two radial stacker conveyor belts service the laydown area at a rated capacity of two hundred tons/hour. It is expected that a conveyor will be in operation approximately sixteen hours a day with run time alternating between conveyors. Contractors that are submitting pricing for HMPL Station Two solid waste tonnage option should be aware that Owner will be responsible to perform loading operation for HMPL Two solid waste tonnage. In the case where Contractor is awarded HMPL Station Two solid waste tonnage only, Owner will also be responsible for loading Green Station solid waste tonnage for off-site disposal. A successful HMPL Station Two bidder should be aware that an off site haul contractor (Costain) will utilize highway semi-trailers and will share the laydown area.

During the term of this specification, Contractor shall have no responsibility for quantities of solid waste given or sold by Owner to other parties. Contractor shall be responsible to load solid material from SDW laydown area, haul, and place solid waste in landfill except for case where Owner is responsible to load Contractor's truck.

The mixture of waste from the flue gas desulfurization system and the fly ash may at times be unusually high in moisture content. Contractor shall be required to load, haul, and place material regardless of condition. At such times when material is wet, Contractor may utilize a liner material, such as plastic, in the truck bed to aid in removal of solid waste material with liner material being subject to State and Owner approval. Contractor shall also be allowed to utilize bottom ash to line truck bed to facilitate dumping of solid waste. Contractor shall load bottom ash with Contractor's own equipment for truck lining at no cost to Owner. Contractor shall be required to supply labor and maintain or modify existing facilities as required to install plastic into bed of trucks.

2. Contractor shall supply sufficient trucks to handle daily production of solid waste materials. Trucks shall meet any and all regulations, licenses, permits, etc. for usage in the Commonwealth of Kentucky for the haulage of solid waste on Owner's property.

3. There are three options that shall be bid for solid waste (Pozatec) removal from SDW laydown (stackout) area. For Option 1 and Option 2 Owner recommends sufficient equipment to handle a minimum daily combined production of 3,300 tons per day of solid waste (Pozatec).
 - a) Option 1: Contractor shall supply loading equipment and sufficient trucks to load, haul, and place solid waste from SDW laydown area to Green landfill for combined solid waste tonnage for HMPL Station Two and Green Station.
 - b) Option 2: Owner to load Contractor's truck, Contractor shall be responsible to haul and place solid waste from SDW laydown area to Green landfill for combined solid waste tonnage for HMPL Station Two and Green Station.
 - c) Option 3: Owner to load Contractor's truck, Contractor shall be responsible to haul solid waste from SDW laydown area to Green landfill for HMPL Station Two solid waste only. HMPL Station Two daily solid waste haul and placement equipment requirement is estimated at 1,300 tons per day.
4. Contractor shall not be in control of radial stacker positioning. Contractor shall make any repairs to stacker and other structures in laydown area due to damage caused by Contractor, to satisfaction of Owner. Repairs will be performed by Owner and deducted from monthly invoices if not completed to satisfaction of Owner.
5. Solid waste capacity in SDW laydown area is very limited for the expected FGD solid waste. Consequently, Contractor shall have backup equipment provisions to provide another loader within twenty-four hours due to equipment failure of primary loading equipment. In the event Contractor fails to perform, Owner shall take whatever action is necessary to remove wastes. Costs of Owner's expense to remove material under such circumstances shall be charged to Contractor.
6. Loading and hauling shall be conducted in daylight hours as much as possible. A six day loading schedule is anticipated. Whenever possible Pozatec should be allowed to sit on load out pad one to two days prior to loading. This "set period" allows for some drying and reaction time which improves handleability of product.
7. Contractor shall be responsible to keep sufficient laydown/loadout area open to allow for daily production of solid waste regardless of weather and/or equipment problems.

8. Contractor should be aware of forced outages and that at times the plant will reduce daily waste production. The Owner will inform Contractor the anticipated resumption of "normal" solid waste production. Owner will not be held liable for any expenses to Contractor for planned or forced outages. A planned outage schedule shall be given to Contractor and updated as warranted. Contractor should expect three weeks of planned outages annually on average for each unit during the length of contract. Major overhaul outages may require outages as long as two months.
9. Owner reserves the right to maintain existing structures in the SDW laydown area. In particular, portions of the concrete pad may require repair/replacement during the term of this specification. Contractor may be required to work extended hours in a more confined loadout area during the term of repairs. Owner or Owner's repair contractor will work in an efficient manner to make such repairs. No extra compensation will be due Contractor as a result of such or similar repairs.
10. Permits and Licenses.

Big Rivers presently maintains an operating permit for the Green landfill. The permit is an inert classification and is in the process of being transferred to a special waste permit. The Green landfill will operate under the existing permit requirements until such time as the special waste permit has been approved. Big Rivers Electric Corporation shall be responsible to maintain the Green landfill permit. Contractor shall bid to requirements and drawings of this specification to provide services for the landfilling of solid waste in the Green Landfill solely owned by Big Rivers. Minor changes are expected to the new permit but changes are not expected to materially affect Contractor's operation of landfill.

In the event a material change occurs, Owner will negotiate value of change with Contractor. If monetary value of change cannot be agreed on by both parties, Owner reserves the exclusive right either to terminate and rebid landfill operation or to have value of change arbitrated.

Contractor shall also operate within the confines of existing KPDES permit which will be maintained and modified by Big Rivers as required by Kentucky EPA. Presently, pH of discharged water shall range between 6 and 9 with a maximum of 50 parts per million (ppm) suspended solids.

Owner shall be responsible for the following environmental related items:

- a) Interpretation and jurisdiction on state regulation
- b) Installation and monitoring of groundwater wells
- c) Monitoring of KPDES discharge points

Contractor should have a working knowledge and understand the operating requirements and restrictions in the Kentucky regulations for special waste landfills.

It shall be the obligation of Contractor to obtain and secure any and all permits or licenses from any appropriate government bodies for the truck transportation and disposal of the solid waste that are required beyond permits acquired by Big Rivers as listed in this section. Big Rivers shall furnish Contractor with technical and environmental information on the composition of the solid waste for the application for permits and licenses as requested by Contractor.

In the event, for which Contractor is responsible, hereunder, that Contractor becomes informed that a governmental agency does not intend to issue, renew, or maintain a permit or license necessary for the hauling and/or disposal of the solid waste and/or that a restriction imposed by law or governmental agency will prevent said hauling and/or disposal of the solid waste, Contractor shall so notify Owner promptly in writing. Contractor shall make its best effort to obtain said permit or license and/or to seek all relief reasonably available under the law from said restriction. Owner shall have the right to assist Contractor.

B. Haul Roads

1. Contractor warrants and represents that it shall obtain any hauling permits required to haul solid waste from Owner's Plant to the Green solid waste landfill.
2. Contractor shall be required to maintain all plant roads that Contractor utilizes in the performance of solid waste removal and disposal. Spillage on roadway is to be minimized as much as feasibly possible. Where Owner or Owner's other contractors damage road surfaces, repair shall be the responsibility of Owner. Contractor shall surface roads with the same type of surface that presently exists. In the event Contractor does not maintain roads to the satisfaction of Owner, Owner shall correct such deficiencies and deduct costs of work from Contractor's monthly invoice. The existing road that leads to the south end of the upper bench has a solid rock base and is in good repair. Minor surfacing and improvements to drainage should allow for immediate use. Access roads to the south end of project shall be provided as deemed necessary by Contractor in the performance of services. Owner strongly recommends that haul roads be located within the area of solid waste placement. Contractor should realize that the existing battery of oil tanks and pond may

interfere with early operations. Contractor shall be allowed to widen road to west in the area of oil tanks. Contractor may be allowed to provide roads outside of solid waste placement area with written permission of Owner's engineer. Prior to road construction in virgin areas, existing topsoil/clay shall be stripped and stockpiled to be utilized for future cover. Roads utilizing Pozatec outside of solid waste placement area shall have slopes covered with sufficient topsoil/clay to support permanent vegetation.

- 3a. Contractor shall be permitted to utilize Reid/HMPL bottom ash for unrestricted road surfacing in the solid waste landfill area. Bottom ash from the Reid/HMPL area will be loaded by Owner in Contractor's trucks with sufficient notice. Owner requires efficient use of trucks to perform loading operation. Trucks are to be fully loaded. There will be no compensation for bottom ash hauled from the Reid/HMPL bottom ash pond. Bottom ash shall not be acceptable for road surfacing in any area outside the confines of the landfill. Contractor may place bottom ash in areas of FGD solid waste but bottom ash shall not be placed on virgin ground, within fifty feet of perimeter edge of landfill, nor within three feet of final elevation of landfill. Bottom ash may be used as a temporary surface in prohibited areas of landfill provided ash is removed and removal verified by Owner's representative prior to placement of Pozatec. In the event of a coal change, Reid/HMPL bottom ash disposal may be limited to placement in active Pozatec laydown area in landfill. Available bottom ash from Reid/HMPL is estimated at 2,200 tons per month.
- 3b. Green bottom ash may be used in the active area of Pozatec placement. Green bottom ash shall not be used for approach road surfacing where runoff is directed to existing ponds. With an anticipated coal change in January of 1996 this restriction will be reviewed and lifted if runoff parameters improve with coal change. Contractor shall load and utilize Green bottom ash at their discretion with no compensation for such work.
4. Contractor should be aware that weather conditions for landfill operation require advanced planning for winter month operation. Haul roads are to be completed to an extent sufficient to allow for year long access to landfill and to meet open acreage requirements.
5. Haul roads shall be constructed to meet OSHA requirements. This shall include but not be limited to making roads to proper width and berming or installing guardrail.
6. Costs of all road construction, maintenance, and culvert installation shall be included in unit rate base bid.

7. Contractor shall be required to water roads or use other appropriate methods to control fugitive dust as required by the Kentucky Division of Air Quality.

C. Landfill Solid Waste Placement Requirements

1. The landfill is to be constructed to lines and grades as shown on drawings. Contractor shall develop and submit a long term (three year) and short term (twelve month) schedule for approval by Owner's engineer in areas to be worked. Schedules shall be submitted to Owner's engineer within 120 days of contract commencement. Short term schedule shall be detailed enough to indicate road construction, areas to be covered, proposed grade, and areas of borrow. Contractor is to take into account existing conditions of landfill and specifications to develop schedule of areas to be worked. Existing survey control points are shown on drawings. Contractor shall maintain and protect existing survey monuments.
2. Contractor shall be allowed to expand landfill to a maximum open exposed area of twenty acres. Inasmuch as possible, Contractor shall work within a twenty acre limit. Contractor may work to final grades and place final cover in order to advance landfill or place temporary cover over solid waste not yet to grade in order to expand to new areas. Owner realizes that these open acreage requirements may need adjusting, and when requested and demonstrated by Contractor to Owner that additional open acreage is required, Owner will seek to receive approval from Kentucky EPA for a revision to the permit to increase open acreage.
3. Solid waste placement shall start to the south end of landfill where landfilling has previously been discontinued. It is understood that Contractor may use solid waste as base material to construct and/or improve roads to service south end of project. Contractor shall work from the southwest corner of landfill establishing west benches first and heading east. In the case of a HMPL Station Two award (Option 3), Contractor shall perform all solid waste placement south of Station 9 + 00 as shown on drawings C-03 and C-06. As conditions warrant, Contractor will open areas to the north after properly stripping topsoil for placement during inclement weather or as south portion of landfill is completed to grade. Contractor should plan to be on site preparing areas to place solid waste thirty days prior to commencement of hauling solid material.
4. In the event that all design cross-sections have been completed in accordance with drawings prior to July 1, 1998, Contractor will be permitted to expand landfill to the east provided that slope does not exceed 3 (Horizontal) to 1 (Vertical). Detailed slope design will be required at north and south end from Owner for expansion beyond design cross-sections, but Contractor will be allowed to advance midsection of landfill uniformly with minor Owner review and approval.

5. Minor modifications may be required to final surface contours to facilitate future drainage requirements. Contractor shall be required to make adjustment to final top contours at no additional cost to Owner provided changes in design contours are submitted to Contractor prior to final cover placement.
6. Owner may require extending landfill approximately one hundred and fifty (150) feet further south to increase volume. Expansion of landfill south shall be at the same unit rate with no additional compensation to Contractor.
7. Generally, all existing solid waste has been covered with two feet of clay cover and seeded. There is about two acres of exposed slope on the southeast side of the landfill primarily used for emergency dumping. Contractor shall be responsible to strip all existing cover material (clay/topsoil) to expose existing solid waste prior to placement of new solid waste. Cover material shall be relocated and protected for future use. Inasmuch as possible, existing covered slopes on the west side of project will not be altered. All flat areas both top and bottom, slopes to east, slope areas to south, and covered areas to northeast shall have cover material removed prior to solid waste placement.
8. Contractor shall dump solid waste in areas to be worked. Material shall be leveled by dozer or other equipment to loose lifts of twenty four inches or less. Spreading and leveling shall be required on all dumped material as product drying allows.
9. After areas have been leveled the solid waste shall be compacted by a flat wheel roller with sufficient energy to reach eighty five (85) percent compaction density (Standard Proctor ASTM D-698). Adjustments may be required in lift thickness to achieve compaction requirements. Contractor shall not be entitled to extra compensation for adjustment to methods to meet compaction requirements. Flat wheel roller compacting should occur weekly, or whenever feasible, and as a minimum all solid waste material is to be rolled prior to the next lift being dumped.
10. Highwalling shall be limited as much as possible and will only be acceptable in times of inclement weather. Contractor shall not dump off of any elevation greater than 15 feet above an elevation to which solid waste material will rest.
11. Solid waste shall be sloped so as to minimize erosion to finished slopes, or to areas of final cover. Water shall not be allowed to pond on solid waste fill. Slopes shall be a minimum of three

percent to a maximum of thirty three percent. Contractor shall take immediate action to correct any ponding areas or conditions that create concentrated elements that will exceed KPDES requirements.

12. Prior to placement of solid waste on virgin ground, the existing area shall be stripped and material utilized for cover if acceptable. The initial two feet of solid waste in a virgin or stripped area shall be Pozatec. Contractor shall be permitted to dig pits to obtain cover material and fill with Pozatec provided that pit bottom elevation is two feet above seasonally high groundwater elevation and other requirements of this specification are maintained. In the event rock is encountered in borrow pits Owner is to be notified immediately. Owner may require rock to be covered with two feet of clay material.
13. In place solid waste shall meet or exceed the following parameters:
 - a. A permeability of 5.0×10^{-6} cm/sec or less at 60 days.
 - b. Compressive strength of five thousand (5,000 lbs/ft²) pounds per square foot after thirty days in place.

Modification in placement and or compaction shall be made to meet requirements a and b above at no cost to Owner. Results to be based on sufficient temperature day curing period.

14. Contractor shall not in any case work outside the boundaries of landfill as shown on drawings. Contractor shall be responsible for any violations, fines, and/or liability as a result of working beyond boundaries. Solid waste fill placement by Contractor shall be limited to west toe of slope to approximately 1,000 feet to the east. Contractor shall be allowed to build roads within the 1,000 feet width with little restriction. Road construction/modification outside of corridor fill width shall require Owner's written approval.

D. Permanent Cover, Temporary Cover, Erosion and Vegetation

1. Permanent cover shall be a soil material twenty four inches in depth placed on final elevation of solid waste where slope does not exceed twenty percent. All depths of cover shall be measured perpendicular to slope. Initial fourteen inches of permanent cover shall have no rocks/shale with a diameter of three inches measured in any direction. The upper ten inches of permanent cover shall be free of rocks, shale, and other unsuitable materials, and be of a material quality to support permanent vegetative cover. In other words, the upper surface of final cover should be topsoil. Any rocks encountered shall immediately be removed by hand or mechanical method.

2. Temporary cover shall be a soil material six inches in depth that will support permanent vegetative growth with the aid of fertilizer and/or lime as required. Rocks larger than three inches in any dimension shall be removed from temporary cover.
3. Contractor shall cover benches and slopes as final grades and elevations are completed. All solid waste shall be covered from the highest eastern point (perpendicular to alignment) to the toe of west slope. Borrow areas shall be exhausted in the following order: 1) existing covered solid waste 2) stockpiles to east and west of southern pond 3) southern pond enlargement 4) borrow pit A working from west to east excavating full depth and backfilling with Pozatec as borrow area progresses. The order of borrow areas may be changed provided no solid waste is placed over designated borrow material.
4. Contractor shall be permitted to obtain cover material from the designated borrow areas and existing cover material as shown on drawings with Owners' permission. Contractor is encouraged to expand southern runoff pond to the west. Grades and slopes of south pond shall be in accordance with drawing. South pond shall be later filled with Pozatec and capped with two feet of clay cover.
5. Contractor shall track in final cover slopes with a dozer.
6. Contractor shall correct erosion to all areas that have been seeded. Repair of erosion areas shall be done in a timely manner to protect other seeded areas or structures. Contractor may be required to utilize geofabrics, including geosynthetics, silt fences, and other appropriate erosion products in locations where vegetation has failed or erosion is a problem. Contractor shall be responsible until one year past placement of final cover and seeding for maintenance of slopes, culverts, and cover.
7. Owner shall be responsible for mowing all areas once permanent vegetative growth has been established. Contractor will be responsible for erosion and overseeding in areas mowed by Owner unless erosion is caused by Owner. Contractor shall be responsible until one year past completion of seeding.
8. Owner maintains the right to withhold \$5,000 per acre for all areas of solid waste uncovered and unseeded during the final eighteen months of this contract. Owner shall not retain more than 10 percent of cumulative monthly invoice total beginning January 1, 1997. The right to withhold retainage to cover open acreage shall be to the sole discretion of Owner.
9. All areas that have been covered with clay or topsoil shall be properly prepared prior to seeding. Upon cover being brought to grade and slope, and rocks having been removed, disking shall be

required to break up large chunks of earth and bring surface to a uniform grade. Seeding and preparation shall be in accordance with the latest edition of KDOT "Standard Specification for Road and Bridge Construction" unless otherwise noted in this specification. Mulching and hydraulic placement of seed and fertilizer may be required on slopes exceeding twenty five percent. Seeding shall be completed between April 1 and June 1 or August 15 and October 10. Except where otherwise noted seed may be placed mechanically or hydraulically (hydroseed).

- a. Fertilizer shall be commercial grade inorganic "10-10-10" and spread at a rate of seven hundred pounds to the acre or Owner approved equal. Verification, by label and purchase receipt submittal, shall be given to Owner.
- b. Lime shall be granular agricultural limestone. Lime shall meet KDOT requirements. Lime application rate shall be two tons per acre. Verification by purchase receipt submittal shall be given to Owner.
- c. Lime and fertilizer shall be fully incorporated into upper surface of prepared seed bed. Incorporation shall include disking unless hydroseeding is to be performed.
- d. Mulch shall be in accordance with KDOT requirements. Mulch shall be applied at one and one half ton per acre. Mulch shall be applied no later than twenty four hours after seeding. Quantity to be verified by documented submittal.
- e. Seed shall conform to all applicable laws of the State of Kentucky. Tags verifying mixture, purity, germination, weed content, name of supplier, and date on which seed was tested shall be supplied to Owner prior to completion of seeding area preparation. Seed shall meet the following requirements on a per acre basis:

	<u>Purity (Min.%)</u>	<u>Germination (Min.)</u>
(55 lb.) Kentucky 31	95	75
(10 lb.) Creeping Red Fescue	95	75
(10 lb.) Perennial Rye	97	85
(5 lb.) White Dutch Clover	96	80
(5 lb.) Annual Lespedeza	97	80
85 lb.		

- f. The Contractor shall be responsible for the proper maintenance of the seeded area during the period when the grass is being established. Surfaces that are damaged shall be repaired by regrading, refertilizing, and reseeding as required. When seeded areas fail for any reason to produce a satisfactory cover, the Contractor shall refertilize and reseed at no additional cost to Owner. The maintenance period shall commence immediately upon completion of the seeding and shall extend until a satisfactory cover, acceptable to Owner, is established.

- g. Areas of temporary and permanent cover require same seeding.
10. Final seed elevation shall be -.1 to +.2 feet of design elevation.

E. Drainage, Drainage Structures, Existing and New Ponds

1. Inasmuch as possible, runoff from active solid waste placement area shall be directed toward the existing south pond. Contractor will be expected to provide ditches, dikes, temporary ponds, and other diversions as necessary to keep pond discharge parameters within acceptable limits. Runoff control will be of key importance during southern landfill development.

As the landfill operations progress north, Owner will require advanced notice to control runoff to east pond along river. Contractor may be required to provide a temporary pond to handle runoff from the north area before releasing to east pond.

2. Runoff pond discharge will be controlled by opening a valve when permit discharge parameters have been met. Owner's plant personnel shall be responsible for operation of pond discharge valve.
3. Existing ditches shall be maintained and cleaned out as required by Contractor.
4. Contractor shall be responsible for any pond cleaning that may be required during the performance of landfill operation. Removal of sediment shall be in accordance with regulations of Kentucky EPA.
5. Contractor may be allowed to provide intermediate (temporary) retaining structures to minimize detrimental runoff effects to runoff ponds. This is particularly pertinent at the south end of project.
6. The existing culvert and catch basin at the southwest area of landfill will require modification. Solid waste landfill Contractor shall be required to perform modification. The present elevation is approximately five feet too high, consequently catch basin and piping must be removed and bench cut to grade. Contractor may utilize remaining pipe to reduce impact to new culvert to the south.
7. Runoff from exposed areas shall be diverted from any piping that will be chemically attacked by such runoff.
9. Two drainage structures are required for this service contract. Drainage structures shall be located approximately at Stations 8 + 50 and 21 + 00 respectively.

10. Drainage culverts and catch basins or alternative drainage structures shall be designed and stamped by a registered professional engineer. Installation shall be provided prior to final cover. Whenever feasible, piping or structure should be installed as slope progresses. Contractor shall submit detailed drawings showing catch basin, profile, grade of pipe, and final fill elevation. Temporary catchbasins may be required prior to completion of final cover requirements.
 - a. Catch basins shall have a metal Neenah top with open grates. Minimum diameter shall be twenty four inches. Top selected shall be submitted to Owner's engineer for approval. Catch basin risers may be Class IV concrete pipe sized to proper diameter to handle inflow and exit flow volumes (forty eight inches is estimated). Design will demonstrate adequacy of grating inlet for intended flows.
 - b. Drainage culverts along side slopes shall be heavy density polyethelene (HDPE or as approved equal) with a minimum SDR of 26. Pipe shall meet ASTM 714 and be installed using butt fusion joints. A substitute pipe material will be considered if reference is made with bid proposal detailing type of material. Pipe shall be installed in accordance with manufacturer's recommendations and standard practice. Pipe shall be engineered and installed to proper lines and grades. Leaks shall not be permissible at joints. Penetration at manhole/catchbasins shall be watertight. Contractor shall be required to make any repairs to failed culverts at no cost to Owner during the term plus one year of landfill operation.
 - c. Contractor may submit an alternate design for conceptual drainage structures as shown on drawing. Two structures are required. Top surface runoff for north structure (STA 8 + 50) shall be 10 acres with a contribution of 2 acres each for the next two benches. For the southern structure (STA 21 + 00), design of top elevation shall be for 20 acres of runoff with a contribution of 3 acres for each of the next two benches.
 - d. Energy dissipators (water) shall be required in intermediate manholes, as well as discharge points into ditches. Contractor shall submit design for Owner's approval prior to installation. Discharge points into primary ditches shall require headwalls and concrete aprons. Design to be approved by Owner's engineer.
11. The ten year, twenty-four hour rainfall event for the Green site is 4.7 inches. Forty-five (45) inches of precipitation should be expected annually.

F. Solid Waste - Pozatec and Bottom Ash

1. The Owner has recently had a slope stability study completed for the type of Pozatec of varying fly ash to FGD filter cake ratios with lime addition. Results have been satisfactory for the proposed slope design of the resultant fly ash from present coal supply. A coal change is expected July 1, 1995 yielding a proposed but not guaranteed fly ash to FGD filtercake of .7 FA to 1.0 FC with 2% lime addition. Contractor shall be required to handle on an average a .6 FA to 1.0 FC with 2% lime addition as a minimum. There may be times when the ratio may fall below minimum and solid waste material (Pozatec) will still be required to be hauled by Contractor but this is not to be considered a typical case and action shall be taken by Owner to correct ratio to minimum specified. A coal change for Green Station is anticipated in January, 1996 which may affect the proposed fly ash to FGD filtercake ratio listed previously.

2. Estimated annual solid waste production:

	<u>Estimated Annual Range (tons)</u>
a) HMPL STA Two Pozatec	200,000 - 300,000
b) Combined Green Station Pozatec, HMPL STA Two Pozatec	720,000 - 1,200,000

Dry density₃ of FGD sludge is estimated at 60 lb/ft³ (dry) and at 95 lb/ft³ (wet)

No guarantee is made on minimum nor maximum annual solid waste tonnage.

3. Owner shall retain the right to give or sell quantities of the solid waste to other parties for use or for resale by those parties; provided, however, Owner may not contract with other parties for disposal of the solid waste with Owner paying such parties for disposal of the solid waste in conflict with this Agreement. Quantities sold or given to others or used for plant purposes shall not be included in the tons invoiced to Owner. Contractor may not sell to third parties without written approval of Owner.

4. For the purpose of this specification Contractor should be aware of two types of solid waste material to be removed and hauled to the landfill.



a. Contractor may utilize Green and/or Reid/HMPL bottom ash in the performance of landfill services. Contractor shall not be compensated for any bottom ash placed in the landfill for a HMPL Station Two (only) solid waste contract.

- b. Enhanced FGD sludge (Pozatec) shall be FGD sludge that has had a specific amount (or ratio) of fly ash and/or quick lime added to create a stabilized product. Anticipated amount of quick lime is projected between two (2) and three (3) percent. Range of fly ash to filter cake (FC) of FGD sludge is expected to be .6:1 to .85:1. Ratios are based on dry weight density.

III. TERMS AND CONDITIONS

A. Owner Administrative

1. Contractor shall abide by all Owner safety requirements in addition to OSHA, state, and federal safety requirements. The safety requirements do not constitute any undertaking by Big Rivers to perform the Contractor's job of protecting his employees and other personnel from job-related injuries. The Contractor is and shall remain solely responsible for such protection. The safety requirements represent the minimum requirements and are intended to cover normal conditions. Each Contractor is also responsible to ensure that his employees comply with Kentucky Occupational Safety and Health laws relating to equipment and operational practices. The failure of a Contractor or his employee to comply with these requirements may constitute cause for corrective action ranging from notice to correct the unsafe condition or act, to removal of personnel from the plant premises. Big Rivers' supervisors and safety and training coordinators are empowered to take such corrective action.
 - a. Each Contractor shall designate a safety contact who will be present at the site full time (such as a foreman). The safety contact will meet with the plant safety and training coordinator before work is started.
 - b. Each Contractor shall furnish first aid facilities for persons in his employ.
 - c. In the event of an accident, Contractor shall immediately act to attend to the injured. He shall take immediate action to prevent injury to others from the same cause. He shall report all such accidents to the Owner.
 - d. Contractor shall file a written report with the Owner of each personal injury accident of persons in his employ.

- b) Contractor may run a new (one or two inch pvc) potable water line from main entrance guardhouse to Contractor's trailer/office for drinking and sanitary use at location near main entrance provided: 1) Contractor provides an acceptable holding tank which is maintained by Contractor at Contractor cost or 2) Contractor installs a grinder/sewage pump and associated piping to tie into Owner's existing 2 inch sewer line near main guardhouse entrance. Contractor shall be responsible to obtain any and all permits required for potable water and sewage service. All facilities will be located in Webster county.
- c) Owner will provide an area for Contractor to wash down equipment. Water for wash down will not be potable water. Wash down requirements shall be kept to a minimum. Wash down area will be in plant area and not located in landfill.
7. Contractor shall be required to obtain their own power service from Henderson Union RECC. An estimate for service will be available at prebid meeting. Owner shall not be responsible for estimate. Contractor is encouraged to pursue specifics of electrical service with Henderson Union.
8. Contractor shall have an on-site designated supervisor. Supervisor shall have the authority to handle day to day functions of landfill operation. Contractor designated supervisor shall be the plant contact for informational purposes.
9. Owner reserves the right to remove any Contractor's employee from site that fails to obey plant rules. Owner also reserves the right to request a new on-site supervisor, if in the opinion of Owner, Contractor's designated supervisor is not performing satisfactorily.
10. Contractor shall submit a list of equipment to be utilized on site in the operation of landfill. Equipment list to be included in bid package submittal. Owner shall review and approve list to be in accordance with permits.
11. On site maintenance shall be performed in a manner accepted and approved by Owner.
12. Contractor shall be prohibited from placing any materials in landfill other than Owner's solid waste.
13. Contractor shall provide containment around fuel and oil tanks. Containment shall consist of earthen dikes and meet with the approval of Owner's environmental representative.
14. It will be the responsibility of Contractor to report and clean up and dispose of any spillage of fuel or oil. Clean up shall be performed to satisfaction of Owner. Owner shall take necessary

steps to correct any spillage to meet Kentucky regulations. Charges for such action by Owner shall be deducted from Contractor's monthly invoice.

15. The Contractor and his employees may be required to sign in and out at the plant security office daily.
16. All tools and equipment shall be checked through the plant warehouse upon arrival and departure.
17. The Owner cannot be held responsible for job delays due to weather. Contractor shall include necessary time in his schedule for possible weather delays.
18. The Contractor shall submit a complete list of all hazardous chemicals that will be used at the workplace. Big Rivers safety and training coordinator shall receive said list and is designated hazard communication representative (HCR). The Contractor shall provide material safety data sheets (MSDS) to the HCR prior to bringing any material on plant site.
19. No changes or deviations from these specifications or additional compensation shall be permitted without advance written approval from the Owner.
20. Contractor's fire protection program shall conform to applicable parts of National Fire Protection Association codes.
21. Contractor shall confine his operation and employees to the plant areas where his work is to be performed.
22. Contractor shall confine his employees to parking area as defined by Owner.
23. Owner's break and lunch areas are not available for the Contractor's use.
24. All materialmen, servicemen or vendors must sign in and out at the plant security office.
25. Contractor shall have regular semi-annual meetings to discuss progress and any problems concerning Green landfill operations. The meeting shall be scheduled in advance with Owner representatives from production, construction, and the environmental departments in attendance.

B. Billing and Payment

1. Contractor shall be compensated for all solid waste material (generally Pozatec) removed by Contractor from the SDW laydown area in accordance with the bid submission form unit base rate.

The base rate shall be effective July 1, 1995 and shall be subject to revision after that date for changes in costs as provided in this specification. The base rate shall constitute the entire charge by Contractor to Owner for the services provided by Contractor including, but not limited to, the direct costs of performing the work and Contractor's profit, all taxes, all fees for permits, licenses, inspections, tests, insurance and bonds, any other indirect costs incurred by Contractor in the performance of this specification.

2. Payment for solid waste removal (generally Pozatec) from the SDW laydown area shall be based on belt scale weight. In the case of a HMPL Station Two tonnage (only) contract, payment will be based on total monthly belt scales weight minus truck scale weight (Green solid waste tonnage removed by Costain). Contractor may request recalibration, and witness such operation being performed to scale when scales are thought to be in error. Owner's personnel presently perform scale calibration at least twice a month. Design calibration is estimated to be within .25% accuracy. Owner will consider independent testing of scales and payment of such service on an apportioned ratio with Contractor based on some agreed upon future criteria.
3. Owner shall furnish Contractor promptly as available the weights required for billing. An invoice for solid waste removed from Owner's Plant in one month shall be rendered to Owner by Contractor on or about the 10th of the following month. The invoice shall detail any Base Rate Revisions and the weight of solid waste material removed. Owner shall remit to Contractor the net amount of the invoice on or about the 25th day of the month following the month in which the solid waste was removed, except that, if the 25th is not a regular working day, payment shall be issued on the next regular working day.

In the event that any Revision to the Base Rate is in process, the billing shall be made on the basis of the existing Revised Base Rate, and an appropriate adjustment shall be made as soon as the new Revised Base Rate is available. In the event that any portion of a billing is in dispute, the undisputed amount shall be paid when due and the disputed portion held in abeyance until the dispute is resolved; provided, however, that Owner may also, at its option, pay the disputed portion or any part thereof without thereby waiving its right to contest such disputed portion.

4. In the case of combined solid waste tonnage contract (Green Station and HMPL Station Two), Owner will be responsible to split tonnage between Green Station and HMPL Station Two. Contractor shall be responsible to submit two monthly invoices, one to each

entity based on monthly tonnage breakdown as determined and submitted to Contractor by Owner. In the case of a HMPL Station Two only contract, only one invoice shall be required.

C. Revisions To Base Rate

The Base Rate shall be increased or decreased as of the first day of each calendar quarter, beginning July 1, 1996 as follows:

- a. Fifty-five percent (55%) of the Base Rate shall be revised in proportion to changes in the Producers Price Index, Industrial Commodities. A Base Period Average Index shall be calculated by averaging the Producer's Price Index, Industrial Commodities, published by the Bureau of Labor Statistics, U.S. Department of Labor, in Producer's Prices and Price Indexes, for the three months of January, February, and March, 1995. A Revised Average Index shall be calculated for each calendar quarter by averaging said Producer's Price Index, Industrial Commodities, for the first three of the last four months preceding that quarter. The revision to 55% of the Base Rate shall be computed for each quarter by dividing the Revised Average Index by the Base Period Average Index and then multiplying the resulting quotient by 55% of the Base Rate.
- b. Twenty percent (20%) of the Base Rate shall be revised in proportion to the index for Distillates, Direct Sales to End Users. A Base Period Average Index shall be calculated by averaging the index for Distillates, Direct Sales to End Users, Code 2911-4132, under Petroleum Refining, Light Fuel Oil, in Table 5 in Producer's Prices and Price Indexes, for the three months of January, February, and March, 1995. A revised Average Index shall be calculated for each calendar quarter by averaging said index for Distillates, Direct Sales to End Users, for the first three of the last four months preceding that quarter. The revision to 20% of the Base Rate shall be computed for each quarter by dividing the Revised Average Index by the Base Period Average Index and then multiplying the resulting quotient by 20% of the Base Rate.
- c. The remaining twenty-five percent (25%) of the Base Rate shall not be revised.
- d. The Revised Base Rate effective for each calendar quarter shall be the sum of the amounts determined under subparagraphs a., b. and c., above.

If Contractor's costs of its work under this contract (including any taxes which hereafter may be assessed on a per-ton of material hauled basis, but not including any other taxes, such as income, excess profits or capital stock taxes, or taxes assessed on payroll), are

increased or decreased, after the date of this contract, by the mandatory requirements of federal, state, or local statutes or regulations, then the Base Rate shall be revised so that the then current Revised Base Rate reflects the effect of the changes on Contractor's costs to the extent that the effect is not already reflected in the base rate revision described. Contractor shall request any rate increase or report any rate decrease under this paragraph promptly upon incurring such cost increase or decrease. Contractor shall promptly advise Owner in writing if it disapproves of any rate increase or decrease approved by Owner or if it intends to initiate arbitration.

Contractor represents and warrants that the Base Rate stated includes the full cost of compliance with all applicable federal, state, and local statutes, regulations, consent decrees, and court orders (including, but not limited to, those relating truck transportation) applying to contractor's obligations hereunder in effect as of the date of this Specification, whether or not same are now being enforced by the applicable governmental authority.

All revisions to the Base Rate shall be computed by contractor and submitted in writing to Owner for approval.

The Base Rate as revised in accordance with this section shall be rounded to the nearest one-hundredth (1/100) of a cent, and shall be the "Revised Base Rate".

The Bureau of Labor Statistics (BUS) is currently using a reference base period of 1982 = 100 for the indices referred to in this agreement. This reference base period is updated periodically. Whenever a new base period is established by the Bureau of Labor Statistics (or its successor), the base period average indices calculated pursuant to the terms of this agreement shall be re-established in accordance with the instructions of the BLS to reflect the new reference base period. Revised average indices shall also be based on indices which reflect a new reference base period.

If the index referred to in this contract is discontinued or otherwise unavailable, or should supervening events or circumstances render inapplicable the method set forth in this section for computing revision to the Base Rates, a method which is as nearly as practicably equivalent shall be substituted.

D. Commencement and Completion Dates

1. Services pertaining to loading, hauling, and placing solid waste material is scheduled to begin on July 1, 1995. Contractor shall be given written notice a minimum of forty five (45) calendar days prior to commencement date. Contractor should be aware that some site preparation work may be required prior to July 1, 1995

haul date. Contractor is encouraged and shall be allowed to perform such prep work prior to July 1, 1995 provided all required documentation has been submitted, signed, and approved.

2. Contractor should be prepared to load, haul and place solid waste from July 1, 1995 until haul completion date as submitted on bid proposal submission form for a one year, two year, or three year term respectively. Contractor shall be required to cover solid material beyond haul completion date to complete cover requirements.
3. Contractor shall warranty vegetation and structures for one year after completion of final seeding.

E. Early Termination

1. Grounds and Procedures for Early Termination Other Than For Default

In addition to grounds for termination which may be available to either party for default, termination may be had by Owner as follows:

- a. In the event that Contractor or Owner, as applicable, is unable to obtain, renew, or maintain permits authorities or certificates, or licenses, restrictions imposed by law or governmental agency, Contractor is prevented from hauling of the waste or performing its work at Owner's landfill for a period of sixty (60) days, Owner at its option may terminate this Contract upon the expiration of that sixty (60) day period.
- b. In the event the total cost to Owner should be increased due to:
 - (1) Owner's cost of bonding or maintenance agreements
 - (2) changes in the mandatory requirements of federal, state, or local statutes or regulations.

and in the event such total cost to Owner becomes a greater amount by twenty percent (20%) or more than the Revised Base Rate would have become without such increases, Owner at its option may give ninety (90) days notice in writing to Contractor of termination of this Contract. Contractor shall have the right to reduce the total cost to Owner to the extent necessary to keep such increase within said twenty per cent (20%) range. If Contractor does not notify Owner of such reduction, this Contract may be terminated by Owner at the expiration of the ninety (90) days.

2. Procedure for Termination for Default

If a party defaults in the performance of this Specification, the other party shall give the defaulting party written notice of the default with a statement setting forth the nature thereof.

Owner shall have sixty (60) days to correct its default after said notice, and, if not corrected, Contractor may terminate this Specification.

Contractor shall make its best efforts to correct its default as soon as possible after said notice and it shall furnish to Owner evidence of its efforts to correct the default. If, in the opinion of Owner, Contractor is not making satisfactory efforts to correct the default, then Owner may terminate this Contract. In any event, Owner may terminate this Contract if Contractor has not corrected the default within sixty (60) days after the aforesaid notice.

3. In the event Contractor cannot fulfill requirements of this specification Owner shall be due compensation from Contractor, for any cost or charges in excess of adjusted base bid to complete solid waste placement for the term of this specification.

F. Performance Bond

Contractor shall furnish at the time the Agreement is executed, and maintain throughout the term of the Agreement, a bond in the form attached hereto as Exhibit A (with Power of Attorney of surety attached to the bond), for the faithful performance of the Agreement, with a surety acceptable to Owner and listed by the U.S. Treasury Department as acceptable for government contracts in the Federal Register, latest such listing, the bond to be in an amount equal to \$200,000. Failure to furnish or keep in force the Performance Bond as required by this Agreement shall be deemed a breach of a material condition of the Agreement, giving Owner the right to terminate the Agreement and assert its remedies thereunder.

Contractor may at any time during the term of this Agreement place the sum of \$200,000 in an escrow account in a bank acceptable to Owner pledged to Owner for the faithful performance of this Agreement in lieu of furnishing or maintaining the performance bond described in the preceding paragraph if agreeable by Owner. It is agreed that the escrow account may not be withdrawn by Contractor until Owner certifies to the bank that Contractor has performed this Agreement. Interest paid by such bank on such escrow account shall be accumulated in the account.

If at any time during the term of this Agreement Contractor fails to maintain the performance bond or to provide the sum in escrow in lieu of performance bond, as required by the preceding two paragraphs,

Owner may withhold amounts from its payment for solid waste disposal hereunder, not to exceed 50% of the total payment each month, until such time that Owner has withheld \$200,000, and Owner shall retain this amount until such time that Contractor's obligations under this Agreement have been fulfilled. At such time as Contractor provides a performance bond or sum in escrow in lieu of performance bond as required by the preceding two paragraphs, any amounts retained by Owner under the provisions of this paragraph shall be reimbursed to Contractor. No interest shall be paid by Owner to Contractor on such retainage. Retainage by Owner of amounts as provided in this paragraph shall not relieve Contractor of its obligation to provide a performance bond or sum in escrow in lieu of performance bond as required by the preceding two paragraphs, nor shall such retainage constitute waiver of any of the rights of Owner under those paragraphs.

All preceding information listed above referring to performance bond pertains to a HMPL Station Two only contract. The City of Henderson Utility Commission will be sole obligee on performance bond for a HMPL Station Two only contract (Exhibit A). In the event a contract for HMPL Station Two and Green Station is awarded to the same contractor, all of the foregoing provisions relating to a performance bond shall be applicable except that an additional performance bond shall be required for an amount of \$50,000 above the performance bond requirements of a HMPL Station Two only contract and Big Rivers shall be the sole obligee on the additional \$50,000 performance bond for Contract A45A. Performance bond(s) will provide security for the contractor's performance of Contract A45A and Contract A45B.

G. Force Majeure

The term "force majeure" as used herein shall mean any cause beyond the control and without fault or negligence of the party affected thereby, such as acts of God, acts of the public enemy, insurrections, riots, labor disputes or strikes, fires, explosions, floods, embargoes, major breakdowns to plant or equipment, orders or acts of civil or military authority, or any other cause or causes of the same or other kind which wholly prevent or substantially reduce the tendering of the solid waste by Owner for disposal, or the solid waste disposal by Contractor.

If because of force majeure either Contractor or Owner is unable to carry out its obligations under this Agreement, and if such party promptly gives the other party written notice of such force majeure, then the obligations of the parties shall be suspended to the extent of such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch.

Neither party shall be required to settle any strike or labor dispute or otherwise accede to any demand of any employee, group of employees, or labor organizations contrary to the wishes of that

party. The manner in which all such difficulties shall be handled shall be entirely within the discretion of the party concerned. When necessitated by force majeure conditions, Owner shall have the right to dispose of solid waste by such means as it sees fit.

H. Indemnity

Contractor agrees fully to indemnify and hold harmless Owner from and against all claims or actions and all expenses, including, but not limited to, attorney fees incidental to the defense of any such claims or actions based upon or arising out of the performance of this Agreement or by conditions created hereby (unless due to fault or negligence of Owner), and, among other things, if requested by Owner, to assume without expense to Owner the defense of such claims or actions.

Contractor promises and agrees to comply with all federal, state, county, and municipal laws, regulations and rulings, and any amendments thereto, now or during the performance of this Agreement applicable to the business, equipment, and personnel of said Contractor, including but not limited to Workmen's Compensation laws, unemployment insurance laws, Old Age Assistance or pension laws, and all laws regulating the wages, hours, or other conditions of employment, and all other similar laws and amendments. Contractor agrees to be responsible for and to indemnify and save harmless Owner from all fines, penalties or losses incurred by reason of the violation of any law, regulation or ordinance based on or arising out of the performance of this Agreement or by conditions created hereby (unless due to fault or negligence of Owner) and further agrees to defend at Contractor's expense any and all suits or actions, civil or criminal, arising out of such claims or matters.

Contractor also agrees to accept full and exclusive liability for and indemnify Owner against the payment of any and all contributions and withholding deductions for unemployment insurance, workmen's compensation insurance, old age pensions, annuities, income taxes, or otherwise, now or hereafter imposed by any law or enactment of the United States or of any state, district or jurisdiction measured by the wages, salaries, or other compensation paid to persons employed by contractor or any subcontractor in connection with the performance of the work and/or services hereby provided for, so far as Contractor may be required to pay or collect or deduct and pay such contributions and taxes. Contractor represents and warrants that Contractor is, and during the performance hereof will continue to be, registered as an employer under Federal and State laws, as evidenced by photostatic or certified copies of certificates of registration to be submitted by Contractor to Owner.

Contractor agrees to defend at its expense any and all suits founded on a claim that the services rendered or methods or techniques employed under this agreement infringe any patent, and Contractor agrees to indemnify Owner under this agreement against any judgments and costs resulting from any such suit.

I. Contractor-Furnished Insurance

Throughout the duration of this Agreement, Contractor shall provide for itself the designated insurance coverages specified herein, and shall require all subcontractors, vendors, material dealers, and suppliers performing any operations or services at Owner's and Big Rivers plant sites to provide the coverages specified.

Owner and Big Rivers shall be named as an additional insured in all such policies insofar as the applicability of such policies pertains to this Agreement.

No work shall be performed at Owner's nor Big Rivers' plant sites until all coverages required under this section have been obtained and satisfactory certificates of insurance filed with Owner and Big Rivers. Contractor shall submit to Owner Certificates of Insurance evidencing the required coverages for itself, its subcontractors, and any of its vendors, material dealers, and suppliers performing any operations or services at Owner's Plant. Such certificates shall be delivered to Owner prior to any affected party commencing or performing any work or services at Owner's Plant. Such certificates shall state that 60 days advance written notice of cancellation or policy change will be given to Owner.

Failure of Contractor to submit for itself, its subcontractors, or any of its vendors, material dealers, or suppliers such certificates shall not relieve these parties from the responsibility to provide the specified insurance coverages. Owner shall have the right to suspend all work hereunder at Owner's Plant until the insurance requirements have been satisfied.

a. Comprehensive Automobile Liability Insurance

Contractor and each of its subcontractors, vendors, material dealers, and suppliers performing operations or services at Owner's Plant shall provide at their own expense Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work.

The liability limits shall not be less than:

Bodily Injury	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence

b. Worker's Compensation and Employer's Liability

Contractor and any subcontractor, vendor, material dealer, or supplier who performs work at Owner's Plant shall carry at their own expense Worker's Compensation and Employers' Liability insurance with Broad Form All States Endorsement with the following liability limits:

Worker's Compensation	Statutory
Employers' Liability	Statutory, but not less than \$1,000,000 each employee

c. Comprehensive General Liability

Contractor and any subcontractor, vendor, material dealer, or supplier who performs work at Owner's Plant shall carry at their own expense Comprehensive General Liability Insurance with the following coverages:

(1) Bodily Injury and Property Damage with the following limits

Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence

(2) Blanket Contractual Liability

(3) Owner's and Contractor's Protective Liability

(4) Broad Form Property Damage Liability

(5) Explosion, Collapse, and Underground Damage Liability

(6) Products and Completed Operations

J. Independent Contractor

Contractor agrees to perform said work and/or services strictly as an independent contractor. Contractor is not an agent or employee of Owner but is independent of any managerial control or direction by Owner in the work hereunder and is free to perform, by such means and in such manner as Contractor may choose, all work in pursuance of commitments hereunder.

K. Subcontractors

Contractor shall not engage services of any subcontractor for work hereunder involving entry of the subcontractors' employees into Owners' Plant or the removal of the solid waste by truck from Owner's Plant without prior approval of Owner, such approval not to be unreasonably withheld. Owner may for good cause require Contractor to discontinue employment of any such subcontractor.

Contractor shall bind every subcontractor and every subcontractor shall be bound to Contractor by the provisions of this Agreement. Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors, in the same manner and to the same extent that it is responsible for the acts and omissions of persons directly employed by it.

Nothing contained herein shall create any contractual relation between any subcontractor and Owner.

L. Conflict of Interest

Contractor warrants and represents that it has not and will not make any payment or give any gift of value exceeding that prohibited by Owner's conflict-of-interest policy in effect at the time to any employee, officer or director of Owner or their families. Such payment or gift shall give Owner the right to terminate this Contract.

M. Notices

Any notice, request, or approval or other document required or permitted to be given under this Contract shall be in writing unless otherwise provided herein and shall be deemed to have been sufficiently given if delivered in person, transmitted by telegraph, dispatched in the U.S. mails, postage prepaid for mailing by certified or registered mail, return receipt requested, or dispatched for delivery by other courier service providing a return receipt, addressed as follows:

If to Owner, addressed to:

City of Henderson, Kentucky
Utility Commission
Henderson, Kentucky 42420
Attention: General Manager

And one copied to operator:

Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Attention: Manager of Purchasing

If to Contractor, addressed to:

Either party hereto may change the person or address specified herein upon giving of notice to the other party hereto of such changes.

N. Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky, and all questions of performance hereunder shall be determined in accordance with such laws.

O. Arbitration

Any controversy or claim arising out of or related to this Contract or the breach thereof shall be settled by arbitration in Henderson, Kentucky in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The American Arbitration Association shall act only in the selection of the Arbitrators, and no administrative services shall be required of it thereafter. Any controversy or claim to be settled by arbitration in accordance herewith shall be submitted to three Arbitrators selected from the panels of the American Arbitration Association. All procedural rulings shall be made by the Chief Arbitrator who shall be named by vote of the Arbitrators. No person shall be appointed Arbitrator who has had any past or present relationship to either party. Persons with such relationship shall include but not be limited to attorneys, accountants, or other contractors or consultants.

In the arbitration proceedings, the parties may obtain pre and post hearing discovery by the same methods provided by the Kentucky Rules of Civil Procedure, as then in effect. The Chief Arbitrator will decide any issues concerning discovery. The subpoena powers given by the law to the Arbitrators shall be effective for the subpoena of witnesses to give their depositions in discovery proceedings. The discovery may be conducted at any place, subject to the power of the Chief Arbitrator to make protective orders in accordance with the Kentucky Rules of Civil Procedure.

Arbitrators shall make findings as to the facts in dispute and shall be bound by the same authority as a Kentucky trial court of general jurisdiction in applying the law to the facts.

In any arbitration the expense of the Arbitrators, any fees of the American Arbitration Association, and the cost of the original transcript shall be divided equally between the Owner and Contractor.

The factual determination of the Arbitrators upon any questions submitted to them hereunder shall be final and binding upon the parties. Determinations of the Arbitrators which are errors of construction of the Contract or errors of law shall not be final and binding. This provision shall survive the termination of this Contract.

A demand for arbitration may not be made after the date when such dispute would be barred by the applicable statute of limitations.

P. Alternative Dispute Resolution Methods

Notwithstanding the provision of the arbitration of all disputes, the Owner and Contractor may upon mutual agreement, employ any other Alternative Dispute Resolution Methods.

Q. Successors and Assigns

This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, subject to the following:

- a. This Contract may not be assigned by Contractor without the written consent of Owner.
- b. There shall be no limitation on assignability by Owner.

HMPL STATION TWO SOLID WASTE LANDFILL CONTRACT A45B
BETWEEN THE CITY OF HENDERSON UTILITY COMMISSION AND
EXHIBIT A
PERFORMANCE BOND

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS,

That we _____ (hereinafter called the Principal),
and _____ (hereinafter called the
Surety), are held and firmly bound unto THE CITY OF HENDERSON UTILITY
COMMISSION, (hereinafter called the Obligee), in the full and just sum of

Two Hundred Thousand and no/100 Dollars (\$200,000),

lawful money of the United States, for the payment of which, well and truly to
be made, we bind ourselves, our heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, The said Principal has executed and entered into a certain
contract with The City of Henderson Utility Commission dated _____,
1995, for such price as is required to place solid waste in the Green landfill
and related work required by the Contract; which contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the
said Principal shall well and truly perform and fulfill all and every the
covenants, conditions, stipulations and agreements in said contract mentioned
to be performed and fulfilled, and shall keep the said Obligee harmless and
indemnified from and against all and every claim, demand, judgment, lien, cost
and fee of every description incurred in suits or otherwise against the said
Obligee, growing out of or incurred in, the prosecution of said work according
to the terms of the said contract, and shall repay to the said Obligee all
sums of money which the said Obligee may pay to other persons on account of
work and labor done or materials furnished on or for said contract, and if the
said Principal shall pay to the said Obligee all damages or forfeitures which
may be sustained by reason of the non-performance or mal-performance on the
part of the said Principal of any of the covenants, conditions, stipulations
and agreements of said contract, then this obligation shall be void; otherwise
the same shall remain in full force and virtue.

IT IS HOWEVER, MUTUALLY UNDERSTOOD BETWEEN THE PARTIES HERETO, That
in no event shall the Surety be liable for a greater sum than the penalty of
this bond, or subject to any suit, action or other proceeding thereon that is
instituted later than one year after the contractor has completed performance
of the contract(s) under the terms of said contract(s).

PROVIDED, HOWEVER, That in the event of any default on the part of said Principal in the performance of any of the terms, covenants or conditions of said contract, or in the event of any claim, demand, judgment, lien, cost or fee being obtained or made against the said Obligee, for or on account of the prosecution of the work as aforesaid, written notice thereof, with a statement of the principal facts showing such claim, demand, judgment, lien, cost or fee and the date thereof, shall within ninety days after the same shall have come to the notice of the said Obligee, be given to _____, at its office in the City of _____ and to surety at its office in the City of _____.

PROVIDED, FURTHER, That the Surety shall not be obligated to furnish any bond or obligation other than the one executed.

Signed, sealed and delivered _____
(date)

PRINCIPAL:

Witness as to
Principal: _____

By: _____

SURETY:

By: _____
Attorney-in-Fact

Contractor's Bond must be accompanied by a Power of Attorney authorizing execution on behalf of the surety and must be countersigned by a duly authorized Kentucky resident agent of surety.

DRAWING LIST

For Three Year Green Landfill Project

CONTRACT A45

COMPANY/VENDOR	DRAWING NO.	DESCRIPTION
BREC	C01	Green Plant & Landfill Aerial View
BREC	C02	Green/HMPL Facilities Plan
BREC	C03	Plan - North Green Landfill
BREC	C04	Plan - South Green Landfill
BREC	C05	Design Cross Sections*
BREC	C06	Design Cross Sections
BREC	C07	Design Cross Sections
BREC	C08	Design Cross Sections
BREC	C09	Design Cross Sections
BREC	C10	Drainage & Cover Cross Sections

* For a HMPL Station Two only award BREC Drawing No. C05 is for informational purposes only.

c. Option 3 (Pozatec)

Owner to load Contractor's truck and Contractor to haul, place, and cover Pozatec tonnage for HMPL Station Two only

- 1) July 1, 1995 to June 30, 1996 _____/ton
- 2) July 1, 1995 to June 30, 1997 _____/ton
- 3) July 1, 1995 to June 30, 1998 _____/ton

d. Option 4 (Pozatec)

Same as Option 3 except Contractor shall be responsible for loading

- 1) July 1, 1995 to June 30, 1996 _____/ton
- 2) July 1, 1995 to June 30, 1997 _____/ton
- 3) July 1, 1995 to June 30, 1998 _____/ton

C. Notes

- 1. One set of drawings covers both contracts.
- 2. Option 1 and Option 2 pricing for HMPL Station Two Contract A45B should be in agreement with pricing with Option 1 and Option 2 for Green Contract A45A.

D. Post Prebid Notes 3-16-95

- 1. HMPL Station Two only, all loading to be completed on Saturday and Sunday within a ten hour period. Sufficient equipment to handle 2,900 tons/day.
- 2. For a combined tonnage bid award (Option 1 or Option 2), Green tonnage shall not begin until September 1, 1995.

**CHANGE ORDER
CITY OF HENDERSON, KENTUCKY
POWER STATION TWO**

Contract SOLID WASTE LANDFILL SERVICE CONTRACT - CONTRACT NO. A45B

Contractor CHARAH ENVIRONMENTAL SERVICES

The above-mentioned contract dated MAY 9, 1995 shall be amended as follows:

CONTRACT TERM REVISION - PAGE 3:

3. CONTRACT TERM

The Solid Waste Landfill Service work under this contract shall be performed from June 10, 1995 to June 30, 1998.

The changes listed above will result in a contract price change of \$ 0.00, making the new contract price as follows:

Original Contract Price.....	\$	-----
Amount of all previous change orders for this contract (+ or -)	\$	-----
Amount of this change order (+ or -)	\$	-----
New contract price, including all change orders to date.....	\$	-----

The change order will modify the contract completion time as follows: No Change

Except as amended above and by any previous change orders, all other provisions of the contract as originally executed shall remain in full force.

This change order is recommended by the Engineer as being desirable for the project, and the price change is considered fair and reasonable.

Date June 2, 1995

Contractor's Acceptance

By Charles Pico

Title Pm.

Date 6-2-95

Purchaser's acceptance
CITY OF HENDERSON, KENTUCKY

By Kendal D. Buer

Date 6-2-95

ADDENDUM 18

CLARIFICATIONS TO CONTRACT A45B SPECIFICATIONS

RFQ 9491

1. Costain has exercised their contractual right and is therefore responsible to handle Green Station solid waste removal for the period July 1, 1995 through June 30, 1998. Big Rivers has the right to cancel offsite solid waste removal by Costain with a hundred and twenty day notice. Bidders are to submit pricing for on site landfill services for combined solid waste tonnage (Option 1 and Option 2) but should now realize that Green Station solid waste responsibilities would not begin until September 1, 1995. Start date for all options shall still be considered July 1, 1995.
2. Clarification to a HMPL Station Two only award (Option 3 and new Option 4) Big Rivers shall load Costain's trucks Monday through Friday. A successful on-site bidder for Option 3 and a new Option 4 shall have sufficient equipment to handle 2,900 tons/day which will be loaded on Saturdays and Sundays. Sufficient equipment should be provided to handle an estimated maximum of (but not guaranteed) 2,900 tons of solid waste in a ten hour period. Successful bidder of Option 3 or new Option 4 should be aware that approximately one weekend a month solid waste tonnage will be adjusted to reflect proper proportions between Green Station and HMPL Station Two. During this "adjustment" weekend, only one day's loading is expected (Saturday or Sunday). A successful bidder (Option 3 or new Option 4) and Big Rivers may mutually agree to some other method to handle solid waste adjustments. The annual tonnages as listed in the specification still apply.
3. Contractor shall be permitted to place solid waste material in the landfill in any location and any sequence so long as material is placed south of Station 9 + 00 in accordance with other specification requirements. This change shall apply for all bid options except for Item 3 on Proposal Submission Form (three year term) for Option 1 and Option 2. In other words, except for a three year combined solid waste award, contractor may place solid waste material in any location in the designated landfill area to the south of Station 9 + 00. Contractor does not have to work west to east and start in southwest corner for solid waste placement unless awarded a three year combined (Green Station and HMP&L Station Two) tonnage contract. (See II.C.3. page 8 of specification).
4. An additional option (Option 4) shall be quoted. Page 02 of the original Proposal Submission Form shall be deleted and discarded and replaced with revision page 02.1. Option 4 shall be the same as Option 3 except that contractor shall supply loader and all loading work shall be performed on weekends (see Item 2 of clarifications Addendum #18).

ADDENDUM 1A

CLARIFICATIONS TO CONTRACT A45A SPECIFICATIONS

RFQ 9492

1. Costain has exercised their contractual right and is therefore responsible to handle Green Station solid waste removal for the period July 1, 1995 through June 30, 1998. Big Rivers has the right to cancel offsite solid waste removal by Costain with a hundred and twenty day notice. Bidders are to submit pricing for on site landfill services for combined solid waste tonnage (Option 1 and Option 2) but should now realize that Green Station solid waste responsibilities would not begin until September 1, 1995. Start date for all options shall still be considered July 1, 1995.
2. Contractor shall be permitted to place solid waste material in the landfill in any location and any sequence so long as material is placed south of Station 9 + 00 in accordance with other specification requirements. This change shall apply for all bid options except for Item 3 on Proposal Submission Form (three year term) for Option 1 and Option 2. In other words, except for a three year combined solid waste award, contractor may place solid waste material in any location in the designated landfill area to the south of Station 9 + 00. Contractor does not have to work west to east and start in southwest corner for solid waste placement unless awarded a three year combined (Green Station and HMP&L Station Two) tonnage contract. (See II.C.3. page 8 of specification).



This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondence related to this order.

BLANKET ORDER		
PURCHASE ORDER NO	REVISION	PAGE
151744	0	1
SHIP TO: BIG RIVERS ELECTIC CORP SEBREE STATION - ATTN: WAREH 9000 HWY 2096 ROBARDS, KY 42452 United States		
BILL TO: BIG RIVERS ELECTIC CORP SEBREE STATION - ATTN: WAREH 9000 HWY 2096 ROBARDS, KY 42452 United States		

VENDOR: CHARAH INC
307 TOWNEPARK CR UNIT M STE 100
LOUISVILLE, KY 40243

VENDOR NO. 31886	DELIVER TO	DATE OF ORDER/BUYER 21-OCT-09 Moore, Steven Douglas	REVISED DATE/BUYER
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-5501 888-306-7995	F.O.B. DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA	VENDOR CONTACT/TELEPHONE N BOONE (502) 245-1353

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
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Special Instructions:

Pricing are as per letter from Nathan Boone, dated April 17, 2009.
 SIGNED COPIES OF THE TERMS AND CONDITIONS, AS WELL AS INSURANCE CERTIFICATION ARE ON FILE AND ARE HEREBY INCORPORATED BY REFERENCE.
 BRFC - CSCAP CERTIFICATION PROGRAM
 General service vendors must be CSCAP certified to perform work at BREC.
 procurement agent designated on the purchase order.
 CONTRACTOR MUST CLEAN UP JOB SITE PRIOR TO FINAL PAYMENT.
 QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:
 steven.moore@bigrivers.com
 VENDOR/VENDOR'S SUBCONTRACTOR SHALL COMPLY WITH ALL KY OCCUPATIONAL SAFETY & HEALTH LAWS RELATING TO EQUIPMENT & OPERATIONAL PRACTICES.
 FAILURE OF VENDOR OR SUBCONTRACTOR TO COMPLY WITH THESE LAWS MAY CONSTITUTE CAUSE FOR CORRECTIVE ACTION RANGING FROM NOTICE TO CORRECT THE UNSAFE CONDITION/ACT, TO REMOVAL OF PERSONNEL FROM THE PREMISES.
 BREC SUPERVISORS/SAFETY/TRAINING COORDINATORS ARE EMPOWERED TO TAKE SUCH CORRECTIVE ACTION.
 THE KY. OSHA HAZARD COMMUNICATION STANDARD (29 CFR 1910, 1200 G. 1.) REQUIRES BREC TO HAVE A MSDS FOR EACH HAZARDOUS CHEMICAL WHICH IT USES. CONSEQUENTLY, BREC REQUIRES THE VENDOR TO SUPPLY A MSDS TO THE WORK LOCATION WAREHOUSE WITH THE SHIPMENT. THE REQUIREMENT OF A MSDS APPLIES TO ALL ELEMENTS AND COMPONENTS OF ASSEMBLED PRODUCTS, INCLUDING, BUT NOT LIMITED TO, GASKETS, PACKING FLUIDS, GASES, AND ALL OTHER INTERNAL CONSTITUENTS. THIS REQUIREMENT IS APPLICABLE WHENEVER, (1) A FIRST-TIME SHIPMENT OR PICKUP EXISTS (2) THE MSDS HAS BEEN REVISED SINCE THE LAST PURCHASE OR (3)

SEE ATTACHMENTS	TOTAL	CONTINUED



This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondence related to this order.

BLANKET ORDER		
PURCHASE ORDER NO.	REVISION	PAGE
151744	0	2
SHIP TO: BIG RIVERS ELECTIC CORP SEBREE STATION - ATTN: WAREH 9000 HWY 2096 ROBARDS,KY 42452 United States		
BILL TO: BIG RIVERS ELECTIC CORP SEBREE STATION - ATTN: WAREH 9000 HWY 2096 ROBARDS,KY 42452 United States		

VENDOR: CHARAH INC
307 TOWNEPARK CR UNIT M STE 100
LOUISVILLE, KY 40243

VENDOR NO. 31886	DELIVER TO	DATE OF ORDER/BUYER 21-OCT-09 Moore, Steven Douglas	REVISED DATE/BUYER
PAYMENT TERMS 30 NET DAYS		BUYER TELEPHONE/FAX 270-844-5501 888-306-7995	F.O.B. DESTINATION
FREIGHT TERMS PREPAID ADD		SHIP VIA	VENDOR CONTACT/TELEPHONE N BOONE (502) 245-1353

ITEM	PART NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
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Special Instructions:

THERE IS UNCERTAINTY REGARDING ITEM (1) AND (2) ABOVE.
 INVOICING REGARDING THIS ORDER REQUIRES INDIVIDUAL TOTALS FOR LABOR AND MATERIALS. (KENTUCKY SALES & USE TAX REQUIREMENT)
 THE CONTRACTOR'S EMPLOYEES ARE REQUIRED TO SIGN-IN AND SIGN-OUT EACH TIME ENTER OR LEAVE THE PLANT SITE. ANY DEVIATIONS TO THIS PROCEDURE MAY RESULT IN NON-PAYMENT TO THE CONTRACTOR.
 NOTICE - SIGN IN, SIGN OUT, REFERENCE BREC PROCEDURE.
 CONTRACTORS AND SUBCONTRACTORS EMPLOYEES SHALL COMPLY WITH ALL FEDERAL, STATE, LOCAL AND BREC SAFETY RULES/REGULATIONS AND/OR SAFETY-RELATED OPERATIONAL PROCEDURES WHERE APPLICABLE.
 THE TERMS AND CONDITIONS AS SET FORTH ON THIS PURCHASE ORDER ARE THE ONLY TERMS AND CONDITIONS THAT GOVERN THIS TRANSACTION.
 BREC PLANT OPERATIONS RECEIVING HOURS FOR MOTOR FREIGHT SHIPMENTS ARE 7:00 A.M. - 3:00 P.M. MONDAY THROUGH FRIDAY, EXCEPT WILSON STATION, WHICH ARE 6:00 A.M. - 2:30 P.M. MONDAY THROUGH FRIDAY; ANY RECEIVING AFTER HOURS MUST BE ARRANGED BY PRIOR AGREEMENT WITH POWER PLANT RECEIVING ONLY.
 DAILY TIME SHEETS, PER EMPLOYEE, MUST BE SUBMITTED BY THE CONTRACTOR IN ORDER TO OBTAIN PAYMENT FROM BREC. THIS IS IN ADDITION TO THE SIGN-IN AND SIGN-OUT BREC PROCEDURE.
 Effective From: 01-NOV-09 To: 31-OCT-12

SEE ATTACHMENTS	TOTAL	CONTINUED




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BLANKET ORDER		
PURCHASE ORDER NO. 151744	REVISION 0	PAGE 2
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ITEM	PART NUMBER/DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
1	To obtain information concerning the certification process, contact the LANDFILL MANAGEMENT AT SEBREE STATION			TON	1.34		

TOTAL	6,247,000.00
	

SEE ATTACHMENTS

STANDARD TERMS AND CONDITIONS

If Seller and Company have a signed General Services Agreement ("GSA") on file then said document shall be applicable to the subject matter of this order, and said GSA is incorporated by reference in this order as if fully set forth herein. Additionally, in the event of a conflict between the terms and conditions set forth in that GSA and this order, the terms and conditions set forth in the GSA shall prevail and control.

1. Billing Instructions: A separate itemized invoice shall be submitted to the "Bill To" address shown on the face of the purchase order for each lot of material shipped or delivered. Invoicing must show purchase order number, line item number and Company item identification number on the invoice and all papers and packages relating to this order.
2. Surcharges: All charges must be pre-approved and referenced within the purchase order or contract. Unapproved charges will not be accepted and will cause the invoice to be rejected and returned. This includes, but is not limited to, surcharges, packing charges, core charges, deposits, and/or any other added costs.
3. Payment Terms: Unless otherwise agreed, payment terms are net 30 days on receipt of properly submitted invoice. Any cash discount terms must be shown on the invoice. Unless agreed upon in advance, COD order will not be accepted.
4. Freight: All goods will be FOB Destination unless agreed to in advance and such changes shall be shown on the Purchase Order. Freight must be transported as listed on the front of the purchase order. Freight that is added to the invoice must be substantiated by attaching to the invoice, original transportation bills receipted to the carrier. No charges for packing, package or drayage will be accepted, except on express agreement to such charges.
5. Quality: All material furnished must be the best of their respective kinds. We reserve the right to reject any and all material received which does not conform to our specifications, or, if not so specified, which does not conform to standard specifications. Material received in excess of quantity ordered and/or at higher price than quoted, will not be accepted unless shipment has been authorized by Company. Seller expressly warrants that the goods and/or services shall:
 - a. Comply strictly with the provisions of the order and all specifications, drawings, and exhibits referred to in the order or thereafter furnished by Company;
 - b. Be new, merchantable, and of the most suitable grade in accordance with the highest industry standards and specifications;
 - c. Be fit for Company's intended purposes;
 - d. Be in full compliance with all applicable laws, ordinances, regulations, codes, and facility rules, including those relating to safety; and
 - e. Be free from any patent, copyright, or trademark claims, infringements or rights of others. All such warranties shall extend for a reasonable time, but in no case less than eighteen (18) months after delivery or twelve (12) months after the start of regular use by Company, whichever occurs first.
6. Force Majeure: Neither party shall be liable to the other for any damages for any failure to perform or for any delays or interruptions beyond that party's reasonable control in performing any of its obligations under this Agreement due to acts of God, fires, floods, earthquakes, riots, war, acts of terrorism, civil insurrection, acts of the public enemy, or acts or failures to act of civil or military authority, unless the time to perform is expressly guaranteed. Contractor shall advise Company immediately of any anticipated and actual failure, delay, or interruption and the cause and estimated duration of such event. Any such failure, delay, or interruption, even though existing on the date of this Agreement or on the date of the start of the Work, shall require Contractor to within five (5) days submit a recovery plan detailing the manner in which the failure, delay, or interruption shall be remedied and the revised schedule. Contractor shall diligently proceed with the Work notwithstanding the occurrence thereof. This Article shall apply only to the part of the Work directly affected by the particular failure, delay, or interruption, and shall not apply to the Work as a whole or any other unaffected part thereof.
7. Indemnification: The Seller shall be responsible for and shall defend, indemnify, and save harmless Big Rivers Electric Corporation from any and all damage, loss, claim, demand, suit, liability, fine, penalty, or forfeiture of every kind and nature, including professional fees and court costs of defending against the same and payment of any settlement or judgment therefore, by reason of:
 - 1.) Injuries or deaths to persons
 - 2.) Damages to or destruction of real, personal, or intangible properties
 - 3.) Violations of any other rights asserted against Big Rivers Electric Corporation, including patents, trademarks, trade names, copyrights, contract rights, and easements
 - 4.) Violations of governmental laws, regulations, or orders whether suffered directly by Big Rivers Electric Corporation itself, or indirectly by reason of claims, demands, or suits against it, resulting or alleged to have resulted from acts of omissions of Seller, its employees, agents, business invitees, or other representatives or from their presence on the premises of Big Rivers Electric Corporation, either solely or in occurrence with any alleged joint negligence of Big Rivers Electric Corporation,Big Rivers Electric Corporation shall be liable for its sole negligence and to the extent of its concurrent negligence. Indemnification of Big Rivers Electric Corporation includes its officers, employees, and agents.
8. Warranties: The Seller warrants that all material on this order conforms to all applicable state and federal laws and regulations with respect to the manufacturer, procurement, sale, and use of such material and Seller agrees to indemnify and save harmless the Company from all claims arising by reason of any violation of said laws or regulations in connection therewith.
 - a. It is agreed by the Seller that any right, cause of action, or remedy under the warranties or undertakings assumed or imposed upon the Seller under this order shall extend without exception to the Company or upon whose behalf this order is issued by the Company, as the interest of such company shall appear.
9. Status of Seller: The Seller agrees that the relationship established by this order constitutes him an independent contractor, and that no tax, assessment or legal liability of the Seller, or of his agents or employees, becomes by reason of this order an obligation of the Company; Seller further agrees that in the event any sales tax is levied on the sale of any of the material furnished on this order in the state of origin or shipment such sales tax shall be borne by the Seller and that should any use tax be levied or applicable on the use of such material by the Company such tax will be handled by the Company with the taxing authorities in the state of such use and shall not be in any way included in the invoice of the Seller.
10. Health & Safety: Seller and Seller's subcontractors are responsible to ensure that their employees comply with Kentucky occupational safety & health laws relating to equipment & operational practices as well as the Company's safety program. Failure to comply with these laws and programs may constitute cause for corrective action ranging from Notice to Correct the unsafe condition or act to removal of personnel from the premises.
11. Safety: In the case of entry by the Seller, or of any of the Seller's agents or employees, upon the property or premises of the Company, for the purpose of construction, erection, inspection or delivery under this order, the Seller agrees to provide all necessary and sufficient safeguards and to take all proper precautions, against the occurrence of accidents, injuries or damages to any person or property and to responsible for and to indemnify and save harmless the Company from all loss or damage and any or all claims arising by reason of accidents, injuries or damage to any persons or property in connection with such work, except such as may be the sole and direct result of negligence on the part of the Company, and from all fines, penalties or loss incurred by reason of the violation of any law, regulation, or ordinance; and further agrees to defend at the Seller's expense any and all suits or actions civil or criminal arising out of such claims or matters.
12. Insurance: Seller shall furnish certificates of insurance, in the name of the Big Rivers Electric Corporation, evidencing insurance coverage of the following types of minimum amounts:
 - a. Workers' compensation and employers liability insurance covering all employees who perform any of the obligations under the contract or Purchase Order, in the amounts required by law. If any employer or employee is not subject to the workers compensation laws of the governing state, then insurance shall be obtained voluntarily to provide coverage to the same extent as though the employer or employee were subject to such laws.
 - b. Comprehensive general liability insurance covering all operation under the contract or Purchase Order: bodily injury - \$1,000,000 each occurrence and aggregate; property damage - \$1,000,000 each occurrence and aggregate. A combined single limit of \$1,000,000 for bodily injury and property damage liability is acceptable. The insurance may be in a policy or policies of insurance. A primary policy and an excess policy including the umbrella or catastrophe form is acceptable. Coverage should include contractual liability, broad form property damage liability, owner's and contractor's protective (independent contractor's) liability, products and completed operations hazard, explosion, collapse, and underground property damage hazard.
 - c. Automotive liability insurance on all motor vehicles used in conjunction with the contract or Purchase Order, whether owned, nonowned, or hired; bodily injury - \$1,000,000 each person and \$1,000,000 each occurrence; property damage \$1,000,000 each occurrence. A combined single limit of \$1,000,000 for bodily injury and property damage liability is acceptable. The insurance may be in a policy or policies of insurance. A primary policy and an excess policy including the umbrella or catastrophe form is acceptable.Certificates evidencing the insurance coverages must be furnished before the commencement of work. The certificates must include a provision that no change in, or cancellation of, any policy listed in the certificates will be made without thirty (30) days written notice to Big Rivers Electric Corporation. If any work to be performed under this contract or Purchase Order is sublet, the contractor will be required to furnish proof of insurance from all subcontractors evidencing equal to or better coverage.
- The Seller shall cause its insurer to waive all subrogation rights against the Company, except with regard to Worker's Compensation, and evidence thereof satisfactory in form and substance to Company shall be exhibited in the Certificate of Insurance. Seller's liability shall not be limited to its insurance coverage. The Company shall be added as an Additional Insured under the Seller's Commercial General Liability, Auto Liability and Excess Liability policies.
13. Conflict of Interest: In the event any employee of the Company holds a financial interest in the Seller, whether the Seller is individual, corporate or otherwise, Seller will disclose such interest upon the face of this order. Failure of the Seller to make such disclosure shall relieve this company of any obligations under this purchase order. The company reserves the right to reject any such order at any time after the issuance hereof.
14. Confidentiality: The specifications, drawings, designs, manufacturing data and other information transmitted to the Seller by the Company in connection with the performance of this purchase order are the property of the Company and are disclosed in confidence upon the condition that they are not to be reproduced or copied or used for furnishing information or equipment to other, or for any other purpose detrimental to the interest of the Company.
15. OSHA Compliance: The Seller warrants that the goods to be furnished hereunder comply with the requirements of the Occupational Safety and Health Act of 1970, as amended.
16. NAFTA: Where made aware of it's application by buyer, the Seller warrants that the goods furnished hereunder enable buyer to comply with the REA 'Buy American' clause which requires buyer, to the extent practicable and reasonable, to use in the expenditure of REA funds only unmanufactured articles, materials, and supplies mined or produced in the U.S., Mexico, or Canada and only manufactured articles, materials, and supplies manufactured in the U.S., Mexico, or Canada substantially all from articles, materials, or supplies mined, produced, or manufactured in the U.S., Mexico, or Canada.
17. Time is of the essence: If any goods are not delivered or services performed within the specified times, or within a reasonable time if no time is specified, then the Company may terminate the order by notice to the Seller in addition to exercising all other rights and remedies available to the Company under applicable law. All materials and work are subject to the Company's acceptance. Payment shall not constitute acceptance.
18. Changes to the order: The Company reserves the right at any time to change the specifications, quantity ordered, and/or delivery date. Such changes may result in adjustments in the price or delivery schedule in accordance with the pricing and delivery structure of the order.
19. Termination: The Company shall have the right at any time with or without cause to terminate the order by written, telegraphic, or electronic notice to the Seller. In case of the Seller's default, the Company shall have all rights and remedies available under applicable law. In no case shall the Company be liable for special, incidental or consequential damages. The Company shall not have any liability for such termination except as follows:
 - a. In case of termination of an order for goods specially manufactured for the Company, if the Seller is not in default, then the Company shall be liable for actual costs incurred by the Seller prior to the notice of termination pursuant to the order up to the price of the goods.
 - b. In case of termination of an order for services, if the Seller is not in default, the Company shall be liable for payment for services performed prior to the notice of termination.
 - c. In case of termination of an order for goods not specially manufactured for the Company, if the Seller is not in default, the Company shall not have any liability for termination of the order. Company shall have the right to return any goods purchased from the Seller as long as such goods have not been specially manufactured for Company and are being stocked by the Seller at the time the Company returns the goods.
20. EEO Compliance: To the extent applicable, the Seller shall comply with all of the following Equal Employment Opportunity provisions, which are incorporated herein by reference:
 - a. Equal Opportunity regulations set forth in 41 CFR 60-1.4(a) and (c) prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin;
 - b. Vietnam Era Veterans Readjustment Assistance Act regulations set forth in 41 CFR 60-250.4 relating to the employment and advancement of disabled veterans and veterans of the Vietnam era;
 - c. Rehabilitation Act regulations set forth in 41 CFR 60-741.4 relating to the employment and advancement of qualified disabled employees and applicants for employment;
 - d. Clause known as "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" set forth in 15 USC 637(d)(3); and
 - e. The subcontracting plan requirements of 15 USC 637(d).
21. Independent Contractor: Nothing herein shall be deemed to constitute the Seller, or any of the Sellers' employees or agents, to be the agent, representative or employee of the Company. The Seller shall be an independent contractor and shall have sole responsibility for and control over the details and means of performance.
22. Assignment: The Seller shall not assign its rights or obligations hereunder wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of the Company. Subject to the foregoing, the provisions hereof shall be binding upon the successors and assigns of the parties hereto.
23. Governing Law: The transactions and agreements between the Seller and the Company shall be governed by the subject to the law and jurisdiction of the Commonwealth of Kentucky.
24. MSDS: As required under the OSHA Hazard Communication Standard (29 CFR 1910.1200) and certain other Applicable Laws, Contractor or its subcontractors shall provide Material Safety Data Sheets ("MSDS") covering any hazardous substances and materials furnished under or otherwise associated with the Work under this Agreement. Contractor and its subcontractors shall provide Company with either copies of the applicable MSDS or copies of a document certifying that no MSDS are required under any Applicable Laws in effect at the worksite. No asbestos or lead containing materials shall be incorporated into any Work performed by Contractor or otherwise left on the Work site without the prior written approval of Company. Contractor and its subcontractors shall be solely responsible for determining if any chemical or material furnished, used, applied, or stored or Work performed under this Agreement is subject to any Applicable Laws.
25. Sales Tax: The invoicing regarding this order requires individual totals for labor and materials for the calculation of Kentucky sales tax & use tax requirement.
26. Binding Effect: This purchase order, together with any written instructions issued hereunder and any attachments hereto, contains the complete and final agreement between the Company and the Seller and any agreement that purports to modify the terms and conditions hereof shall not be binding upon the Company unless made in writing and signed by the Company's authorized representative.



Charah Inc.
307 Townepark Circle
Unit M, Suite 100
Louisville, KY 40243
Phone: 502/245-1353
Fax: 502/245-7398

April 17, 2009

Steven D. Moore
Senior Procurement Agent
Western Kentucky Energy
Reid/Green/HMPL Station
9000 Highway 2096
Robards, Kentucky 42452

Connie O'Leary
Senior Procurement Agent
Western Kentucky Energy
D B Wilson Station
5663 State Route 85W
Centertown, Kentucky 42328

RE: Sebree and Wilson Stations – Landfill Operation and Associated Activities

Mr. Moore and Ms. O'Leary,

Thank you for the opportunity to provide this proposal for the landfill operations and associated activities at Western Kentucky Energy's Sebree and Wilson Stations. Charah is submitting this proposal based on the information provided in the Specification WKE-09-101 document plus our past experience with operating both sites for multiple years prior to the current contractor. Charah's work plan, estimating assumptions and pricing are as follows:

Sebree Station:

- The annual disposal of fly ash and FGD product is assumed to be 1,070,000 wet tons. Charah has also anticipated the handling of approximately 40,000 tons of the Sebree Station bottom ash for use in the construction of internal roads within the landfill.
- If awarded the Sebree landfill only, Charah would employ a salaried general manager plus an operating foreman to oversee the daily management of the contracted work. If awarded both the Sebree and Wilson landfills, Charah would employ a salaried regional manager to oversee both sites plus operating leaders/foreman at each site.
- All ash materials will be disposed of in the landfill to the design and grades presented on the landfill drawings developed by Bernardin Lochmueller & Assoc., Inc. dated 9/26/97 with the primary objective of constructing the landfill in such a way to minimize erosion and maximize air space.
- Ash materials will be placed in maximum 24" lifts and will be compacted with a smooth drum vibratory roller no less than twice per week.
- Charah acknowledges that bottom ash from the Sebree Station ash pond is limited to interior roadways within the landfill and that roadways constructed outside the landfill must utilize Henderson Station II bottom ash.

- Charah's pricing includes the use of a 4,000 gallon water truck with a dedicated operator in order to effectively manage fugitive dust on the project site.
- Charah will provide stone and grading service for maintenance of the haul road as necessary.
- Charah's proposed work plan for accomplishing the ash disposal requirements at the Sebree Station would include a six day per week operating schedule consisting of approximately 43.5 hauling hours per week (annualized). The loading, hauling and placement would be accomplished by utilizing 1 front-end loader, 2 haul trucks, 2 bulldozers, 1 smooth drum compaction roller and 1 water truck per the chart below.
- The operating schedule and truck utilization formula for this proposal includes the following assumptions:
 - Charah is estimating a thirteen and one-half (13.5) minute roundtrip haul from the loadout pad to approximately the center of the active fill area. Western Star Planetary dump trucks (photo inserted below) with an approximate capacity of 57 wet tons each will be used to haul the ash to the landfill area where it will be spread by a D-6 or equivalent sized dozer, compaction will be performed with a 84" smooth drum vibratory compactor. The roundtrip assumption provided above would correlate to a hauling capacity of approximately 4.44 loads per hour per truck. Utilizing 2 haul trucks having a capacity of 57 tons per load, an 8.4 hour hauling day * 260 days (understanding the work will be spread over 6 days per week or 312 work days per year) would equate to a hauling capacity of 1,105,454 tons per year ($2 \text{ tks} * 57 \text{ tons/ld} * 4.44 \text{ loads/hr} * 8.4 \text{ hrs/day} * 260 \text{ days/yr}$). This assumption yields an approximate + 3% contingency on the expected annual tonnage within the framework of the estimated pricing.

- Equipment Details:

- | | |
|------------------|--|
| (1) Loader - | Make/Model: Hyundai 780 or Case 1221
Capacity: 7 cyd bucket, heaped
Hours: 0
Condition: New
Status: Owned |
| (2) Trucks - | Make/Model: Western Star 6900XD
Capacity: 57 tons optimum (65 tons maximum)
Hours: 0
Condition: New
Status: Owned |
| (2) Dozers - | Make/Model: Caterpillar D6N
Hours: >1000
Condition: Like new
Status: Owned |
| (1) Roller - | Make/Model: Dynapac CA250D
Capacity: 84" Smooth Drum Vibratory w/ Cab
Hours: >1000
Condition: Like new
Status: Owned |
| (1) Water Truck- | Make/Model: Mack or similar
Capacity: 4,000 gallon tank
Condition: Lightly Used
Status: Owned |

- Charah understands that regardless of estimated work schedules and assumed equipment utilization, it is the contractor's responsibility to move all ash materials in continuous support of ongoing plant operations. Charah's work schedule will be constructed accordingly.
- Charah's proposal also includes quarterly layout and as-built surveying.

Wilson Station:

- The annual disposal of fly ash, FGD product and bottom ash is assumed to be 520,000 wet tons.
- If awarded the Wilson landfill only, Charah would employ a salaried general manager plus an operating foreman to oversee the daily management of the contracted work. If awarded both the Sebree and Wilson landfills, Charah would employ a salaried regional manager to oversee both sites plus operating leaders/foreman at each site.
- All ash materials will be disposed of in the landfill to the design and grades presented on the landfill drawings developed by Associated Engineers, number WD-007 Phase I Cross Sections and Phase II with the primary objective of constructing the landfill in such a way to minimize erosion and maximize air space.
- Charah understands that the Wilson landfill is a microencapsulation design which utilizes specific placement of enhanced FGD product which must be coordinated in advance with the station.
- Ash materials will be placed in maximum 24" lifts and will be compacted with a smooth drum vibratory roller no less than twice per week.
- Charah's pricing includes the use of a 4,000 gallon water truck with a dedicated operator in order to effectively manage fugitive dust on the project site.
- Charah will provide stone and grading service for maintenance of the haul road as necessary.
- Charah's proposed work plan for accomplishing the ash disposal requirements at the Wilson Station would include a five day per week operating schedule consisting of approximately 37.5 hauling hours per week (annualized). The loading, hauling and placement would be accomplished by utilizing 1 front-end loader, 2 haul trucks, 1 bulldozer, 1 smooth drum compaction roller and 1 water truck per the chart below.
- The operating schedule and truck utilization formula for this proposal includes the following assumptions:
 - Charah is estimating a twenty two (22.0) minute roundtrip haul from the loadout pad to approximately the center of the proposed new fill area. Western Star Planetary dump trucks (photo inserted below) with an approximate capacity of 51 wet tons each (Charah's previous experience with the Wilson material indicated that it is typically lighter overall than the Sebree material) will be used to haul the ash to the landfill area where it will be spread by a D-6 or equivalent sized dozer, compaction will be performed with a 84" smooth drum vibratory compactor. The roundtrip assumption provided above would correlate to a hauling capacity of approximately 2.73 loads per hour per truck. Utilizing 2 haul trucks having a capacity of 51 tons per load, a 7.5 hour hauling day * 260 days would equate to a hauling capacity of 542,997 tons per year ($2 \text{ tks} * 51 \text{ tons/ld} * 2.73 \text{ loads/hr} * 7.5 \text{ hrs/day} * 260 \text{ days/yr}$). This assumption yields an approximate + 4% contingency on the expected annual tonnage within the framework of the estimated pricing.

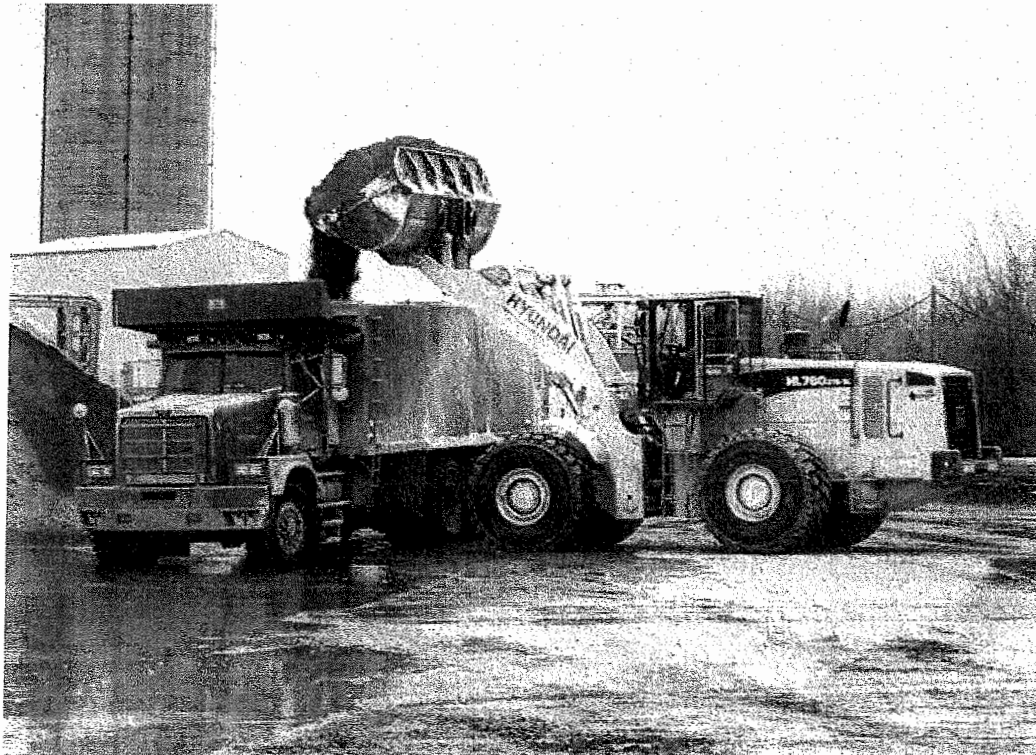
Equipment Details:

(1) Loader -	Make/Model:	Hyundai 780 or Case 1221
	Capacity:	7 cyd bucket, heaped
	Hours:	0
	Condition:	New

- | | | |
|------------------|-------------|-----------------------------------|
| | Status: | Owned |
| (2) Trucks - | Make/Model: | Western Star 6900XD |
| | Capacity: | 51 tons optimum (65 tons maximum) |
| | Hours: | 0 |
| | Condition: | New |
| | Status: | Owned |
| (1) Dozer - | Make/Model: | Caterpillar D6N |
| | Hours: | >1000 |
| | Condition: | Like new |
| | Status: | Owned |
| (1) Roller - | Make/Model: | Dynapac CA250D |
| | Capacity: | 84" Smooth Drum Vibratory w/ Cab |
| | Hours: | >1000 |
| | Condition: | Like new |
| | Status: | Owned |
| (1) Water Truck- | Make/Model: | Mack or similar |
| | Capacity: | 4,000 gallon tank |
| | Condition: | Lightly Used |
| | Status: | Owned |

- Charah understands that regardless of estimated work schedules and assumed equipment utilization, it is the contractor's responsibility to move all ash materials in continuous support of ongoing plant operations. Charah's work schedule will be constructed accordingly.
- Charah's proposal also includes quarterly layout and as-built surveying.

Photo Reference:



- Photo inserted above of Charah's specified loader and trucks as seen at Charah's ongoing landfill management operations for Duke Energy at the Gibson Station in Southern Indiana.

Charah utilizes the equipment shown here to dispose of approximately 1.1 million tons per year of FGD material and 1.0 million tons of synthetic gypsum at the Gibson site.

Pricing Summary:

	Type of Work	Base Bid	Unit
1	Product Loading & Placement – Sebree Only	1.34	\$/ton
2	Product Loading & Placement – Wilson Only	2.24	\$/ton
3	Product Loading & Placement (Sebree) – Both Landfills	1.32	\$/ton
4	Product Loading & Placement (Wilson) – Both Landfills	2.11	\$/ton
5	Tonnage Price +/- Based on Fuel Pricing 3.4 – Sebree	0.01	\$/ton
6	Tonnage Price +/- Based on Fuel Pricing 3.4 – Wilson	0.01	\$/ton
7	Product Loading for Other Uses – Sebree Only	0.25	\$/ton
8	Product Loading for Other Uses – Wilson Only	0.25	\$/ton
9	Level & Compact Coleman Material at Wilson	0.16	\$/ton
10	Max % Increase for Year 2	1.67	%/yr
11	Max % Increase for Year 3	1.67	%/yr
12	Max % Increase for Year 4	1.67	%/yr
13	Max % Increase for Year 5	1.67	%/yr

Clarification:

1. *Fuel Surcharge*- Charah does not take exception to the fuel surcharge language as proposed in the RFP document but would like to offer the following alternative. The “average price per gallon” for diesel fuel could be calculated from actual fuel purchase receipts as submitted by Charah monthly to WKE as opposed to referencing the Owensboro Rack Price. Charah is not necessarily guaranteed to be able to purchase fuel delivered to each site at the referenced index price and would prefer to submit actual purchase receipts for the comparison against the \$2.00 per gallon baseline used in the proposal.
2. *Soil Work*- Charah understands that all soil work is to be considered emerging work and will be conducted under T&M or otherwise negotiated pricing. During the bid meeting there was discussion surrounding providing an estimated cost per cubic yard to remove soil at Wilson in conjunction with construction of the new cell area. Charah’s rough pricing to remove soil at Wilson utilizing the equipment already proposed in the landfill plus a rental excavator would be \$1.50 per cubic yard.

Additional Attachments:

Charah has attached the following supporting documents for your review:

1. Charah Project References
2. Charah T&M Equipment Pricing
3. Charah Safety Documents:
 - Letter from Charah’s Director of Health and Safety
 - Safety Questionnaire
 - EMR Data for 2006 – 2008
 - OSHA 300 Logs for 2006 – 208
 - Certificate of Insurance
 - WKE Site Specific Safety Plan
 - Charah Incident Report Form
 - Hazard Mitigation Plan for Excavation Work

4. Vendor Information Sheet

Thank you again for the opportunity to provide this proposal. We would welcome a follow up discussion to clarify anything in our proposal along with a site tour to one of our ongoing projects if you are available and interested. Charah is proudly operating over 30 ash management contracts at this time which encompass approximately 7 million tons of ash per year and we would be pleased to show or discuss any at your convenience. Please contact me with any questions or comments that you might have regarding this information and I look forward to discussing further at your convenience.

Sincerely,



Nathan Boone
Vice President Business Development
Charah, Inc.

CC: Charles Price, President and CEO Charah, Inc.
Danny Gray, Chief Operating Officer Charah, Inc.



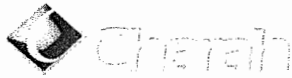
T&M Rate Schedule

On-Site Equipment:

Wheel Loader -	67.00 /hr
D6 Dozer -	71.00 /hr
Roller -	60.00 /hr
Water Truck -	59.00 /hr
Dump Truck -	86.00 /hr

Rental Equipment:

Backhoe -	67.00 /hr
300 Series Excavator -	158.00 /hr
Longreach Excavator -	163.00 /hr
Road Grader -	120.00 /hr
40 Ton Articulating Dump Truck -	\$200.00 /hr
Tandem Axle Dump Truck -	73.00 /hr



Landfill Operations and Ash Management Experience

LG&E – Mill Creek Power Station (1470 MW)

Louisville, KY

Working on a seven year contract (finished initial five year contract in March 2008), Charah manages and completes the disposal of approximately 835,000 tons per year of conditioned fly ash, ponded ash material, gypsum and gypsum sludge. Charah is also responsible for landfill expansion construction activities (contracted to construct a new landfill in 2009), dry storage silo maintenance and dust control services throughout the power station site.

Charah also manages and completes the processing and marketing of bottom ash material from the Mill Creek Station. Charah has been on-site in this capacity for approximately seven years and during this time has collected and processed approximately 600,000 tons of ponded bottom ash from the station's daily bottom ash production and existing ash pond reserves. In addition to the processing of this material, Charah has developed a significant market for the end product selling approximately 450,000 tons for beneficial reuse projects. Charah achieved state, city and county approval for use of this processed product as backfill material in utility trenching projects.

Charah also cleans and maintains the gypsum disposal rim ditch daily around the perimeter of the ash pond site. In addition to the day to day management of the fly ash landfill and the bottom ash marketing operations at Mill Creek, Charah recently permitted an off-site utilization site where Charah placed one million tons of excavated ash pond material from the Mill Creek station as a beneficial reuse to reclaim an exhausted sand quarry.

Primary Contact: Mike Kirkland 502-933-6565

Duke Energy - Gibson Station (3250 MW)

Owensville, IN

Working on a three year contract, Charah manages and completes the disposal of approximately 2.1 million tons per year of pozatec and gypsum materials into two on-site landfills. Charah loads all ash materials from concrete slab storage areas with rubber tired front end loaders, delivers ash and gypsum to the designated landfills using off highway trucks and places and compacts the ash materials per landfill development specifications. Charah also maintains approximately four miles of haul roads including dust control operations throughout the plant site.

Primary Contact: Mike Hobson 812-454-1452

Progress Energy - Roxboro Station (2462 MW)

Semora, NC

Working on a multi-year contract, Charah manages and completes the disposal of approximately 800,000 tons per year of conditioned fly ash from silo pug mill loadouts at the Roxboro Station. Charah operates and performs light maintenance on the pug mills, hauls the conditioned ash with highway trucks and places and compacts the ash according to landfill development specifications. Charah is also responsible for landfill expansion construction and closeout along with additional landfill service related work.

In addition to the ongoing landfill management work, Charah also performs hauling services between the Roxboro Station and Progress Energy's nearby Mayo Station. This hauling work consists of approximately 225,000 tons per year of conditioned fly ash from the Mayo Station over to the Roxboro landfill for disposal and hauling approximately 75,000 tons per year of limestone scrubber feed from Roxboro to Mayo while backhauling approximately 100,000 tons per year of Mayo gypsum to Roxboro for eventual beneficial reuse.

In addition to our landfill management and trucking responsibilities, Charah manages and completes the collection (from sluice lines), processing and marketing of approximately 80,000

tons per year of bottom ash produced at this facility. Mirroring other Charah bottom ash processing sites, this facility consists of a processing plant designed, constructed and operated daily by Charah which produces quality spec aggregate material that is sold into the lightweight aggregate market.

Primary Contact: Dan Mottola 919-546-3493

Progress Energy – Asheville Station (1222 MW)

Asheville, NC

Working on a ten year contract, Charah manages and completes pond cleaning and structural fill activities involving the excavation and site development of approximately 1,000,000 total tons of combined ponded ash materials. Charah is excavating the station's ash pond to retrieve the daily ash material produced and delivers the ash over public highway to a nearby airport for use as fill in a capital expansion project. Charah has also contracted separately with the regional airport board for completion of drainage infrastructure construction, placement of ash materials, as-built surveys and final cover activities at the airport fill site.

Primary Contact: Barbara Coppola 919-546-6002

TVA - Shawnee Station (1330 MW)

Paducah, KY

Working on a five year contract, Charah manages and completes the disposal of approximately 820,000 tons per year of fluid bed ash, conditioned fly ash and bottom ash from silos into an on-site landfill. Charah delivers the ash materials to the designated landfill using highway trucks and places and compacts the ash materials per landfill development specifications. Charah is also responsible for landfill expansion, closeout and dust control in and around the station.

Primary Contact: Melissa Hedgecoth 423-240-3132

TVA – Bull Run Station (868 MW)

Oak Ridge, TN

Working on a five year contract, Charah manages and completes the disposal of approximately 300,000 tons per year of conditioned fly ash from silos into an on-site landfill. Charah delivers the ash materials to the designated landfill using highway trucks and places and compacts the ash materials per landfill development specifications. Charah is also responsible for landfill expansion, closeout and dust control in and around the station.

Primary Contact: Melissa Hedgecoth 423-240-3132

TVA – John Sevier Station (704 MW)

Rodgersville, TN

Working on a five year contract, Charah manages and completes the disposal of approximately 325,000 tons per year of conditioned fly ash from silos into an on-site landfill. Charah delivers the ash materials to the designated landfill using highway trucks and places and compacts the ash materials per landfill development specifications. Charah is also responsible for landfill expansion, closeout and dust control in and around the station.

Primary Contact: Melissa Hedgecoth 423-240-3132

TVA – Paradise Station (2190 MW)

Paradise, KY

Working on a five year contract, Charah manages and completes the rim ditch operation of approximately 900,000 tons per year of gypsum into a gypsum storage pond in addition to the excavation and blending of approximately 300,000 tons per year of coal fines into the plant's coal feed. Charah is also responsible for haul road maintenance to over three miles of internal plant roads utilized in the delivery of coal and removal of slag from this plant.

Primary Contact: Melissa Hedgecoth 423-240-3132

Reliant Energy – Cheswick Power Station (575 MW)

Pittsburgh, PA

Working on a seven year contract, Charah manages and completes the disposal of approximately 160,000 tons per year of conditioned fly ash, bottom ash and pyrite waste materials. In addition to ash disposal, Charah manages all compliance aspects of the landfill facility as permitted by the Pennsylvania Department of Environmental Protection. Compliance aspects include a variety of

certified engineering reports, surveying, water and dustfall monitoring, drainage water piping and erosion and sedimentation planning. All landfill expansion projects are arranged, approved and completed by Charah at this site. Charah also provides all dust control services at this site in addition to dust control services at the power station site.

Primary Contact: Stephanie Yauger 724-275-1409

Southern Company – Plant Crist (1020 MW)

Pensacola, FL

Working on a three year contract, Charah manages and completes the disposal of approximately 275,000 tons of fly ash and bottom ash annually for Southern Company's Plant Crist in northern Florida. Charah is also responsible for light silo maintenance activities, new disposal cell development including surveying, clearing and grubbing and closure of completed cell areas with soil cover and seed application.

Primary Contact: John Dominey 877-557-2219

Southern Company – Miller Station (2800 MW)

Birmingham, AL

Working on a ten year contract, Charah operates three station owned hydrobins to complete loadout and on-site storage of approximately 150k tons of bottom ash produced annually at the facility. The ash is trucked by Charah along a roughly two mile haul route to a stockpile area for storage until processed and marketed by Charah. Charah also provides light maintenance to the hydrobins, landfill management services for the disposal of unsold and off spec fly ash and dust control services in and around the station. Charah also markets approximately five thousand tons per year of Class C fly ash into the packaged concrete industry from this facility.

Primary Contact: Dennis Naramore 205-257-1452

Duke Energy – Marshall Steam Station (2090 MW)

Mooresville, NC

Working on a second five year contract, Charah manages and completes the collection (from sluice lines), processing and marketing of approximately 90,000 tons per year of bottom ash produced at this facility. The facility consists of a processing plant designed, constructed and operated daily by Charah which produces quality spec aggregate material that is sold into the lightweight aggregate market. Charah has developed extensive markets in the southeast for lightweight aggregate products using this processed material in addition to a variety of other beneficial reuse avenues related to the construction industry.

Primary Contact: Tony Mathis 704-382-7721

Duke Energy - Belews Creek Station (2240 MW)

Winston-Salem, NC

Working on a second five year contract, Charah manages and completes the collection (from sluice lines), processing and marketing of approximately 30,000 tons per year of bottom ash produced at this facility. As at the Marshall Station, this facility consists of a processing plant designed, constructed and operated daily by Charah which produces quality spec aggregate material that is sold into the lightweight aggregate market.

Primary Contact: Tony Mathis 704-382-7721

Progress Energy - Mayo Station (745 MW)

Roxboro, NC

Working on a five year contract, Charah manages and completes the collection (from sluice lines), processing and marketing of approximately 25,000 tons per year of bottom ash produced at this facility. Charah also markets approximately 10,000 tons per year of Class F fly ash from this facility into the local concrete block production market. Beginning in mid 2009, Charah will begin operating the plant's conditioned fly ash loadout and hauling of fly ash to the Roxboro landfill for disposal.

Primary Contact: Dan Mottola 919-546-3493

Kentucky Utilities – Green River Station (242 MW)

Central City, KY

Working on a three year contract, Charah completed pond cleaning and structural fill activities involving the ash pond excavation and site development work to utilize approximately 600,000 total tons of combined ash materials. Charah completed dredging work in the pond to retrieve the ash material that was used to develop approximately thirty acres of land for use of locating a small business in western Kentucky. Charah located and permitted the fill site and completed the site development activities.

Charah has recently begun pond cleaning and structural fill activities on another project near the power station and will complete approximately 180,000 tons of excavation and structural fill construction during 2008 and 2009.

Primary Contact: Danny Faulkner 270-757-3155

Ameren UE – Labadie Station (2421 MW)

Labadie, MO

Working on a ten year contract, Charah recently completed three ash pond excavation projects whereby approximately 700,000 tons of bottom ash and fly ash were excavated from ponds and placed into Charah designed and operated structural fill projects on the station's property. In addition to the structural fill projects, Charah manages and completes the collection (from sluice lines), processing and marketing of approximately 75,000 tons per year of bottom ash that is produced at this facility. Charah's operation consists of a processing plant designed, constructed and operated daily by Charah which produces quality spec aggregate material that is sold into the local aggregate market.

Primary Contact: Bret Brown 812-454-5603

Constellation Energy –

Baltimore, MD

Brandon Shores (1300 MW) / Wagner (1020 MW) / Crane Stations (399 MW)

Charah provides daily management oversight for fly ash and bottom ash disposal for three Constellation Energy power stations. Charah monitors ash silo inventory levels, coordinates daily fly ash sales to a local cement kiln and schedules and manages loading and delivery of unsold ash materials to municipal fill sites in the region.

Primary Contact: Beth Pittaway 410-787-5320

Progress Energy – Crystal River Station (3136 MW)

Crystal River, FL

Working on a five year contract, Charah reclaims from on-site storage and markets approximately 220,000 tons of bottom ash and non-spec Class F fly ash annually. Sales of reclaimed ash products are primarily into the cement production industry in central Florida.

Primary Contact: Barbara Coppola 919-546-6002

Ameren UE – Brickeys Grinding Operation

Bloomsdale, MO

Charah is underway with a contract with Ameren to supply 150,000 tons per year of pulverized high calcium limestone to Ameren for use in scrubbers being constructed at their Sioux Power Station in Missouri. Charah has designed, procured and will construct and operate the limestone grinding facility for an initial ten year term to produce 95% passing 325 mesh pulverized stone material.

Primary Contact: Mark Bryant 314-303-8051

Past Contracts:

Western Kentucky Energy – Henderson/Green Station (896 MW) **Sebree, KY**

Over the course of approximately eight years, Charah managed and completed the disposal of approximately eight million total tons of pozatec, bottom ash and lime grits generated by the Sebree Station. In addition to ash disposal, Charah's responsibilities at the Sebree Station included the surveying and construction of the contact water drainage collection system and final cover and vegetation placement over completed phases of the active disposal area. Charah was also responsible for landfill expansion construction, ash surveying and for dust control operations at both the landfill disposal site and the power station and all its related areas. In addition to its disposal requirements, Charah provided pond and ditch cleaning, dredging of water intake points and coal pile erosion control services around the power station site.

Primary Contact: Tom Shaw 270-844-6031

Western Kentucky Energy – D.B. Wilson Station (420 MW) **Centertown, KY**

Working on a three year contract, Charah managed and completed the disposal of approximately one and a half million total tons of FGD sludge and bottom ash generated by the Wilson Station. In addition to ash disposal, Charah's responsibilities at the Wilson Station included landfill expansion construction, ash surveying and final cover and vegetation placement over completed phases of the active disposal area.

Primary Contact: Tom Shaw 270-844-6031

Tampa Electric Company – Polk Station (250 MW)

Tampa, FL

Working on a three year contract, Charah managed and completed the processing of approximately 400,000 tons of coal gasification slag. Charah developed and patented a process to recover unburned carbon from the waste stream allowing the Polk Station to sell the unburned carbon. In addition, Charah developed markets for the sale of the coarse element of the process waste which did not contain unburned carbon. The processing plant, designed, built and operated by Charah, consisted of a thickener, belt press, cyclone, vibrating screens, and several pumps and conveyors.

Primary Contact: Derryl Boddiford 813-228-1111

Kentucky Utilities – Tyrone Station (135 MW)

Lawrenceburg, KY

Charah recently completed ash pond cleaning and market development activities in support of providing material for a local structural fill project out of the Tyrone Station in central KY. Charah removed ash material from the station's storage pond, located an available structural fill opportunity, aided with engineering of the project and worked with state regulatory agencies to see that the project was completed in accordance with all state and local regulations. The entire structural fill project involved approximately 100,000 tons of ash material.

Primary Contact: Barry Currens 859-879-3501



Thank you for your interest in Charah Inc.'s Safety Program. I would like to take a moment to highlight some additional aspects of our safety program that were not previously requested or discussed in the Contractor's Questionnaire that we have completed. These initiatives would include:

- Charah has recently hired a second full time safety specialist whose primary responsibility is to ensure that Charah Inc. meets all training standards.
- Charah has three EON-US Certified Passport Instructors available to conduct passport training for each of our sites
- Charah now conducts full background investigations on all newly hired employees to maintain compliance with Charah Inc.'s very stringent policy. Through coordination with our Human Resources Department, Charah has implemented guidelines for hiring and conducting background checks to ensure that all employees on site do not have specific past transgressions that might jeopardize the integrity of our jobs.
- Charah's newly implemented training program allows us to identify each employee's training needs. We use different methods such as instruction, video, classroom, and on the job training. We also evaluate the employee through a simple test and we require the employee to prove competency in the task that they have been hired to complete.
- Charah has developed a new training DVD along with a test that each new employee must complete prior to starting work for any Charah Inc. location. This new informational DVD consists of information on: Safe Equipment Operations, General Safe Work Practices, Hand and Power Tools Safety, Fall Protection, PPE, Use of Fire Extinguishers, Safe Operating of Vehicles and Ladder Safety. This DVD was so important to Charah Inc. that we have required all current employees, in addition to new hires, to review and complete a test with a mandatory passing grade.
- At this time, all Charah managers must complete an OSHA 10 hour class provided by a Charah Inc. qualified instructor. This will advance to a requirement for OSHA 30 hour training completion by the third quarter of 2009.
- Charah now requires any contractor utilized by Charah to complete a questionnaire similar to the one attached by your organization. Potential subcontractors must meet Charah Inc.'s guidelines relative to substance abuse, training, Experience Modification Rate, as well as Charah Inc.'s insurance requirements listing us not only as the policy holder but as the additional insurer as well.

Again, thank you for your consideration of Charah, Inc. If you have further questions concerning Charah Inc. Safety please do not to hesitate to contact me.

Sincerely

A handwritten signature in black ink that reads "Ron Roberson". The signature is written in a cursive, flowing style.

Ron Roberson
Director of Safety
Charah Inc.

ATTACHMENT 2

CONTRACTOR/SUBCONTRACTOR SAFETY AND HEALTH QUESTIONNAIRE AND CHECKLIST

THIS QUESTIONNAIRE IS REQUIRED FOR ALL CONTRACTORS AND SUBCONTRACTORS PRIOR TO STARTING WORK

The Company is committed to providing a safe and healthy workplace for employees and Contractors/Subcontractors. To qualify to perform work the Contractor/Subcontractor shall provide the following information and agree to obtain the following information from all subcontractors utilized.

Contractor/Subcontractor Name: CHARAH INC. Date: 03/05/09

Contracted Activity (please describe) : Ash Management including landfill, bottom ash and gypsum management

Contractor/Subcontractor Representative: Ron Roberson, Director of Safety 502-245-1353

Please provide a brief description of the work activities and Location(s) undertaken by your company:
Maintaining the Coal Ash channels, hauling to and maintaining the onsite landfill, managing the gypsum disposal

The following information must be from the facilities providing labor. We are not interested in overall statistics at a national or international level. Describe the area this questionnaire applies. Charah Inc. , Louisville KY, company statistics for Ash Management.

In the table below provide the three most recent full years of history for the area or region this questionnaire applies. **In addition, attach copies of applicable OSHA 300 Logs (showing the actual injuries, etc. – not the summaries) and verification of your EMR/discount rate information.**

ITEM	DESCRIPTION	2006	2007	2008
A	Interstate Experience Modification Rate (EMR)	.95	.95	.77
	Using the OSHA 300 Logs from the facilities providing labor, please document the following:			
B	Recordable Incident Rate (RIR)	4.17	1.76	2.70
C	Lost Time Incident Case Rate (LTICR)(only incidents that resulted in days away from work)	0	0	0
D	Lost Workday Injury and Illness Case Rate (LWDCR)(includes days away from work, job transfers and job restrictions)	0	0	0
E	Number of Injuries and Illnesses (Total Line Entries of 300 Log)	2	1	3
F	Number of Lost Work Day Cases (Column H of 300 Log)	0	0	0
G	Number of Job Transfer or Restriction Cases (Column I of 300 Log)	1	0	3
H	Number of Injury Related Fatalities (Column G of 300 Log)	0	0	1

I	Employee Hours Worked/Year (If unknown use # of employees x 2080)	95,860	113,534	221,987
J	Total Number of Employees	51	64	109
K	NAISC or Standard Industrial Classification (SIC)	1629	1629	1629

(B) Rate = E x 200,000 ÷ Hours (C) Rate = F x 200,000 ÷ Hours (D) Rate = (F + G) x 200,000 ÷ Hours

	Question	Y / N	Comments
1.	Does your company have a written safety and health program? Please attach a copy with this submission.	Y	See enclosed electronic copy
2.	Does your company have a written Hazard Communication Program?	Y	
3.	Does your company have a written environmental compliance assurance program? Does your company have a written DOT Operator Qualification Plan? Please attach a copy with this submission for review. Note: Plan must meet or exceed E.ON US Gas Distribution Operator Qualification Plan.	Y N	
4.	Does your company use subcontractors? (This Questionnaire is required for all Subcontractors) If you do use sub-contractors, do you qualify subcontractors based on their ability to address safety, health and environmental requirements? Do you verify that subcontractors meet regulatory requirements? Does your subcontractor have a DOT Operator Qualification Plan or are they qualified under your plan. If they have their own plan then please submit a copy for review	Y Y Y N	
5.	Are all documents, pertaining to this questionnaire, available for auditing? If no, please explain	Y	
6.	Who in your company is responsible for coordinating your safety and health program? Name/Job Title: Ron Roberson, Director of Safety Phone # (502) 245-1353 Is safety and health a full time responsibility for this position?	 Y	
7.	Has your company received any citations from a regulatory agency during the last three years? If yes, describe citation(s)	N	
8.	Does your company perform safety audits/review? If yes, are safety audits documented?	Y Y	
9.	Who reviews the safety audit/review and how often? Job Title: OPERATIONS MANAGER, SIMI-ANNUALLY		

10.	<p>Does your company provide/require the following?</p> <p>Eye Protection (ANSI-Z41.1)(29 CFR 1910.133)</p> <p>Fall Protection (ANSI-Z41.1)(29 CFR 1926.501 or 1910.66)</p> <p>Foot Protection (ANSI-Z41.1)(29 CFR 1910.136)</p> <p>Hand Protection (ANSI-Z41.1)(29 CFR 1910.138)</p> <p>Hard Hats (ANSI-Z89.1)(29 CFR 1910.135)</p> <p>Hearing Protection (ANSI-Z41.1)(29 CFR 1910.95)</p> <p>Respiratory Protection (ANSI-Z41.1)(29 CFR 1910.134)</p>	<p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p>	<p>If job requires</p> <p>If job requires</p>
11.	<p>In addition to regulatory required Personal Protective Equipment, what other PPE is required or supplied?</p> <p>If any, please describe or list: HIGH VISIBILITY OUTERWARE</p>		
12.	<p>Describe how you will meet the requirements for first aid and medical provision under this contract.</p> <p>FIRST AID/CPR TRAINED PERSONEL ON THE JOB AT ALL TIMES</p>		
13.	<p>Does your company have scheduled, documented employee safety meetings?</p> <p>If yes, how often? MONTHLY</p>	Y	
14.	<p>Who conducts the safety meetings?</p> <p>Job Titles: Site General manager or Foreman</p>		
15.	<p>What managers/supervisors participate in the safety meetings?</p> <p>Job Titles: Site General Manager and Foreman</p>		
16.	<p>Are meetings reviewed and critiqued by managers/supervisors?</p>	Y	
17.	<p>Does your company hold on-site (tailgate/toolbox) safety meetings?</p> <p>If yes, how often? Weekly</p> <p>Who conducts these safety meetings?</p> <p>Job Titles: Site General Manager or Foreman</p> <p>Is documentation available?</p>	<p>Y</p> <p>Y</p>	
18.	<p>Does your company have a written policy regarding drug screening or testing of your employees?</p> <p>If Yes Please provide a copy of your plan to The Company representative.</p>	Y	<p>See attached Charah Inc. Substance abuse plan</p>

19.	<p>Does your drug testing program conform to DOT requirements?</p> <p>Comments: _____</p> <p>If yes, which set of DOT regulations is your drug testing program designed to satisfy?</p> <p>Pipeline and Hazardous Material Safety Administration PAHMSA Federal Motor Carrier Safety Administration FMCSA</p>	<p>Y</p> <p>FMCSA</p>	
20.	<p>Does your company have policy requiring written accident/incident reports (spills, injuries, property damage, etc.)?</p>	<p>Y</p>	
21.	<p>Does your company conduct accident/incident investigating?</p> <p>If yes, please attach a brief outline of procedures</p>	<p>Y</p>	<p>See attached incident report</p>
22.	<p>Does your company document, investigate and discuss near miss accidents?</p> <p>If yes, is documentation available?</p>	<p>Y</p> <p>Y</p>	
23.	<p>Are accident/incident reports reviewed by managers/supervisors?</p>	<p>Y</p>	
24.	<p>Indicate the circumstances in which your company's employees may be subject to drug screening.</p> <p>Employment Random Probable Cause Post Accident Periodic Other</p>	<p>Y Y Y Y Y</p>	

PLEASE RESPOND TO ALL ITEMS WITH "YES, NO, OR NA." (ESTIMATED PERCENTAGE OF EMPLOYEES SHOULD REFLECT THE PERCENTAGE OF EMPLOYEES PROVIDING LABOR WHO HAVE RECEIVED TRAINING).

PROGRAMS/TRAINING	REFERENCE SOURCE	PROGRAM DOCUMENTED AND WRITTEN Y/N/NA	EST. %	FREQUENCY OF TRAINING FOR INDIVIDUAL EMPLOYEES
Asbestos Class IV (Awareness)	OSHA 29 CFR 1926.1101	N/A		
Asbestos Class III	OSHA 29 CFR 1926.1101	N/A		
Asbestos Class I and II	OSHA 29 CFR 1926.1101	N/A		
Confined Space Entry	OSHA 29 CFR 1910.146(g)	Y	100	ANNUAL
Cranes	OSHA 29 CFR 1926.550	N/A		
Natural Gas Operations	DOT 49 CFR 192, Subpart N	N/A		
DOT HM-126f Hazmat Employee	DOT 49 CFR 172.704	N/A		
Generation, Transmission, and Distribution Standard	OSHA 29 CFR 1910.269	N/A		
Electrical Safety	OSHA 29 CFR 1910.332	LO/TO	100	ANNUAL
Emergency Evacuation	OSHA 29 CFR 1910.38(a)	Site Specific	100	Time of Hire
Excavations	OSHA 29 CFR 1926.651	Y	100	Prior to excavating
Fall Protection	OSHA 29 CFR 1926.500	Y	100	ANNUAL
First Aid/CPR	OSHA 29 CFR 1910.151(b)	Y	25	TWO YEARS
Forklifts	OSHA 29 CFR 1910.178(l)	Y	100	TWO YEARS
Hazard Communications	OSHA 29 CFR 1910.1200(h)	Y	100	ANNUAL
Hazwoper - Awareness Level	OSHA 29 CFR 1910.120	N/A		
Hazwoper 8 Hour	OSHA 29 CFR 1910.120	N/A		
Hazwoper 24 Hour	OSHA 29 CFR 1910.120	N/A		
Hazwoper 40 Hour	OSHA 29 CFR 1910.120	N/A		
Hazwoper Supervisor 8 Hour	OSHA 29 CFR 1910.120	N/A		
Hearing Conservation	OSHA 29 CFR 1910.95	Y	100	ANNUAL
Incipient Fire Fighting	OSHA 29 CFR 1910.157(g)	Y	100	ANNUAL
Lead Worker	OSHA 29 CFR 1926.62(l)	N		
Lead Supervisor	See Above	Y	100	Time of hire
Lockout/Tagout Authorized Person	OSHA 29 CFR 1910.147(c)(7)	Y	100	ANNUAL
Lockout/Tagout Affected Person	See Above	Y	100	ANNUAL
New Employee Orientation	OSHA 29 CFR 1910.119(g)	Y	100	Time of Hire
Personal Protective Equipment	OSHA 29 CFR 1910.132(f)	Y	100	ANNUAL
Process Safety Management	OSHA 29 CFR 1910.119	N/A		
Respiratory Protection	OSHA 29 CFR 1910.134	Y	As needed	ANNUAL
Scaffolding	OSHA 29 CFR 1926.454	N/A		
Substance Abuse	DOT 46 CFR 16.401 & 391.119	Y	100	Time of Hire

Signature



Title Director of Safety

Date: 03/05/2009

E.ON U.S.
Contractor Safety Management
Project Specific Hazard Analysis

This Hazard Analysis and the required subsequent Hazard Mitigation Plan shall be completed by the contractor's designee and shall be submitted to The Company's authorized representative and forwarded to their Health and Safety Specialist/Consultant prior to the initiation of any work. It is an expectation that the contractor will identify specific hazards related to the scope of work.

Work description and location: Total Ash Management for Power Plant

E.ON U.S. Proponent: Mill Creek Station

Estimated Total Work Days: 3 YR

Estimated Work Force #: As needed

Equipment Related Compliance and Safety

Will the contractor use any of the following or be exposed to its use?

**Will use it or be
exposed to its use?**

- | | | |
|---|---|-----------------------------|
| Abrasive Wheel Machinery | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Aerial Work Platform Operation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Barricades | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Excavation Equipment | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Cranes: Overhead <input type="checkbox"/> Mobile <input type="checkbox"/> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Overhead Power Lines? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| If yes specify voltage: | | |
| Forklift Operation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Ground Fault Protection (GFI's/GFCI's) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Grounding devices and processes (static) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Hand Tools / Power Tools | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Specific Hazardous Substances Compliance and Safety

- | | | |
|---------------------------------------|--|---|
| Anhydrous Ammonia | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Arsenic | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Asbestos | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Bloodborne Pathogens (Applies to all) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| DOT Hazardous Materials | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| EPA Hazardous Waste | Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Explosive Gasses, Vapors, or dusts | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Hazard Communication (Applies to all) | Yes <input type="checkbox"/> | |
| Hexavalent Chromium (Hot Work) | Yes <input type="checkbox"/> | No <input type="checkbox"/> (Mandatory contact with station H&SS) |
| MSDS's supplied on all materials | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Ionizing Radiation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Lead or other toxic metal concerns | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Natural Gas | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Hydrogen Sulfide | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Other / Specify | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Personal Protective Hazard

Which of the following PPE will be required?

Electrical protective equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Low voltage gloves (Class 0, 50-600 volts)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Boundary Distances Established and Enforced	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Arc Flash PPE	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Class 2 600 -15kv gloves/sleeves	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Rubber insulated blankets/hoses	Yes <input type="checkbox"/>	No <input type="checkbox"/>
What will the exposed voltage level be?		
Eye Protection with side shields (at all times)	Yes <input type="checkbox"/>	
Goggles: directly vented <input type="checkbox"/> indirectly vented <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fall Protection or Prevention	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Gloves (Appropriate to the specific task)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Life lines (horizontal or vertical)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Foot Wear: steel toes <input type="checkbox"/> electrical hazard rated <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Hard Hats (Applies to all)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Hearing Protection (Reduction to <85db. required)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Natural Gas Exposure PPE		
Fire Suit	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Positive Pressure Respirator	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Hood	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Harness	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Life Line	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Gloves	Yes <input type="checkbox"/>	No <input type="checkbox"/>
PFD (personal flotation device)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Respiratory Protection	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Portable ventilation equipment	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Identify the respiratory hazard

Will the contractor have exposure to:

Total dust	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Silica	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Arsenic / Flyash	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Asbestos	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Hexavalent Chromium	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Flammable Atmosphere	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Lead	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Oxygen Deficient Atmosphere	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SO ₂	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Others / specify	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Has air monitoring been arranged? Yes No

Has air monitoring been discussed with the H & S Specialist/Consultant? Yes No

Work/Safety Procedural Requirements

Will use it or be Exposed to its use?

Bulk Chemical Unloading	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Compressed Gas Cylinders	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Confined Space Entry	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Specify:		
PPE & First Aid (under 1910.269, > 50 volts)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Mobile Crane Operator Physicals (3 yr req)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
DOT Commercial Driver's License	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Excavation / Trenching and Shoring	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Explosion Hazard (Deslagging / Blasting)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fire Protection (Hot work, welding & alike)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Gas Repair Procedures	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Lifting and Rigging	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Lockout/Tagout	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Grounding Procedures	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Equipment required to be isolated (list):

Marine Standard	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Scaffold Competent Builder	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Scaffold Competent User	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Suspended Scaffolding	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Work Zone Traffic Safety	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Others/specify	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Permits

Are there any permits indicated with outside agencies? Yes No X
 Asbestos removal, building permits, work zones, RR crossing, environmental impact, etc.)
 Detail:

Are there any OSHA related permits? Yes No X
 (Permit Required Confined Space Entry, Dig permits and alike)
 Detail:

Work Area Lighting

Additional lighting devices will be needed Yes No X
 Type of lighting:

Specify Additional Hazards:

Further instructions:

For each Yes box checked or additional hazards identified, a Hazard Mitigation Plan must be submitted along with this Hazard Analysis prior to the initiation of any work.

Name of the contracted firm:

Name of the contractor's Health & Safety designee completing this Hazard Analysis:

Date

Phone number

E.ON U.S.
Contractor Safety Management
Hazard Mitigation Plan

This Hazard Mitigation Plan shall be filled in by the contractor's designee and must be submitted to The Company's authorized representative or their designee and forwarded to their Health and Safety Specialist/Consultant prior to the initiation of any work.

Description of the general job activity (e.g.: replacing duct work, building SCR):
Disposing of bottom ash and fly ash from the ash pond, dry ash silos, gypsum pad into the onsite landfill. Maintaining landfill to meet State requirements.

Contractor's site supervisor: Keith Bolen

Contractor's site Health and Safety Representative: Ron Roberson

Date: 11/28/08

What is the work, what are the hazards, and how will we specifically protect our employees?

Work Task Sequence

Identify the principal steps and the sequence of work activities.
(e.g.: Entry into an excavation)

Identify and Analyze the Hazards

Analyze each step for hazards.
(e.g.: cave in, falls, confined space entry)

Hazard Controls

Develop specific controls for each hazard identified.
(e.g.: bench or slope or shore, air monitor, barrier, PPE. Be specific)

PLEASE REFER TO THE
ATTACHED ACCIDENT
PREVENTION ACTIVITY HAZARD
ANALYSIS (18 pages)

(over)

**E.ON U.S.
Contractor's Hazard Mitigation Plan**

Work Task Sequence

Identify the principal steps and the sequence of work activities.

Identify and Analyze the Hazards

Analyze each step for hazards.

Hazard Controls

Develop specific controls for each hazard identified.

E.ON U.S.
Contractor Safety Management
Job Performance Monitoring Tool

This form shall be filled in by E.ON U.S. contract proponent or designee. The form shall be forwarded to the Health and Safety Specialist/Consultant and the results discussed with contractor management.

Monitoring performed by:

Employee #:

Date:

Location:

Check One

Job Briefing conducted

Yes No

Housekeeping

Job site clean and free of excess trash and debris

Yes No N/A

Walkways and passages are clear

Yes No N/A

Material or equipment properly stored

Yes No N/A

Electrical cords, hoses, welding, leads, and alike
(Elevated and protected to prevent hazards.)

Yes No N/A

Scrap material free of protruding nails or other puncture hazards

Yes No N/A

Trash receptacles are provided for work area

Yes No N/A

Barricades installed, maintained, and disassembled if job completed

Yes No N/A

Break areas, offices, trailers and like areas specific to the contractor

Yes No N/A

Equipment

Abrasive Wheel Machinery (Proper use / wheels adjusted)

Yes No N/A

Aerial Work Platform Operation (Inspected and operated as required)

Yes No N/A

Barricades (Installed as required)

Yes No N/A

Excavation Equipment (Inspected and operated as required)

Yes No N/A

Compressed Gas Cylinders (Stored, connected and used properly)

Yes No N/A

Cranes (Area control, powerline safety, inspected daily and documents retained)

Yes No N/A

Forklift Operation (Proper seat belts / speed / loading)

Yes No N/A

Ground Fault Protection (Proper GFI's/GFCI's)

Yes No N/A

Grounding devices and processes (Properly applied)

Yes No N/A

Hand Tool / Power Tools / Wood Working Machinery (Proper use & guards)

Yes No N/A

No safety features by-passed or defeated on any equipment?

Yes No N/A

Hazardous Substances

Anhydrous Ammonia (related requirements and work practices complied with)

Yes No N/A

Arsenic (Complying with required procedures)

Yes No N/A

Asbestos (Complying with required procedures)

Yes No N/A

Bloodborne Pathogens (Applies to all) (Complying with required procedures)

Yes No N/A

DOT Hazardous Materials (Complying with required procedures)

Yes No N/A

EPA Hazardous Waste (Complying with required procedures)

Yes No N/A

Flammable Atmosphere

Yes No N/A

Hazard Communication (Applies to all) (MSDS's available)

Yes No N/A

Ionizing Radiation (Complying with required procedures)

Yes No N/A

Lead and other toxic metals concerns (Complying with required procedures)

Yes No N/A

Natural Gas

Yes No N/A

Hydrogen Sulfide

Yes No N/A

Oxygen Deficient Atmosphere

Yes No N/A

Other / Specify:

Yes No N/A

Personal Protective Equipment

Low voltage gloves (Class 0, 50-600volts)

Yes No N/A

Flash PPE

Yes No N/A

Class 2, 600-15kv gloves/sleeves

Yes No N/A

Rubber insulated blankets/hoses

Yes No N/A

Personal Protective Equipment (continued)

Eye Protection (Required at all times.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Directly or Indirectly vented goggles (Applied as required)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
all Protection or Prevention (guards, guard rails, body harnesses properly worn, lanyards and 5400# anchorage, perimeter guarding, static lines and rat lines installed)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Foot Wear (with steel toes) (Applied as required)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Foot wear (Electrical Hazard rated at > 50 volts)(Applied as required)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Gloves (Applied as required)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Hard Hats (Applies to all)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Hearing Protection (Applied as required)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Natural Gas Exposure PPE			
Fire Suit	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Positive Pressure Respirator	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Hood	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Harness	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Lifeline	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Gloves	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
PFD (personal flotation device)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Respiratory Protection (Change schedule, proper storage and disposal)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Portable ventilation equipment (Air monitoring as required to substantiate)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

Specific Work Requirements

Bulk Chemical Unloading (Proper barricades, communication, PPE, showers)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Confined Space Entry (Air monitoring, permit-if required, hot work permit, non-entry rescue)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Cranes/Powerlines (proper clearances maintained by ASME B30.5 standards)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
DOT Commercial Driver's License (Applied as required)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Excavation/Trenching and Shoring (sloped and shored, access every 25ft., daily inspections)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Fire Protection (Hot work, welding, housekeeping, flammable materials & alike)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Oxygen and combustibles separated, containers labeled, fire extinguisher)			
(Hot work and welding screens, flammable storage cabinets)(Explosive Hazards)			
Gas Operator Qualifications	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Gas Repair Procedures	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Ladders (Proper angles, secured, exceeds landing by 3 ft.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Lead work (abatement, personal protection, disposal, control of the area)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Lifting and Rigging (Slings tagged, softeners as required, area controlled)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Lighting (proper work area lighting)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Lockout/Tagout 147/269 (clothing, restricted areas at > 50 volts)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Marine Standard (Decks clear, equipment stored, life preservers, access/egress)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Scaffold Competent Builder (Proper access and egress, tagged, inspected prior to each shift)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Scaffold Competent User (Scaffolds inspected by each user)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Suspended Scaffolding (Inspected daily or at the start of each shift, torqued J clips)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Permits (air, water, environmental, asbestos, building, etc)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Permits (OSHA related: Dig permits, hot work, and alike)(Applied as required)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Traffic control/work zone hazards properly marked	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Vehicles (Speed, lights working, seat belts, properly maintained, licenses and certificates as req.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

Contractor Firm Name:

Employee(s) Name:

Valid Passports(s) presented?

Time:

Specific location:

Detail the specifics of any performance correction cited.

Detail:

What contractor Leadership / Management representative was notified and by whom?

E.ON U.S.
Contractor Safety Management
Quality Assurance Closure Form for Contractors

At the completion of any project the contractor's representative must inspect and attest to each of the following and shall return this form to their contract proponent prior to departure from the job site. The contract proponent will then forward a copy of the Job Closure Form the Health and Safety Specialist/Consultant.

Work description and location:

Print the name of your E.ON U.S. Contract Proponent:

- | | | |
|---|------------------------------|-----------------------------|
| 1. Has the technical scope of work been completed? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Has the job site been cleaned and returned to original or better condition? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Have all materials been properly disposed of and documented as required? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Have all Lockout and Tagout clearances been removed / released. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. Have all required statistics been entered into the Contractor's Safety Database? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Details on each of the five specific requirements may be added to the reverse side of this form. If a "No" box is checked, specific details are required for submission of this job closure document.

Name of the contractor firm:

Name of the contractor's representative completing this form (print):

Representative's telephone number:

Contractor representative's signature:

Date:

NOTE: List, by number, on the following page, an explanation of any item that was checked NO.

Required Detail:

Required Detail:

List by number the reasons of any item that was checked NO.

RISK IDENT. NO 911144255

STATE INTERSTATE

STATE	² W	³ SRP	⁴ EXP EXC LOSSES	⁵ EXPECTED LOSSES	⁶ EXP PRIM LOSSES	⁷ ACT EXC LOSSES	⁸ BALLAST	⁹ ACT INC LOSSES	¹⁰ ACT PRIM LOSSES
AL	015	1570	1688	2059	371	0	25200	0	0
FL	014	1825	4385	5348	963	0	29200	0	0
IN	018	1095	0	0	0	0	22000	0	0
KY	016	1435	41056	50709	9653	0	23000	791	791
MO	010	2150	4163	5270	1107	0	30100	0	0
NC	013	2110	21050	24195	3145	0	29575	0	0
SC	012	2380	760	884	124	0	33250	0	0
TN	014	1890	65	77	12	0	26425	0	0
VA	015	1635	11296	13706	2410	0	26200	1396	1396

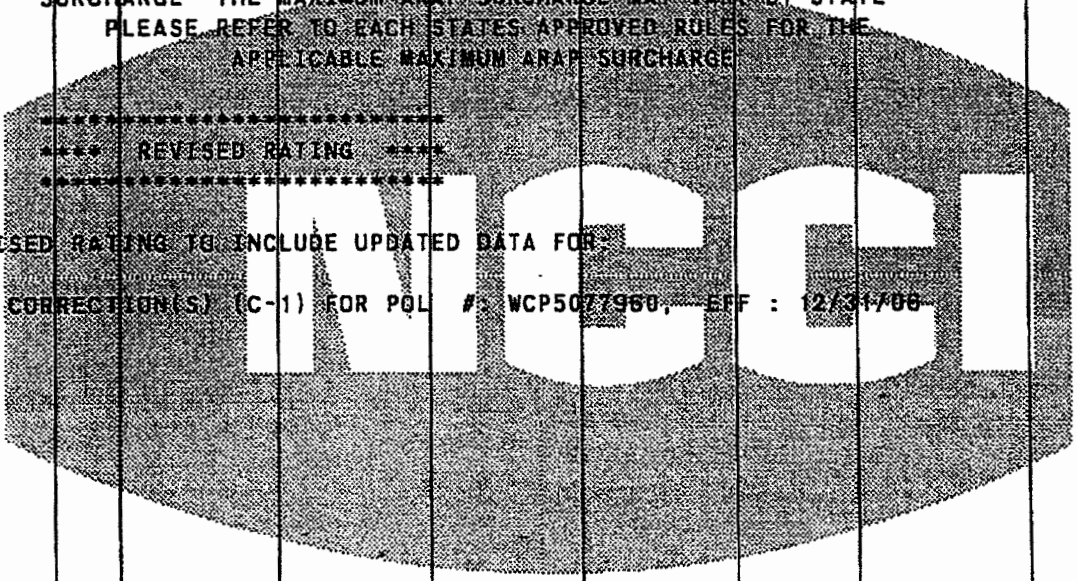
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE PLEASE REFER TO EACH STATES APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE

 *** REVISED RATING ***

REVISED RATING TO INCLUDE UPDATED DATA FOR:

TN CORRECTION(S) (C-1) FOR POL # WCP5077960, EFF : 12/31/06



(ARAP) IF APPL : 1 00

FLA FACTOR: 1 00

(A)	(B)	(C) EXPECTED EXCESS (D-E)	(D)	(E)	(F) ACTUAL EXCESS (H-I)	(G)	(H)	(I)
015		84463	102248	17785	0	25810	656	656

* Total by Policy Year of all cases \$2,000 or less.
 # Limited loss.
 C Catastrophic loss.
 D Disease Loss.
 E Employers' Liability Loss.

(11) PRIMARY LOSSES (12) STABILIZING VALUE (13) RATABLE EXCESS (14) TOTALS

	(11)	(12) X (11-W) + (13)	(14) X (F)	(14)	(15) EXP. MOD.
ACTUAL	656	97604	0	98260	LA / 00
EXPECTED	17785	97604	12669	128058	0 77

PAGE NUMBER 000

DATE 09/24/08

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RISK IDENT. NO 911144255
STATE INTERSTATE

STATE	² W	³ SRP	⁴ EXP EXC LOSSES	⁵ EXPECTED LOSSES	⁶ EXP PRIM LOSSES	⁷ ACT EXC LOSSES	⁸ BALLAST	⁹ ACT INC LOSSES	¹⁰ ACT PRIM LOSSES
FL	015	1785	6745	8126	1381	0	28600	0	0
IN	020	1020	604	805	201	0	20500	0	0
KY	017	1375	56327	68720	12393	173841	24750	179034	5193
MD	010	2065	2353	2978	625	0	28875	500	500
NC	014	1925	13337	15508	2171	0	30800	0	0
VA	016	1530	12029	14588	2559	0	24400	1396	1396

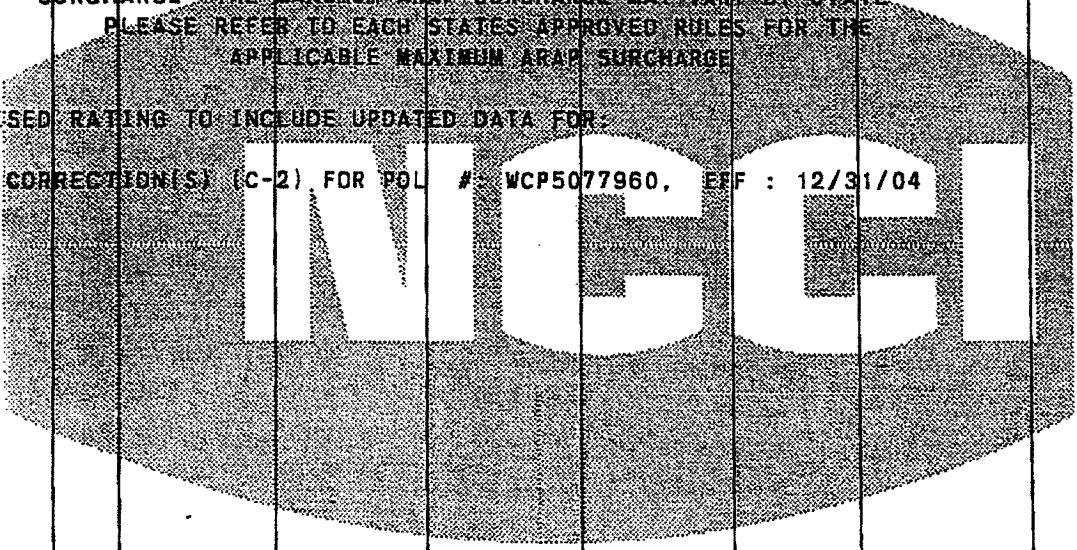
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED

**** REVISED RATING ****

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE PLEASE REFER TO EACH STATES APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE

REVISED RATING TO INCLUDE UPDATED DATA FOR:

NC CORRECTION(S) (C-2) FOR POL #: WCP5077960, EFF : 12/31/04



(ARAP) IF APPL : 1 00

FLA FACTOR: 1 00

(A)	(B)	(C) EXPECTED EXCESS (D-E)	(D)	(E)	(F) ACTUAL EXCESS (H-I)	(G)	(H)	(I)
016		91395	110725	19330	132500	25914	138477	5977

* Total by Policy Year of all cases \$2,000 or less.
Limited loss.
C Catastrophic loss.
D Disease Loss.
E Employee's Liability Loss.

(11) PRIMARY LOSSES (12) STABILIZING VALUE (13) RATABLE EXCESS (14) TOTALS

PAGE NUMBER 000

DATE 04/21/08

ACTUAL	(I)	(C) x (11-W) + (G)	(A) x (F)	(L)	(15) EXP. MOD.
5977		102686	21200	129863	
EXPECTED	(E)	(A) x (C)	(H)	(J)	(K) / (I)
19330		102686	14623	136639	0 95

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WORKERS COMPENSATION EXPERIENCE RATING

CHARAH INC

EFFECTIVE DATE 12/31/06

RISK IDENT. NO 911144255

STATE INTERSTATE

STATE	² W	³ SRP	⁴ EXP EXC LOSSES	⁵ EXPECTED LOSSES	⁶ EXP PRIM LOSSES	⁷ ACT EXC LOSSES	BALLAST	⁹ ACT INC LOSSES	¹⁰ ACT PRIM LOSSES
FL	018	1680	24902	30003	5101	11251	33500	16251	5000
IN	026	910	592	800	208	0	25550	0	0
KY	021	1370	79768	97338	17570	173749	30250	179968	6219
NC	018	1685	18455	21716	3261	250	33750	5250	5000
VA	020	1395	6249	7811	1562	0	30800	0	0

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED

**** REVISED RATING ****

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE PLEASE REFER TO EACH STATES APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE

REVISED RATING TO INCLUDE UPDATED DATA FOR:

KY CORRECTIONS (C-2) FOR POL # WCP5077960, EFF : 12/31/03

NC CORRECTIONS (C-1) FOR POL # WCP5077960, EFF : 12/31/04

NCCI

(ARAP) IF APPL : 1 00 FLA FACTOR: 1 00

(A)	(B)	(C) EXPECTED EXCESS (D-E)	(D)	(E)	(F) ACTUAL EXCESS (H-I)	(G)	(H)	(I)
020		129966	157668	27702	143501	31354	158867	15366

* Total by Policy Year of all cases \$2,000 or less.
 # Limited loss.
 C Catastrophic loss.
 D Disease Loss.
 E Employers Liability Loss.

(11) PRIMARY LOSSES (12) STABILIZING VALUE (13) RATABLE EXCESS (14) TOTALS

	(11)	(12) X (11-W) + (G)	(A) X (F)	(J)	
ACTUAL	15366	135327	28700	179393	(15) EXP. MOD.
EXPECTED	27702	135327	25993	189022	(16) / (15)
					0 95

PAGE NUMBER 000

DATE 12/20/06

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Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health programs.

OSHA's Form 300
Log of Work Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure if a case is recordable, call your local OSHA office for help.

Charah Inc.

Louisville, KY

Identify the person		Describe the case				Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness (M)				
(A) Case #	(B) Employee's Name	(C) Job Title (e.g. welder)	(D) Date of injury or onset of illness (month/day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill. (e.g. Second degree burns on right forearm from acetylene torch)	Using these four categories, check ONLY the most serious result for each case:										
						Death	Days away from work	Job transfer or restriction	Remained at work Other recordable cases	On the job transfer or restriction	Away from work	Injury	Skin Disorder	Respiratory condition	Poisoning	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)
1	Jeff Scott Walker	Equipment Operator	1/9	Landfill at Plant Crist	Twisted or sprain ankle			X		7	0	X				
2	Chaz Lancasterr	Laborer	4/28	Flynn Pit, creek bank	Strain Lower Back			X		4	0	X				
3	William G. Wiggington	Mechanic	7/8	Near Ash Screen Plant	Body through electrocution	X										
4	Tim Jacobi	Equipment Operator	8/4	Landfill at Plant Crist	Twisted or sprain ankle			X		7	0	X				
5																
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																
Totals						1	0	3	0	18	0	3	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1)
Skin Disorder (2)
Respiratory condition (3)
Poisoning (4)
All other illnesses (5)

Note: If additional entries are required, just copy rows from the bottom of the case area and paste them back.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics,

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health programs.

Form approved OMB no. 1218-0176

OSHA's Form 300

Year: **2008**

Log of Work Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure if a case is recordable, call your local OSHA office for help.

Charah Inc.

Louisville, KY

Identify the person		Describe the case			Classify the case											
(A) Case #	(B) Employee's Name	(C) Job Title (e.g. welder)	(D) Date of injury or onset of illness (month/day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill. (e.g. Second degree burns on right forearm from acetylene torch)	Using these four categories, check ONLY the most serious result for each case:				Enter the number of days the injured or ill worker was:	Check the "injury" column or choose one type of illness (M)					
						Death	Days away from work	Remained at work	Other recordable cases	On the job transfer or restriction	Away from work	Injury (1)	Skin Disorder (2)	Respiratory condition (3)	Poisoning (4)	All other illnesses (5)
						(G)	(H)	(I)	(J)	(K)	(L)					

Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health programs.

Form approved OMB no. 1218-0176

Year: 2007

OSHA's Form 300
Log of Work Related Injuries and Illnesses

Charah Inc.

Louisville KY 40243

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure if a case is recordable, call your local OSHA office for help.

Identify the person		Describe the case			Classify the case											
(A) Case #	(B) Employee's Name	(C) Job Title (e.g. welder)	(D) Date of injury or onset of illness (month/day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill. (e.g. Second degree burns on right forearm from acetylene torch)	Using these four categories, check ONLY the most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness (M)				
						Death	Days away from work	Remained at work	Other recordable cases	On the job transfer or restriction	Away from work	Injury (1)	Skin Disorder (2)	Respiratory condition (3)	Poisoning (4)	All other illnesses (5)
						(G)	(H)	(I)	(J)	(K)	(L)					

Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

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OSHA's Form 300
Log of Work Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific scoring criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure if a case is recordable, call your local OSHA office for help.

Charah Inc.

Louisville KY 40243

Identify the person		Describe the case				Classify the case				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness (M)				
(A) Case #	(B) Employee's Name	(C) Job Title (e.g. welder)	(D) Date of injury or onset of illness (month/day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill. (e.g. Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Remained at work Other recordable cases (J)	On the job transfer or restriction (K)	Away from work (L)	Injury (1)	Skin Disorder (2)	Respiratory condition (3)	Poisoning (4)	All other illnesses (5)
1											days	days				
2											days	days				
3											days	days				
4											days	days				
5											days	days				
6											days	days				
7											days	days				
8											days	days				
9											days	days				
10											days	days				
11											days	days				
12											days	days				
13											days	days				
14											days	days				
15											days	days				
16											days	days				
17											days	days				
18											days	days				
19											days	days				
20											days	days				
Totals						0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1)
Skin Disorder (2)
Respiratory condition (3)
Poisoning (4)
All other illnesses (5)

Note: If additional entries are required, just copy rows from the bottom of the case area and paste them back.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics,

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health programs.

Log of Work Related Injuries and Illnesses

Year: 2006

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure if a case is recordable, call your local OSHA office for help.

Charah Inc.

Louisville, KY

Identify the person		Describe the case			Classify the case																											
(A)	(B)	(C)	(D)	(E)	(F)																											
Case #	Employee's Name	Job Title (e.g. welder)	Date of injury or onset of illness (month/day)	Where the event occurred (e.g. Loading dock north end)	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill. (e.g. Second degree burns on right forearm from acetylene torch)																											
					<table border="1"> <tr> <th colspan="2">Using these four categories, check ONLY the most serious result for each case:</th> <th colspan="2">Enter the number of days the injured or ill worker was:</th> <th colspan="5">Check the "injury" column or choose one type of illness (M)</th> </tr> <tr> <td>Death</td> <td>Days away from work</td> <td colspan="2">Remained at work</td> <td rowspan="2">On the job transfer or restriction</td> <td rowspan="2">Away from work</td> <td rowspan="2">Injury (1)</td> <td rowspan="2">Skin Disorder (2)</td> <td rowspan="2">Respiratory condition (3)</td> <td rowspan="2">Poisoning (4)</td> <td rowspan="2">All other illnesses (5)</td> </tr> <tr> <td>(G)</td> <td>(H)</td> <td>Job transfer or restriction (I)</td> <td>Other recordable cases (J)</td> <td>(K)</td> <td>(L)</td> </tr> </table>		Using these four categories, check ONLY the most serious result for each case:		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness (M)					Death	Days away from work	Remained at work		On the job transfer or restriction	Away from work	Injury (1)	Skin Disorder (2)	Respiratory condition (3)	Poisoning (4)	All other illnesses (5)	(G)	(H)	Job transfer or restriction (I)	Other recordable cases (J)	(K)	(L)
Using these four categories, check ONLY the most serious result for each case:		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness (M)																												
Death	Days away from work	Remained at work		On the job transfer or restriction	Away from work	Injury (1)	Skin Disorder (2)	Respiratory condition (3)	Poisoning (4)	All other illnesses (5)																						
(G)	(H)	Job transfer or restriction (I)	Other recordable cases (J)								(K)	(L)																				

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Year: 2006

OSHA's Form 300
Log of Work Related Injuries and Illnesses

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Charah Inc.

Louisville, KY

Identify the person		Describe the case			Classify the case											
(A) Case #	(B) Employee's Name	(C) Job Title (e.g. welder)	(D) Date of injury or onset of illness (month/day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill. (e.g. Second degree burns on right forearm from acetylene torch)	Using these four categories, check ONLY the most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness (M)				
						Death	Days away from work	Job transfer or restriction	Remained at work Other recordable cases	On the job transfer or restriction	Away from work	Injury	Skin Disorder	Respiratory condition	Poisoning	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)
38723	Jerry Sirls	Forklift operator	1/27	Manufacturing plant, Emporia, VA	Left Ring finger smashed between roller and pallets	0	0	0	1	days	days	1				
38724	Nathaniel Black	General Labor	3/16	Manufacturing plant, Emporia, VA	Strain Back while lifting			1		4 days	days	1				
38725										days	days					
38726										days	days					
38727										days	days					
38728										days	days					
38729										days	days					
38730										days	days					
38731										days	days					
38732										days	days					
38733										days	days					
38734										days	days					
38735										days	days					
38736										days	days					
38737										days	days					
38738										days	days					
38739										days	days					
38740										days	days					
38741										days	days					
38742										days	days					
Totals						0	0	1	1	4	0	2	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1)
Skin Disorder (2)
Respiratory condition (3)
Poisoning (4)
All other illnesses (5)

Note: If additional entries are required, just copy rows from the bottom of the case area and paste them back.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics,

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JB
CHARA-1

DATE (MM/DD/YYYY)
01/05/09

PRODUCER
Rudd Insurance, Inc.
P O Box 609
411 N Main St
Madisonville KY 42431
Phone: 270-821-3366 Fax: 270-825-8307

INSURED

Charah Inc.
Unit M Ste 100, 307 Townepark
Louisville KY 40243

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Westfield Companies	24112
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMM3414617	12/31/08	12/31/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CMM3414617	12/31/08	12/31/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CMM3414617	12/31/08	12/31/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCP5077960	12/31/08	12/31/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / PECIAL PROVISIONS
 E.ON US Services, Inc. & Affiliates are included as additional insured under general liability form CG7057, and includes waiver of subrogation per general liability form CG2404

CERTIFICATE HOLDER

CANCELLATION

EONUS-1

E.ON US Services, Inc.
& Affiliates
Supply Chain
820 W. Broadway
Louisville KY 40232

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Bob Werner

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Safety Plan for WKE Landfill Operations

GENERAL

The Safety of all employees and the public is Charah Inc. number one priority and all individuals should be committed to this objective. Charah Inc. asks that all employees dedicate themselves to the safety and health of the individual employee, fellow worker and your families. Achievement of Charah's safety goals and programs will impact all employees and operations. Success requires that each and every Charah employee make a "No Excuses" safety commitment.

For the Charah safety program to succeed, each employee must make a personal commitment to work safely by staying healthy, being alert, working in the safest manner possible, avoid being under the influence of alcohol and controlled substances in the workplace, and conducting themselves in a way that ensures the safety of others. Employees are urged to report all workplace hazards to management and make suggestions for safety improvements. By working together, a safer workplace can be achieved.

Management and supervision have been delegated the necessary responsibility and authority to implement this process and execute all work in a safe manner. Any manager or supervisor, regardless of his/her position or longevity with this project, who willfully neglects to accept this responsibility or fails to adhere to the rules and regulations set forth in this safety and health manual, shall be subject to dismissal.

EXECUTION OF THE SAFETY PLAN

Before safety orientation all employees will complete pre-employment chemical screening and have a state and federal criminal background check preformed as well as a review of their states driving record as required by agreed contract. Documented training in the skill in which the employee will be working will be housed at the contractor and subcontractors place of business and a form stating all employees have been trained as mandated by OSHA will be available on site. Audits of training records will be preformed periodically to ensure integrity. Employees will be given PPE to perform their jobs then instructed to attend any project site safety orientation or hazard awareness class as well as the Charah Inc. site orientation class. Class attendance will be maintained at the field office and a Charah Logo sticker will be provided to only personal that have completed this training.

ORIENTATION/SAFETY TRAINING

Safety training will be conducted for all personnel and subcontractors as described in Charah Inc. safety manual. The Site General Manager will insure that all personnel and subcontractors are trained in hazard recognition, has documentation of their recent Passport training, task training, and other training the employee may need in performing work activities in compliance with safe work practices and procedures. Subcontractors are required by Charah and OSHA regulations to provide training for their employees. All employees will attend site orientation. The site orientation will be an overview of the following.

Fall Protection
Personal Protective Equipment
Excavation Safety
Confine Space Entry

Electrical Safety
Blood Borne Pathogens
Work Permits
Housekeeping

Employee Expectation
Emergency Evacuation
Ladder Use

Incident report
Rigging and Lifting
Fire extinguishing devices

Additional training will be conducted based on task to be performed or job classification. Furthermore Charah Inc. will utilize their **Three Approved Passport Trainers** to ensure complete training compliance is accomplished.

PRE-JOB BRIEFINGS

Each work group under the direction of the supervisor or contract general manager should analyze all jobs for hazards to indicate what safety measures are to be taken before starting a new task. The supervisor will ensure that any hazards present and the preventive measures are explained and understood by each employee involved in the task. Each employee should be able to demonstrate a thorough understanding of every safety instruction given on each job they are to perform.

Pre-Job Briefings will be conducted on each shift prior to commencing work and before every major work evolution. Pre-job briefings will be documented on a Charah Inc. Safety Assessment/Pre-Job Briefing Form and maintained at field office for auditing.

SUBCONTRACTORS

All project subcontractors shall adhere to the following:

All Subcontractors shall understand and comply with all safety directives posted by Charah Inc., EON-US, State and Federal Safety Laws and Standards. Prior to mobilization, all Subcontractors will undergo a safety evaluation and receive approval from Charah Inc. This information will be registered using Charah Inc. Contractor Safety Qualification Questionnaire.

Each Subcontractor must complete WKE/Charah Inc. specific orientation and become familiar with and follow all job site safety programs, policies and procedures, job site hazard communication process and any applicable emergency evacuation plan. Read, understand and follow all safety signs, posters, instructions, and materials used to indicate warnings, instructions, and directions for safe work performance. Participate in all safety and health training programs, safety meetings and pre-job briefings.

No chemicals will be permitted on site without submittal of Contractor Chemical Control Form to Charah Inc. site General management prior to arrival.

Horseplay, fighting, gambling, firearms, alcohol, drugs and other banned substances is strictly prohibited on any job site. Inform the designated company safety representative or any company supervisor immediately of any observed unsafe situation.

SAFETY PROGRAM

The Project General Manager shall designate and authorize all required competent persons as described by OSHA. Competent person shall be designated for excavations, scaffold construction, ladders, body harnesses, and lanyards, fire extinguishers, rigging, assured grounding, and confined spaces. Regular inspections will be conducted by the competent person and will cover tools, equipment, materials, and the job site. Site Safety Support Team will conduct Site Safety Assessments weekly. The site Safety Assessment will be made available for review.

Defective equipment will be repaired or removed from the owner's property in a timely manner.

ACCIDENTS/INJURIES

One of the objectives of this project is to execute the scope with zero safety events. It is expected that all tasks will be executed in accordance with the Job Safety Analysis (JSA)

If contract employee experiences an accident, immediate first aid if need will be provided, the contractor will notify the Site General Manager or designee immediately. The Site General Manager will follow the site reporting procedures as appropriate. If the accident is serious, the contractor will immediately contact and notify the control room and site Safety Specialist. Seriously injured employees will be transported to the local emergency care facility established by Charah Inc. Investigation of accidents will be initiated and led by the contractor(s) involved and full reporting will be forward to Charah Inc. Safety department. All incidents no matter how small will be reported to Charah Inc. Safety Manager as well as the site General Manager.

NON-EMERGENCY INJURIES and NEAR MISSES

All near misses and non-emergency injuries shall be reported to the Supervisor and Project General Manager immediately. Refer to Incident reporting procedures in the Charah Inc. Safety Manual.

SAFETY MEETINGS

Safety meetings or tool box talks will be held on a weekly schedule with a signed roster forward to Charah's home office for filing. These meetings will instruct each employee in how to recognize and avoid unsafe conditions and inform the employees of policies and procedures applicable to their work environment. Safety meetings should focus on controlling or eliminating hazards or exposure that can cause illness or injury. Group participation and individual attendance is expected in all safety meetings.

PERSONAL PROTECTIVE EQUIPMENT

Minimal personal protective equipment (PPE) is hardhat, safety glasses with side shields and safety shoes/boots with steel or safety toes. All personnel are also required to carry a pair of leather work gloves with them. Specific requirements for these items are as follow:

Head Protection; Approved hard hats must be worn at all times by all personnel while on project except while on enclosed equipment with rollover protection, automobile compartments and office buildings. Hard hats must be worn with the bill in front to help protect the nose and the headband forward for proper fit. Welders are allowed to wear a welder hard hat with a welding hood attached.

Hard hats that do not meet ANSI standards such as but not limited to bump caps or hats made from metallic materials are strictly prohibited.

Eye Protection; Approved safety glasses issued at the project must meet ANSI Z87.1 requirements and must be worn at all times by all personnel while on the project except while on equipment or vehicles with enclosed cabs or inside office space. Employees who wear prescription glasses are also required to abide by the ANSI Z87.1 Standards.

While working with certain tools such as grinders, chain saw, chop saw, chipping gun, jackhammer, additional eye or face protection maybe needed. Refer to Task Training Module for special instructions pertaining to these environments.

Foot Protection; Sturdy safety work shoes/boots with steel toes or safety toes are required. Shoes must have substantial weight to upper to protect the foot from injury due to impact or puncture. Traditional leather or leather equivalent footwear meets this requirement. The sole must be constructed of substantial weight material such as leather or equivalent. Structural crewmembers are allowed to wear safety boots with flat soles. No open toe shoes or athletic shoes even though they are steel toed are allowed.

Gloves; Gloves are to be worn while performing construction activities where the hands are at risk of being injured. Gloves shall not be worn when working with rotating equipment where the glove could be entrapped in the tool, such as with drilling and threading activities. All welders and riggers should wear high-cuffed leather gloves yet they are not mandatory. Certain construction activities such as concrete work or fueling operations may require the use of specialized gloves.

Other; For hazardous activities such as grinding, chipping guns, air impacts, chainsaw, welding, etc., all personnel within 10 feet must wear the same prescribed personal protective equipment that is required for the person performing that particular operation. All personnel are encouraged to wear hearing protection at all times while in the construction and operating areas of the project. At a minimum, personnel are required to wear ear plugs while operating power or air tools, working around air compressors and working around heavy equipment or other situation where the employee is exposed to greater than 85 decibels or in areas where hearing protection is posted. See Charah Inc. hearing protection plan for complete details.

SAFETY RECORDS/REPORTING

The Project General Manager will maintain all first aid logs, injury/incident records, doctor's paperwork, release notification, training records and EON-US Monthly man-hour reports. Injury/incident/near miss reports and root cause investigations provide information that will be used for lessons learned and aid in preventing similar injury/incidents/near misses from occurring.

All reports will be filed at the Charah Inc. office trailer on site for viewing.

SIGNS AND BARRICADES

During the course of work, barricades will be erected as needed to warn of hazards. Yellow barricade indicates a hazard that is not immediately hazardous to life; Red barricade indicates a hazard that is immediately dangerous to life. Owing crew may enter; all others must receive owner's permission. Rigid barricades and perimeter barricades will be erected as needed. Bi-lingual signage will be posted as required.

SUBSTANCE ABUSE

All Charah Inc. employees and Sub-Contractor employees will be chemically screened as part of the hiring process. All subcontractors shall notify Charah Inc. in writing and shall include on company stationary the name and identifying number of each employee who has passed the chemical screen. Employees or contractors who fail chemical screening are prohibited from working on Charah's projects.

To ensure a drug-free work place Charah Inc. also requires post-accident, reasonable suspicion, and random chemical screening. All employee vehicles, toolboxes, and lunch boxes may be searched by local authorities and drug dogs.

Refer to Charah Inc. Safety Manual for complete Substance Abuse Policy.

In addition to Charah Inc. Substance Abuse Policy, All Charah Inc. employees assigned to this job will fall under the EON-US Substance abuse plan for Residential Contractors. At a minimum the employee shall be required to complete a negative drug and alcohol pre-test before reporting to work on-site unless reporting from another EON-US facility within 30 days. Charah Inc. shall complete random drug and alcohol testing on 5% of its on-site resident employees each month for the duration of the on-site work assignment.

SMOKING/TOBACCO USE

Smoking is allowed at designated areas only. Smoking will not be allowed in any building or office space, tool room, or other enclosed space. Spitting in trash cans in paths of normal foot traffic and in working areas is prohibited.

SECURITY PLAN

All Charah Inc. employees and employees of Charah Inc. Sub-Contractors will adhere to WKE security measures. These requirements will be discussed as part of the site specific orientation. The Project General Manager will coordinate all scheduling of traffic in and through the security gate. No visitor will be allowed on site without a member of the management available. After access is granted the visitor will be ask to park in the visitor parking lot and wait for a member of management to escort them to the office complex. No visitor will be permitted in any area of the site unaccompanied outside the office complex.

Security Rules

1. Charah Inc. personnel and subcontractors will be advised of parking areas during orientation. Personnel should park in the designated parking lot and use the designated entrance.
2. Driving past the main office without checking in is strictly prohibited.
3. Vendors requiring cars, trucks or mobile equipment be driven on site will be identified prior to arrival if at all possible. Mobile equipment and trucks shall be in good condition and free of contaminants.
4. All posted speed limits must be obeyed.
5. Do not remove company or client property without authorization.
6. Random searches will be conducted of any personal belongings or other property.
7. All vehicles are subject for inspection in and out of the property.
8. Report all security violations.

FIRE PREVENTION

Storage of flammable liquids or material in the work area will be restricted to the minimum level required for each shift. Bulk flammable storage areas will be limited to materials needed for planned work and coordinated with Charah Inc. Safety/Environmental team for threshold quantities not to be exceeded. All flammable or combustible storage areas shall comply with OSHA and NFPA requirements. Do not store combustibles and flammables together. All storage areas shall have extinguishers and signage per OSHA requirements. All flammable material storage areas will be identified on a map and updated as needed.

Before using an open flame, employees will make certain proper fire extinguishers are in the immediate area, know the location of the fire extinguishers, and know how to use them. All work areas will be kept free of combustible materials and all oily rags will be stored in a covered metal container for disposal. Flammable liquid containers will be clearly labeled and stored in a separate isolated area. When transferring flammable class one liquids, employees will ensure containers are grounded for static electricity. OSHA safety containers will be used for all portable gasoline use. Do not refuel a piece of equipment while the engine is running.

HOUSEKEEPING

Good housekeeping is essential in accident prevention and shall be a part of the daily routine with clean up being a continuous procedure. All protruding nails in lumber must be pulled and disposed, bent or cut to prevent accidents. The working areas, ladders and passageways shall be kept free from loose materials and debris. All excess materials shall be stacked with due consideration for safety. Separate trash, oily and used rags, and other refuse should be placed in appropriate designated containers provided. Paper drinking cups, lunch debris and trash shall be placed in trash barrels for removal from the area. Containers for scrap metal, recyclables and spray cans shall be identified. Welding rods must always be placed in scrap metal containers. Combustible scrap and debris shall be removed at regular intervals. Shipping materials such as shrink-wrap and banding straps shall be placed in appropriate trash receptacles immediately after removal.

FALL PROTECTION

The project as well as OSHA's requirements requires that 100% fall protection be used when exposed to a fall hazard of four feet or more on walking/working surfaces. 100% fall protection means that no exposure to a fall hazard of more than four feet shall be permitted without protection. In addition, each employee less than 4' above dangerous equipment shall be protected from falling into/onto dangerous equipment by using guardrail systems, personal fall protection, or safety netting. 100% fall protection may consist of the following:

Using personal fall protection equipment: a full body harness with double locking shock absorbing lanyard (See Charah Inc. Fall Protection policy in Safety the Safety Manual)

When working within 6 feet of the edge of a completed platform and more than 4 feet above a lower level, employees will be protected from fall hazards. Specifics on fall hazards of foundations and grating platforms are as listed;

Guardrail systems with mid rail and toe boards will be placed on structural foundation sides and edges where the foundation is more than four feet above a lower level. Yellow barricade tape and warning signs will be placed on structural foundation between 19 inches and four feet above a lower level.

The guardrail systems will be capable of withstanding, without failure, 200 pounds applied within two inches of the top edge in any outward or downward direction, at any point along the top edge.

All fall protection, barricading and warning signs will be removed once surface elevations surrounding structural foundations are backfilled to 18 inches or less.

All grating platforms under construction shall be viewed as incomplete and unsecured, requiring wearing person fall protection equipment-safety harness and dual shock absorbing lanyards. If at anytime an employee is within six feet of unsecured grating they will attach their lanyards and maintain 100% tie off while exposed.

Stairway landings and ladder platforms with unprotected sides and edges shall require fall protection. Stairways with unprotected sides or edges will require fall protection. Lifelines are to be used for continuous fall protection and when there is no existing structure for anchorage. Any existing structure used for tie off must be able to hold the weight of 5400 lbs. Conduit, cable tray rung, and unsecured pipe shall not be used as anchorage points.

For further information concerning fall protection, refer to the Charah Inc. Safety Manual and Fall Protection guidelines.

LOCKOUT/TAGOUT-ISOLATION OF ENERGY SOURCES

A system of locking, tagging and testing/trying will be used for this project, using appropriate tags and locks on each piece of equipment or device that can be energized, pressurized, operated, placed in service, or removed from service, and has the potential to cause a hazard to personnel or equipment. All employees of Charah as well as employees of Charah Inc. subcontractors will follow at minimum Charah Inc. Lockout/tagout procedures, as established in Charah Inc. Safety Manual or the written procedures of their own policy provided it has been approved by the Safety Department of Charah Inc. At any point where the work being performed by Charah Inc. or any of its Sub-Contractors interfaces with West KY Energy's equipment, then the Lockout/Tag out procedures of the two companies must be followed. A complete training of the two policies will be conducted prior to the interface.

CRANE USE

It is Charah Inc. policy not to allow any employee of Charah Inc. to operate a crane while on Charah's job sites or an employee representing Charah Inc. on other jobs no matter how qualified that employee may be or the amount of training that employee has had in the past.

In the event that Charah Inc. should need a crane to conduct proper lifting of material at any of its job sites, a qualified rigging company shall be used.

The rigging company shall use as a guideline the following criteria;

1. Insurance limits of \$5,000,000 naming Charah Inc. as certificate holder and additional insurer
2. Show proof that a third party certified Competent Person has conducted annual inspection of all cranes and powered hoisting devices used on the job.
3. Cranes shall be inspected daily, before each shift and whenever a new operator takes control of the crane
4. All rigging and rigging devices shall be inspected by a competent person prior to each use. Defective components shall be removed from the job site immediately.
5. All Critical crane lifts required a company review or JHA. In no case shall the crane lift more than 85% of its rating.
6. Proper lifting procedures shall be used on all lifts. Outriggers must be extended and used prior to the boom being unsaddled.
7. Operators of cranes must be trained and certified by the National commission for the Certification of Crane Operators and must be qualified for each type of crane and rigging they operate.

ACCIDENT PREVENTION PROGRAM CONTRACTOR JOB HAZARD ANALYSIS

Principle Steps	Potential Hazards	Control Measures
General Physical Hazards	<ul style="list-style-type: none"> · Slip, trip, fall 	<ul style="list-style-type: none"> · Site employees will be required to wear hard hat, safety glasses with side shields, work gloves, and steel-toe boots beyond the Main Office Complex and other field offices. · Whenever possible, avoid routing cords, ropes, and hoses across walking pathways. · Flag or cover inconspicuous holes to protect against falls.
	<ul style="list-style-type: none"> · Poor housekeeping 	<ul style="list-style-type: none"> · Work areas will be kept clean and orderly. · Garbage and trash will be disposed of daily in approved refuse containers. · Tools and accessories will be properly maintained and stored. · Work areas and floors will be kept free of dirt, grease, and slippery materials. · Materials shall be stored to allow clear access to aisles, pathways, and travel routes. · Field vehicles will be kept clean and orderly (i.e., cab, truck beds, tool boxes, trunk, and camper shells).
	<ul style="list-style-type: none"> · Manual lifting 	<ul style="list-style-type: none"> · Size up the job, think it through. · Lift with your legs, not your back. Use mechanical equipment whenever possible. · Get assistance when manually lifting awkwardly-sized items or those items over 60 pounds.
	<ul style="list-style-type: none"> · Minor cuts and bruises 	<ul style="list-style-type: none"> · Workers shall wear appropriate field attire (i.e., no tank tops, shorts, open-toe shoes, jewelry). · Tools not functioning properly shall be removed from service immediately and tagged for repair. · Workers shall wear cotton or leather work gloves when handling equipment. · Have at least two persons on site trained in First Aid/CPR. · All crew personnel on site shall use the buddy system (working in pairs or teams).
	<ul style="list-style-type: none"> · Chemical contact 	<ul style="list-style-type: none"> · Material Safety Data Sheets (MSDSs) shall be obtained for chemicals brought on site. · MSDSs shall be reviewed with project personnel before using the chemical material.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Hard Hat · Safety glasses with side shields · Steel-toe Boots · Work Gloves 	<u>Inspection Requirements</u> <ul style="list-style-type: none"> · Daily during Daily Safety Meeting 	<u>Training Requirements</u> <ul style="list-style-type: none"> · Project-specific training · Proper use and operation of hand tools · First Aid/CPR (American Red Cross)

ACCIDENT PREVENTION PROGRAM CONTRACTOR JOB HAZARD ANALYSIS

Principle Steps	Potential Hazards	Control Measures
Materials Handling	<ul style="list-style-type: none"> · Back injury 	<ul style="list-style-type: none"> · Size up the job. Use mechanical equipment to lift and move items, when necessary. Lift with your legs, not your back. · Do not lift awkwardly sized items and those items over 60 pounds. · Get assistance when necessary. · If a worker loses control of item, STAND CLEAR and DO NOT try to prevent its fall. · Assure path is clear while transporting items manually (housekeeping).
	<ul style="list-style-type: none"> · Pinch points 	<ul style="list-style-type: none"> · Keep hands and feet clear of moving/suspended materials and equipment. · Wear steel toe/shank safety shoes/boots.
	<ul style="list-style-type: none"> · Drum Spillage/Puncture 	<ul style="list-style-type: none"> · Use a drum dolly or forklift to move drums. · Label all drums as to their contents. · Do not move bulging or leaking drums.
	<ul style="list-style-type: none"> · Slip, trip, or fall 	<ul style="list-style-type: none"> · Assure path is clear while transporting items manually (housekeeping). · Do not stand on drums, boxes, or bags of stored materials. · Get assistance when necessary. · Use mechanical equipment to lift and move items when necessary.
	<ul style="list-style-type: none"> · Cuts, bruises 	<ul style="list-style-type: none"> · Use cotton or leather work gloves for materials handling.
	<ul style="list-style-type: none"> · Splashes 	<ul style="list-style-type: none"> · Wear eye protection as needed (i.e., safety glasses/goggles, and face shield)
	<ul style="list-style-type: none"> · Chemical burns 	<ul style="list-style-type: none"> · Wear appropriate protective clothing and chemical resistant gloves as specified.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Flammable storage containers/cabinets · Drum dolly · Forklift 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · Daily 	<u>Training Requirements:</u> <ul style="list-style-type: none"> · Hazardous Chemicals Handling · Safe lifting practices

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
Compressed Gas Systems	<ul style="list-style-type: none"> · Poor quality compressed gas 	<ul style="list-style-type: none"> · Breathing air shall meet the ANSI 786.1 specifications. · Request certification papers with each shipment of compressed gas. · Perform and document quality check on 1 out of 6 cylinders upon receipt.
	<ul style="list-style-type: none"> · Explosion 	<ul style="list-style-type: none"> · Visually inspect compressed gas cylinders before each use. · Cylinders shall be stored in well-ventilated areas and securely fastened. · Cylinder valves shall be closed prior to transport. · Cylinders shall be protected from temperature extremes and physical damage.
	<ul style="list-style-type: none"> · Misuse 	<ul style="list-style-type: none"> · Cylinders shall be labeled as to their contents and quantity. · Selected regulators shall not be transferred between different gases. · Refill of cylinders must be done by trained persons.
	<ul style="list-style-type: none"> · Disconnect 	<ul style="list-style-type: none"> · Tighten down fittings and couplings before use.
	<ul style="list-style-type: none"> · Injury 	<ul style="list-style-type: none"> · Tie down/secure egress refill whip and air lines to prevent sudden pressurization.
	<ul style="list-style-type: none"> · Storage 	<ul style="list-style-type: none"> · Compressed gas containers should be stored in a secure, upright position with clearly visible labels.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Compressed gas cylinders · Test Kit · Forklift · Compressor 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · Upon receipt · System check prior to each use 	<u>Training Requirements:</u> <ul style="list-style-type: none"> · Compressed Gas Cylinders

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
Drum Handling Guidelines	<ul style="list-style-type: none"> · Spills, leaks 	<ul style="list-style-type: none"> · The drums and containers will be inspected and their integrity assured prior to being relocated. If a container is not in good condition or if it begins to leak, the material must be transferred from this container to a container that is in good condition. · Any drums or containers under pressure, as evidenced by bulging, will not be moved. The cause for the excessive pressure will be determined immediately and appropriate containment procedures implemented to protect employees from explosive relief of the drum or container.
	<ul style="list-style-type: none"> · Personnel injury · Back injury · Chemical exposure 	<ul style="list-style-type: none"> · Prior to the movement of any drums or containers, employees involved in the drum transfer or movement shall be warned of the potential hazards associated with the contents of the drums or containers. Levels of personal protection will be based on the container contents, but at a minimum, will include steel-toe boots, and gloves, hard hats, chemical-resistant gloves and safety glasses. · Employees shall not stand upon or work from drums or containers. · If drums need to be moved any distance, a drum dolly or forklift should be used. · If a worker loses control of a drum while attempting to move it, STAND CLEAR and DO NOT try to prevent its fall. If the fallen drum remains unopened or unbroken, get assistance from coworker(s) to upright the drum.
	<ul style="list-style-type: none"> · Fires 	<ul style="list-style-type: none"> · Fire extinguishing equipment will be on hand and ready for use to control releases of flammable or ignitable materials. The fire extinguishing equipment will be rated 20A:30BC. · All drums will be marked as to the contents.
	<ul style="list-style-type: none"> · Labeling 	<ul style="list-style-type: none"> · Drum must be clearly labeled indicating contents.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Drum dolly · Forklift 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · Daily · Prior to movement of drums 	<u>Training Requirements:</u> <ul style="list-style-type: none"> · General awareness

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
<p>Motor Vehicle Operations/Traffic</p>	<ul style="list-style-type: none"> · Vehicle accidents · Personal injury 	<ul style="list-style-type: none"> · Place physical (i.e., barricades, fencing) around work areas regularly occupied by pedestrians. · If working adjacent to roadways, have workers wear fluorescent orange vests. · Use warning signs or lights to alert oncoming traffic. · Assign flag person(s) if necessary to direct local traffic. · Set up temporary parking locations outside the immediate work area. · Motor vehicle operators shall obey all posted traffic signs, signals, and speed limits. · Wear seat belts when vehicles are in motion. · Contractor employees are not authorized to operate motor vehicles without authorization from the Site Project Manager. · Passenger vehicles and light trucks yield to heavy equipment.
<p><u>Equipment to be Used:</u></p> <ul style="list-style-type: none"> · Passenger vehicles · Traffic cones · Orange vests · Barricades · Flag person(s) 	<p><u>Inspection Requirements:</u></p> <ul style="list-style-type: none"> · Continuous · Monthly Vehicle Inspection 	<p><u>Training Requirements:</u></p> <ul style="list-style-type: none"> · Defensive Driver Training · Driver's license

ACCIDENT PREVENTION PROGRAM CONTRACTOR JOB HAZARD ANALYSIS

Principle Steps	Potential Hazards	Control Measures
<p>Construction/Heavy Equipment Operations</p>	<ul style="list-style-type: none"> · Personal injury · Property damage · Equipment damage 	<ul style="list-style-type: none"> · Only authorized personnel who are qualified and trained shall operate heavy equipment. · Moving heavy equipment must have properly functioning back-up alarms. · Spotters on the ground will assist operators in manipulating vehicles and equipment into tight or confined spaces. · Operators shall maintain a constant awareness of personnel and equipment in the work areas. · Machinery or equipment shall not run unattended unless secured by the operator. No equipment shall be left running beyond a shift's end. · Blade, bucket, etc. will be fully lowered or blocked when not in use or being repaired. · Rollover protection shall be used when conditions call for such use. · No overhead work shall be performed when, as a result of that work, the possibility of a falling object striking any person exists. · When any machinery or equipment is found to be unsafe as a deficiency is noted, the equipment shall immediately be taken out of service and its use prohibited until unsafe conditions have been corrected. · Machinery or equipment shall not be operated in a manner that will endanger persons or property nor shall the safe operating speeds or loads be exceeded. · Getting off or on any equipment while it is in motion is prohibited. · Seats should be provided for each occupant of the equipment. · Safety belts shall be used by the operator while equipment is in use. · Equipment operated on the highway shall be equipped with headlights, taillights, brake lights, back-up lights, and turn signals visible from the front and rear. · All mobile equipment and the areas in which they are operated shall be adequately illuminated. · Mechanized equipment shall be shut down prior to and during fueling operations. · Whenever equipment is parked, the parking brake shall be set. · The rated capacity on lift trucks and cranes shall be posted on the vehicle so as to be clearly visible. · The load capacity ratings shall not be exceeded at any time. · No guard, safety appliance, or device shall be tampered with. · Heavy equipment operators shall inform their Supervisor(s) of any prescribed medication that they are taking that would impair their judgment. · When conditions are such that lightning is occurring, all equipment operations shall cease. Operations shall not start up again for 30 minutes after last occurrence. · Personnel are not allowed to work off of machinery or to use them as ladders. · Never walk or work directly in back of or to the side of heavy equipment without the operator's knowledge and approval.
<p><u>Equipment</u> (i.e., backhoe, heavy duty trucks)</p>	<p><u>Inspection Requirements:</u></p> <ul style="list-style-type: none"> · Daily by operator · Check brakes and all 	<p><u>Training Requirements:</u></p> <ul style="list-style-type: none"> · Qualified equipment operators

Principle Steps	Potential Hazards	Control Measures
	required safety devices · Routine maintenance	

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
Contact with Thermally Hot Materials	<ul style="list-style-type: none"> · Thermal Burns 	<ul style="list-style-type: none"> · All hot surfaces that are in a location where casual contact is possible will be insulated. · Process lines will be assumed to be hot and as a minimum, heat resistant gloves will be used. · Line breaking or valve opening will be performed with caution. Face shield will be used.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Heat resistant gloves · Barricades/barriers · Faceshield 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · Daily prior to initiation of activity 	<u>Training Requirements:</u> <ul style="list-style-type: none"> · General Awareness

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
Noise	<ul style="list-style-type: none"> · Temporary threshold shift. · Permanent threshold shift. 	<ul style="list-style-type: none"> · Review elements of Hearing Conservation Program. · Employees shall be informed of high noise areas where hearing protection is required and these areas marked. · Provide annual audiograms for employees. · Conduct noise surveys on activities in question. · Provide hearing protection on site. · Require use of hearing protection when noise levels are at exceed 85 dBA. · Exposure to impulse or impact noise should not exceed 140 dBA peak sound level. · Use engineering controls (i.e., guards, mufflers, distance) to reduce worker exposure.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Ear plugs · Ear muffs · Ear canal caps 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · Start-up 	<u>Training Requirements:</u> <ul style="list-style-type: none"> · Use of sound level meter · Annual hearing conservation

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
Heat Stress	<ul style="list-style-type: none"> · Heat rash 	<ul style="list-style-type: none"> · Keep the skin clean and dry. · Change perspiration-soaked clothing, as necessary. · Bathe at end of work shift or day. · Apply powder to affected areas. · Wear clean/dry undergarments.
	<ul style="list-style-type: none"> · Heat cramps 	<ul style="list-style-type: none"> · Drink plenty of cool fluids even when not thirsty. · Provide cool fluids for work crews. · Move victim to shaded, cool area. · Inform Supervisor of cramps even if occurring off the job.
	<ul style="list-style-type: none"> · Heat exhaustion 	<ul style="list-style-type: none"> · Physiological worker monitoring as needed (i.e., heart rate, oral temperature). · Set up work/rest periods. · Use the buddy system. · Allow workers time to acclimate. · Have ice packs available for use on breaks.
	<ul style="list-style-type: none"> · Heat stroke 	<ul style="list-style-type: none"> · Evaluate possibility of night work. · Perform physiological monitoring on workers during breaks. · Wear body cooling devices.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Cooling vests · Core control suits · Oral thermometers · Watch 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · At each break 	<u>Training Requirements:</u> <ul style="list-style-type: none"> · Heat stress - Prevention, Symptoms, Treatment

ACCIDENT PREVENTION PROGRAM CONTRACTOR JOB HAZARD ANALYSIS

Principle Steps	Potential Hazards	Control Measures
Confined Space Entry	· Chemical exposure	<ul style="list-style-type: none"> · Use PPE (respiratory equipment if needed) · Conduct air monitoring prior to and during confined space activities. Monitoring shall be conducted in the following order: oxygen, flammable vapors, toxic gases · Establish action levels based on anticipated hazards.
	· Poor ventilation	<ul style="list-style-type: none"> · Use a blower (general ventilation procedures) to circulate or introduce air into confined space.
	· Asphyxiation	<ul style="list-style-type: none"> · Work only in areas that contain 19.5-23.5% oxygen (regardless of level of protection).
	· Worker down	<ul style="list-style-type: none"> · Use the buddy system. · Have two standby personnel at a minimum. · Set up extrication means prior to start of activities. · Set up means of communication among confined space entry team. · Assigned rescue personnel must have rescue training. · All moving parts and machinery in confined space will be lockout/tagout or isolated. · Rescue personnel shall only attempt a rescue in SCBAs.
	· Explosion	<ul style="list-style-type: none"> · Use explosion proof lighting/equipment in potentially flammable atmospheres. · Do not work in confined space where LEL is 10 percent or greater.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Portable lighting (Intrinsically Safe) · Air monitoring instruments · Extrication device (tripod/winch, etc.) · Body harness/lanyard/lifeline · Air horn, Radios 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · Prior to entry · Continuous throughout activities · Each shift • Interruption greater than 60 minutes · Entry permit 	<u>Training Requirements:</u> <ul style="list-style-type: none"> · Confined Space (entrant, attendant, supervisor) · Rescue Training (please notify local fire dept prior to entry for rescue backup) · FA/CPR (American Red Cross)

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
Underground/Overhead Utilities	<ul style="list-style-type: none"> · Electrocution · Explosion 	<ul style="list-style-type: none"> · Before beginning intrusive activities, the Project Manager shall ensure that underground utilities (i.e., electrical, phone, gas, water lines) are located. · Review blueprints and as-built drawings of facility layout. · Field work shall maintain a 20 feet clearance whenever possible. · When underground utilities are exposed, they shall be protected to avoid damage. · All uncovered lines shall be identified before work proceeds. · Personnel on the ground will assist in probing the soils to find the exact location of the lines and will use hand shovels to carefully remove the soil adjacent to the lines. · Identify work area to be cleared. · Look at underground drawings. · Contact owner of work area. · Receive approval for excavation/trenching or relocate activities · Complete the Underground/Overhead Utilities Checklist. · Use surface geophysical methods to locate underground lines if blueprints or as-built drawings are deemed insufficient to accurately locate underground lines.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Magnetometer (as needed) · Nonconducting probe · Hand shovels 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · Utilities inspection · Excavation Permit (as needed) <p>Underground/overhead utility checklist</p>	<u>Training Requirements:</u> <ul style="list-style-type: none"> · Use of magnetometer (as needed)

ACCIDENT PREVENTION PROGRAM CONTRACTOR JOB HAZARD ANALYSIS

Principle Steps	Potential Hazards	Control Measures
<p>Hazardous Energy and Hazardous Material Sources</p>	<ul style="list-style-type: none"> · Electrocution · Electrical burns · Fire · Process Interruption 	<ul style="list-style-type: none"> · Maintain a minimum distance of 20 feet between overhead electrical lines and any part of equipment. · Portable electrical tools and equipment will be double-insulted. · Portable fire extinguishers rated 10A:20BC will be kept on site. · Workers will not handle electrical equipment or wires if their hands are wet or they are standing on wet surfaces. · Electrical cords shall be pulled from the outlet by the plug, not the electrical cord. · Identify the location of underground/overhead electrical lines in the work area, as appropriate. · Power tools shall be tagged and removed from service when not functioning properly. · Lockout/tagout procedures shall be implemented when employees need to perform repair or maintenance on electrical equipment where the unexpected energization, or start-up of stored energy could cause injury. · Worn or frayed extension cords shall be replaced. · All electrical wiring and equipment shall be a type listed by Underwriters Laboratories or another recognized listing agent for the specific application. · Before work begins, the Project Manager shall ensure by inquiry, observation, or instruments that any part of an electric power circuit will not bring any person, tool, or machine into contact with it. · Extension cords shall not be fastened with staples, hung from nails, or suspended by bare wire. · A qualified Master Electrician will inspect all high voltage electrical connections prior to energizing.
<p><u>Equipment to be Used:</u></p> <ul style="list-style-type: none"> · Ground Fault Circuit Interrupter (GFCI) · Electrical Meters · Double-insulated tools · Generator · High Voltage feed lines 	<p><u>Inspection Requirements:</u></p> <ul style="list-style-type: none"> · Prior to start-up 	<p><u>Training Requirements:</u></p> <ul style="list-style-type: none"> · Electrical safety awareness · Lock Out/Tag Out

ACCIDENT PREVENTION PROGRAM CONTRACTOR JOB HAZARD ANALYSIS

Principle Steps	Potential Hazards	Control Measures
<p>Welding, Cutting and Other Hot Work</p>	<ul style="list-style-type: none"> · Welding flash · Welding burns · Fire 	<ul style="list-style-type: none"> · Cutting, welding, or other operations that produce excessive heat, open sparks, or flames shall not be permitted within 50 feet of a potential liquid fuel source. · One 10A:20BC multipurpose dry chemical fire extinguisher shall be readily available in the hot works area. · Complete a Hot Work Permit prior to initiation of hot works. · The area shall be monitored with a combustible gas meter to ensure <10% LEL. Work will not be permitted in atmospheres >10% LEL. · The worker shall be protected from sparks or flame by wearing leather guards (Tyvek is not protective against heat sources). · Welders shall wear welding goggles or hood. · Complete a Hot Work Permit for each shift and when conditions change. · Compressed gas cylinders shall be secure in an upright position. · Gas regulators shall be in proper working order. · Cylinders shall be marked or stenciled to identify the type of gas in the cylinder. · Oil and oily rags shall be kept away from oxygen equipment. · Cylinder valves shall be closed when work is finished and when cylinders are empty or moved. · Objects to be welded, cut, or heated shall be moved to a safe location when possible. · Remove all potential fire hazards in the vicinity. · Review possibility of chemical coating on item(s) to be welded, cut, or heated; provide appropriate respirators protection, if needed, to operator. · Acetylene regulators shall not be adjusted to permit a discharge >15 psig. · Fuel/oxygen combination used for cutting, welding, or heating shall have reverse-flow check valves between torch and regulator.
<p><u>Equipment to be Used:</u></p> <ul style="list-style-type: none"> · Welder · Cutter · Gas cylinders (acetylene and oxygen) 	<p><u>Inspection Requirements:</u></p> <ul style="list-style-type: none"> · Prior to each use check equipment 	<p><u>Training Requirements:</u></p> <ul style="list-style-type: none"> · Qualified welder · Hot Works Permit

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
<p>Extended Work Shifts/Multiple Crews</p>	<ul style="list-style-type: none"> · Fatigue · Reduced productivity. · Increased incident potential. · Increased hazard exposure potential. · Inattention due to familiarity/ relaxing of precautions. 	<ul style="list-style-type: none"> · No employee or contractor is authorized to work when they are overly fatigued. · If driving a motor vehicle (non-CMV) is part of their assignment, then workers will not work more than 14 hours in a 24 hour period. · Heavy equipment will not be operated by one individual for more than 12 hours in any 24 hour period without a minimum of 8 hours off duty. · Employees experiencing negative effects of extended work shifts shall be instructed to rest off duty for a sufficient time period to eliminate the negative effects. · Operators which may extend shifts beyond 12 hours per day, six days a week or which will have multiple shifts operating shall be reviewed by the Site HS Coordinator.
<p><u>Equipment to be Used:</u></p> <ul style="list-style-type: none"> · Multiple Crews · Portable lights 	<p><u>Inspection Requirements:</u></p> <ul style="list-style-type: none"> · Employee fatigue · Availability of work space 	<p><u>Training Requirements:</u></p> <ul style="list-style-type: none"> · General safety awareness

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
Adverse Weather	<ul style="list-style-type: none"> · Lightning Strikes 	<ul style="list-style-type: none"> · Whenever possible, halt activities and take cover. · If outdoors, stay low to the ground, but limit the body surface area that is in contact with the ground (i.e., kneeling on one knee is better than laying on the ground). · Seek shelter in a building if possible. · Stay away from windows · If available, crouch under a group of trees instead of one single tree. · Keep 6 feet away from tree trunk if seeking shelter beneath tree(s). · If in a group, keep 6 feet of distance between people. · Suspend drill rig/crane operations if thunderstorm/lightning is in immediate vicinity.
	<ul style="list-style-type: none"> · Thunderstorms · Tornados 	<ul style="list-style-type: none"> · Listen to the radio or TV announcements for pending weather information. · Cease field activities during thunderstorm or tornado warnings, as directed by the Project Manager. · Seek shelter. Do not try to outrun a tornado. · Do not stand near windows or door glass.
	<ul style="list-style-type: none"> · Earthquakes 	<ul style="list-style-type: none"> · Seek immediate shelter (i.e., door jambs, desks, etc). · Do not stand near windows or door glass.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Radios · Shelter 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · Throughout work activities 	<u>Training Requirements:</u> <ul style="list-style-type: none"> · General awareness · FA/CPR (American Red Cross)

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
Sanitation and Housekeeping	<ul style="list-style-type: none"> · Slip, trip, fall 	<ul style="list-style-type: none"> · Personnel will clean-up the work site daily and dispose of trash. · Refuse containers or bins will be readily available on site. · Provide adequate storage for tools and equipment. · Provide adequate lighting in all work areas. · Provide adequate ventilation in all work areas. · Work areas and floors shall be kept clear of debris. · Materials shall not be stacked higher than 6 feet. · Provide stools, ladder where workers need to access elevated storage areas. · Protruding nails in scrap boards, planks, and lumber shall be removed, hammered in, or bent over flush with the wood. · Weeds and grass shall be kept down. · Flammable materials shall be placed in approved flammable storage containers.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Trash containers · Hand tools 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · Daily 	<u>Training Requirements:</u> <ul style="list-style-type: none"> · General awareness

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
Illumination	<ul style="list-style-type: none"> · Eye strain/fatigue. · Increased injury/ incident potential due to lowered visual acuity. 	<ul style="list-style-type: none"> · Minimum of 5 foot-candles required.
<u>Equipment to be Used:</u> <ul style="list-style-type: none"> · Portable lights/light towers 	<u>Inspection Requirements:</u> <ul style="list-style-type: none"> · General HazCom 	<u>Training Requirements:</u> <ul style="list-style-type: none"> · General safety awareness

**ACCIDENT PREVENTION PROGRAM
CONTRACTOR JOB HAZARD ANALYSIS**

Principle Steps	Potential Hazards	Control Measures
<p>Pressurized Water Cleaning</p>	<ul style="list-style-type: none"> · Noise · Struck by high pressure stream 	<ul style="list-style-type: none"> · See page for Noise Hazards · Secure work area. · Use safety devices as required by manufacturer · Do not hold material to be cleaned. · Do not aim stream at self or other personnel. · Operator of gun/wand/lance shall have full control of the dump valve. · Use only "deadman" type dump valve controls. · Follow work practices per manufacturer. · For shotgunning: <ul style="list-style-type: none"> · Wear metatarsal guards and leg guards · Other Safety Equipment: Hardhat, face shield, safety goggles (impact rated), heavy water resistant suit, ear plugs, chemical resistant boots and gloves.
<p><u>Equipment to be Used:</u></p> <ul style="list-style-type: none"> · Steam Cleaner · Pressure Washer · Hydroblaster 	<p><u>Inspection Requirements:</u></p> <ul style="list-style-type: none"> · Daily inspection by operator · Check hoses, fittings, connections, and safety devices 	<p><u>Training Requirements:</u></p> <ul style="list-style-type: none"> · High Pressure Water Hazards · Hands-on operational training with specific equipment to be operated, per manufacturer guidelines

APPENDIX D

Statement of Acknowledgement



Charah Inc.
307 Townepark Circle
Unit M, Suite 100
Louisville, KY 40243
Phone: 502/245-1353
Fax: 502/245-7398

**STATEMENT OF AGREEMENT AND ACKNOWLEDGMENT
(Site Safety and Health Plan)**

Charah Inc.'s Project Managers, Program Managers and its Site Health and Safety Supervisors have the authority to stop any work performed by Charah, Inc. subcontractors in connection with the above referenced prime contract (the "Project") if work is not performed in accordance with the requirements of this Site Safety and Health Plan (this "Plan").

All Charah, Inc. project personnel and subcontractor personnel are required to sign this Statement of Agreement of Acknowledgment prior to performance of any work at the Project site(s).

By signing below, the undersigned agrees to and acknowledges the following:

1. I have read the Plan and fully understand the Plan and my individual responsibilities under the Plan.
2. I agree to abide by all of the provisions of the Plan in connection with any work related to the Project.

AGREED AND ACKNOWLEDGED:

Printed Name

Signature

Organization

Date

CHARAH INC.

CHARAH INCIDENT # _____ SITE LOCATION _____

INCIDENT DATE _____ REPORT DATE _____

REPORT WRITTEN BY:

NAME OF PERSON INVOLVED IN INCIDENT _____

REPORT TITLE: _____

CIRCUMSTANCES OF INCIDENT (HOW, WHAT, WHY, WHO, ETC.)

NAME, ADDRESS AND PHONE NO. OF INJURED PARTY OR PARTIES:

NATURE AND EXTENT OF DAMAGE

NAME ADDRESSES AND PHONE NUMBERS OF WITNESSES:

PRELIMINARY DOLLAR ESTIMATE OF LOSS: _____

PRECAUTIONARY STEPS TAKEN: _____

RECOMMENDATIONS FOR PREVENTION:

Tool 3

E.ON U.S. Contractor Safety Management Hazard Mitigation Plan

This Hazard Mitigation Plan shall be filled in by the contractor's designee and must be submitted to The Company's authorized representative or their designee and forwarded to their Health and Safety Specialist/Consultant prior to the initiation of any work.

Description of the general job activity (e.g.: replacing duct work, building SCR):
Expansion of Landfill

Contractor's site supervisor: To Be determined

Contractor's site Health and Safety Representative: **Ron Roberson**

Date: 2009

What is the work, what are the hazards, and how will we specifically protect our employees?

Work Task Sequence Identify the principal steps and the sequence of work activities. (e.g.: Entry into an excavation)	Identify and Analyze the Hazards Analyze each step for hazards. (e.g.: cave in, falls, confined space entry)	Hazard Controls Develop <u>specific</u> controls for each hazard identified. (e.g.: bench or slope or shore, air monitor, barrier, PPE. Be specific)
Pre-construction Safety Meeting.		All employees assigned to this task will attend a pre-construction safety meeting which will include Policies, scope of work, S.O.P. types of hazards, review of Site Specific Safety Plan and actual hazards present and controls for those hazards.
Location and setup of equipment	<ol style="list-style-type: none"> 1. Visitor/employee mishaps and resulting bodily injury 2. Digging into underground utilities 3. Striking overhead lines or objects 	<ol style="list-style-type: none"> 1. Pay attention to visitors & employees approaching . Set up barriers to control traffic outside of work area. 2. Underground utilities should be marked before you dig. Contact customer prior to moving any earth for a grid of underground

Tool 3

		<p>utilities.</p> <p>3. Observe overhead lines, trees, limbs or other objects before raising any part of the equipment into the air. Anticipate the radius of sweep going up and coming down and plan appropriately.</p>
<p>Work Task Sequence Identify the principal steps and the sequence of work activities.</p>	<p>Identify and Analyze the Hazards Analyze each step for hazards.</p>	<p>Hazard Controls Develop specific controls for each hazard identified</p>
<p>Excavation</p>	<ol style="list-style-type: none"> 1. Injury to hearing from noise 2. Inhalation hazards from dust 3. Physical injury from moving parts of machinery. 4. Physical hazards to personnel on the ground in the vicinity of heavy machinery. 5. Inhalation of dirt or dust during work activities. 6. Inhalation or dermal contact of dirt or dust after work activities 	<ol style="list-style-type: none"> 1. Wear approved ear plugs when working close enough to equipment where the decibel level may exceed 85. 2. Wear appropriate PPE to protect from dust. This is usually a P95 paper type mask 3. Avoid moving parts of machinery. Keep fingers, hands and arms away from equipment buckets and blades as well as other pinch points. Wear leather gloves when using hands for activities that may cause hazards to hands, steel toe boots are required at all times as well as hardhats. 4. Personnel on the ground should keep away from the work area and equipment unless they are required for the task. Ask for assistance when carrying or moving heavy loads. Use legs to lift, not back. Do not approach heavy equipment without first establishing eye contact with the operator. Use standard hand signals when noise levels inhibit auditory communication. Ensure that all heavy machinery have audible back-up signals.

Tool 3

		<p>NEVER work alone when operating heavy equipment.</p> <p>5. To avoid inhalation of dust wear a P95 respirator. A respirator must be worn whenever field instruments indicate the need or whenever wind-blown dust is obvious in combination with detected contaminants.</p> <p>6. To avoid inhalation of dermal contact from dirt and dust that can accumulate on clothing, wear coveralls or suits that protect regular work clothes, boots and hair from exposure to dust and dirt. Remove work clothes including boots before entering environments outside of the work site such as your home.</p>
All Activities	1. Back, hand or foot injuries during manual handling of materials.	<p>1. Workers should inspect materials for slivers, jagged or sharp edges and rough or slippery surfaces.</p> <p>2. Workers should wipe off greasy, wet, slippery or dirty objects before attempting to handle them.</p> <p>3. In most cases, gloves or other protection should be used to prevent hand injuries.</p> <p>4. Steel-toed boots should be used for protection of the feet when not in water.</p> <p>5. Routes should be surveyed for obstacles prior to moving materials from one location to another.</p> <p>6. All three main factors in manual lifting (Load location, task repetition, and load weight) must be considered when evaluating what is safe or unsafe to lift.</p> <p>6. All manual handling of heavy or bulky objects should be carefully planned to avoid injuries and damage to equipment.</p>
All Activities	Heat exhaustion or stroke	<p>1. Avoid strenuous work in ambient temperatures over 85 degrees</p> <p>2. Wear light-colored clothing, shaded</p>

Tool 3

		<p>sunglasses and hat that provides shade and adequate air movement.</p> <p>3. Find cool shady area for breaks or respite from heat</p> <p>4. If worker feels dizzy, has a headache, has cool, moist, or pale skin or is weak, immediately move to a cooler environment, loosen tight clothing, provide air circulation to area and provide small amounts of cool water to drink.</p> <p>5. If worker has a change in level of consciousness, high body temperature, red or hot skin, rapid or weak pulse, or rapid or shallow breathing, call the emergency phone number and give care according with #4 above.</p>
All Activities	Hypothermia or frostbite.	<p>1. Avoid working in extreme cold.</p> <p>2. Wear warm layered clothing with adequate protection for hands and feet.</p> <p>3. Find warm area out of the wind for breaks or respite from the cold.</p> <p>4. If worker experiences shivering, irregular pulse, numbness, glassy stare, impaired judgement, loss of consciousness, gently move worker to warm place, check vital signs remove any wet clothing and cover with blankets to warm slowly.</p> <p>5. If worker experiences loss of feeling or sensation in extremities, discolored or waxy skin, blisters or blue skin, remove wet clothing and jewelry, soak frostbitten area in warm water, cover with dry, sterile dressing and check their vital signs.</p>
Unsafe conditions	All potential hazard	<p>1. Where a situation presents a hazardous condition, the exposed employee will be removed from the hazardous area until all nec. precautions have been taken to eliminate the hazard and ensure their safety.</p>

Vendor Nbr. _____

E.ON US

Vendor Information Sheet
Shaded area not applicable for material suppliers

1. Company Name Enter your business name as shown on required Federal tax documents (See #11 below for Company name on invoice) CHARAH, INC.	2. E.ON U.S. should mail Purchase Orders to what address? 307 TOWNEPARK CIRCLE, LOUISVILLE, KY 40243
3. Contact Person NATHAN BOONE	4. Email Address nboone@charah.com
5. Office Number 502-245-1353	6. Fax Number 502-245-7398
7. Cell Number 502-639-7587	8. After Hours Number 270-965-9229
9. Dun & Bradstreet Number: 877373290	10. Federal Tax ID or Social Security Number: 61-1127098
11. Remit to Payment Name and Address? SAME AS ABOVE Do you accept MasterCard? Yes__ No__ Do you accept payments via ACH? Yes__ No__ <i>(Please provide sample invoice)</i>	12. Accounts Receivables Contact/Number SHELLY DAVIS DIRECTOR OF ACCOUNTING 502-245-1353 sdavis@charah.com
13. Primary Service or Product your company provides-please give short description ASH MGMT SIC Code: 1629 <i>(http://www.siccode.com)</i> NAISC: 238910 <i>(http://www.naics.com)</i>	14. Are you considered a subsidiary? NO If so, who is the Parent Company, their Federal ID and DUN Number
15. Supplier Type (Select one of the following) <input type="checkbox"/> Attorney <input type="checkbox"/> Combined (Provides both goods and services) <input type="checkbox"/> Employee <input type="checkbox"/> Refund (Used for refund vendors) <input checked="" type="checkbox"/> Services (Service Provider/not Attorneys) <input type="checkbox"/> Supplier (Manufacturer or Distributor of goods)	16. Is your business one of the following (If yes, please include certification) (Check all the applicable categories) <input type="checkbox"/> Disadvantaged (All minorities except service disabled veterans) <input type="checkbox"/> Service disabled veteran <input type="checkbox"/> Woman Owned <input type="checkbox"/> Small Business per small business administration regulations <input type="checkbox"/> HUB Zone as defined by FAR <input type="checkbox"/> Other
17. Organization type (check one of the following) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Foreign Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Foreign Corporation <input type="checkbox"/> Foreign Individual	18. Have you ever, or are you now under a reorganization Chapter 11, or have you filed for bankruptcy under Chapter 7 or 13? If yes explain: NO
19. If you have previously done business with E.ON U.S., please provide a contact name and brief description of the project LGE Contact Name: DAVE COOK - MILL CREEK LANDFILL Project Description DANNY FAULNER - GREEN RIVER POND MGMT SARAH LURENS - TYONE POND MGMT	20. Is your Company union affiliated? Yes <input checked="" type="checkbox"/> No If yes, which union affiliated organization?
21. Please provide a brief description of your last 3 projects, a contact name and phone number 1. MILL CREEK (EON) LANDFILL MGMT: MIKE WIKLAND OR DAVE COOK 502-933-6519 2. GIBSON (OVILE) LANDFILL MGMT: MIKE HOBSON 912-454-1452 3. TVA (SHAWNEE, PARADISE, BULL RUN, JOHN SEVIER) ASH MGMT: MELISSA HEDGECOTH 423-240-3132	

The E.ON U.S. Standard Payment Terms are Net 30. Please state your discount payment terms. N/A

Vendor Nbr. _____

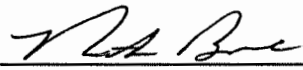
E. ON US

Vendor Information Sheet
Shaded area not applicable for material suppliers

SAFETY

Description	2004	2007	2006
	2005	2004	2003
A. Interstate Experience Modification Rate (EMR)	.77	.95	.95
B. Recordable Incident Rate (RIR)	2.70	1.76	4.17
C. Lost Workday Injury and Illness Incident Rate (LWDH)	0	0	0
D. Severity Rate	0	0	0
E. Number of injuries and Illnesses (Columns 2,6,9,13 of OSHA 200; Total Line Entries of 300 Log)	3	1	2
F. Number of Lost Work Day cases (Columns 2,9 of OSHA 200; Column H of 300 Log)	0	0	0
G. Number of Injury Related Fatalities (Column 1 of OSHA 200; Column G of 300 Log)	1	0	0
H. Employee Hours worked/Year (If unknown use # of employees x 2080)	221,997	113,534	95,460
I. Total Number of Employees	109	64	51

(B) Rate = E x 200,000 / Hours (C) Rate = F x 200,000 / Hours (D) Rate = Days away from work x 200,000 / Hours

Signature: 

Date: 4/17/09

Title: V.P. BUSINESS DEVELOPMENT

Internal Use Only

Data of Input: _____ Input by: _____

Organization:
 LG&E Utility: _____ KU: _____ SERVCO: _____ WKE: _____

Date of Certification _____ Type of Certification: GSA ___ PSA ___

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 59)** *Please provide what Big Rivers' understands to be the definition*
2 *of "ash pond dredgings" as that term is used in the Joint Facilities Agreement*
3 *and provide the basis of that understanding.*

4

5 **Response)** To the best of Big Rivers' knowledge, the term "ash pond dredgings" is
6 not defined in the Joint Facilities Agreement other than being identified in Exhibit 1
7 to the Joint Facilities Agreement under the section labeled "Part B. Joint Use
8 Facilities Provided By and Owned By the City But Located on Big Rivers' Property"
9 as "Station Two Ash Pond Dredgings in Green Station Sludge Disposal Landfill
10 adjacent to Green River south of Green Station."

11 Ash pond dredgings are the materials that have been removed from the Station
12 Two ash pond by dredging and then deposited in the Green landfill..

13

14

15 **Witness)** Michael T. Pullen

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 60)** *Will Big Rivers acknowledge that Henderson paid Big Rivers a*
2 *per-ton rate for disposal of the dredgings from the Reid-HMPL Ash Pond?*

3

4 **Response)** Bottom ash was routinely removed from the Station Two ash pond and
5 disposed of in the Green landfill on a time and material basis. Henderson paid for its
6 share of the disposal costs based on the monthly split memos prepared in accordance
7 with the 1993 Amendments to the Contract Section 3.4 and allocated the time and
8 material charges accordingly. However, all Station Two ash pond dredgings stored
9 at the Green landfill are part of Station Two and owned by Henderson. The payments
10 made to date do not cover Henderson's share of future Green landfill
11 decommissioning or maintenance costs.

12

13

14 **Witness)** Michael T. Pullen

15

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 61)** *Will Big Rivers acknowledge that Henderson paid Big Rivers a*
2 *per-ton rate for disposal of the scrubber sludge waste from Station Two?*

3

4 **Response)** A third party contractor was hired to load the scrubber sludge, haul it
5 to the Green Landfill and place into the landfill. Big Rivers and Henderson paid their
6 pro-rata share of the disposal costs based on the monthly split memos prepared in
7 accordance with the 1993 Amendments to the Contract Section 3.4 and allocated the
8 per-ton rate including the applicable fuel surcharge accordingly.

9

10

11 **Witness)** Michael T. Pullen

12

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 62)** *Please disclose the quantity of ash-pond dredgings that were*
2 *disposed of in the Green Landfill. Include documentation supporting your*
3 *answer.*

4

5 **Response)** The following information is based on the best data available to Big
6 Rivers on the date of this response.

7 From 1973 to 1982, 904,071 tons of Station Two and Reid 1 flyash and bottom
8 ash were stored in the Station Two ash pond, and 674,168 tons of Station Two and
9 Reid 1 bottom ash were stored in the Station Two ash pond from 1982 through 2019.
10 Therefore, the total amount of ash stored in the Station Two ash pond is 1,578,239
11 tons of ash. Over the years this ash was removed from the ash pond and disposed of
12 in the Green Landfill except for the unknown residual amount of ash that remains in
13 the Station Two ash pond today. Please see the attachment to this response.

14

15

16 **Witness)** Michael T. Pullen

BREC - HMP'L SUMMARY SHEET

PRIOR TO 1982 ALL ASH (BOTTOM AND FLY) WENT TO THE HMP'L ASH POND

Reid 1 Tons of Ash Produced	192,702.69
City's Tons of Ash Produced (HMP'L Only)	74,097.35
BREC's Tons of Ash Produced (HMP'L Only)	637,271.13
Total (TONS)	904,071.16

Total from 1973-1982 (TONS)

STARTING IN 1982 REID/HMP'L FLY ASH WENT TO GREEN IUCS

Reid 1 Fly Ash Produced (Tons)	252,134
City's Tons of Fly Ash Produced (HMP'L Only) (Tons)	614,137
BREC's Tons of Fly Ash Produced (HMP'L Only) (Tons)	1,830,400
Total (TONS)	2,696,671

Total from 1982-2019 (TONS)

STARTING IN 1982 REID/HMP'L BOTTOM ASH WENT TO HMP'L ASH POND

Reid 1 Bottom Ash Produced (Tons)	63,033
City's Tons of Bottom Ash Produced (HMP'L Only) (Tons)	153,534
BREC's Tons of Bottom Ash Produced (HMP'L Only) (Tons)	457,600
Total (TONS)	674,168

Total from 1982-2019 (TONS)

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 *Item 63) Please disclose the quantity of scrubber sludge waste*
2 *attributable to Station Two and disposed of in the Green Landfill. Include*
3 *documentation supporting your answer.*

4

5 **Response)** The following information is based on Big Rivers' best available data as
6 of the date of this response. The quantity of scrubber waste attributable to Station
7 Two in the Green Landfill is 8,638,426 tons. Under the 1993 Amendments Exhibit 1,
8 page 1 of 3 Part B item 15, all of these tons are considered to be part of Station Two
9 as a joint use facility provided by and owned by the City but located on Big Rivers'
10 property. When Green is retired and the Landfill is decommissioned, then Henderson
11 will be responsible for these tons. Henderson's responsibility will be 22.76% if Station
12 Two is decommissioned, but will be 100% if Station Two is retired in place. The
13 quantity of scrubber waste attributable to Henderson's share of Station Two in the
14 Green Landfill is 2,618,667 tons. The quantity of scrubber waste attributable to Big
15 Rivers' share of Station Two in the Green Landfill is 6,019,759 tons.

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
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FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 Please see the attachment to this response for Green Landfill Quantities 1995-
2 2019.

3

4

5 **Witness)** Michael T. Pullen

6

Big Rivers Electric Corporation
Case No. 2019-00269
Poz-O-Tec Summary Sheet for Sebree Station

YEAR	Station (a)	Poz-O-Tec Hauled Off-Site (b)	Green (c)	Green (%) (d) = (c) / (a)	HMP&L (e)	HMP&L (%) (f) = (e) / (a)	HMP'L (Big Rivers) (g)	HMP'L (Big Rivers %) (h) = (g) / (e)	HMP'L (City) (i)	HMP'L (City %) (j) = (i) / (e)	HMP'L (City % Total Station) (k) = (i) / (a)	Station (l) = Σ (c) (g) (i)
2019	462,280		460,461	100%	1,819	0%	82	5%	1,737	95%	0.38%	462,280
2018	696,506		573,318	82%	123,188	18%	34,761	28%	88,427	72%	12.70%	696,506
2017	666,378		447,963	67%	218,415	33%	71,080	33%	147,335	67%	22.11%	666,378
2016	841,945		505,944	60%	336,001	40%	183,023	54%	152,978	46%	18.17%	841,945
2015	749,019		413,306	55%	335,713	45%	200,598	60%	135,115	40%	18.04%	749,019
2014	1,032,187		603,851	59%	428,336	41%	304,910	71%	123,426	29%	11.96%	1,032,187
2013	989,410		598,703	61%	390,707	39%	272,891	70%	117,816	30%	11.91%	989,410
2012	899,440	99,981	505,372	56%	394,068	44%	273,107	69%	120,961	31%	13.45%	899,440
2011	1,042,952	30,139	601,138	58%	441,814	42%	326,384	74%	115,430	26%	11.07%	1,042,952
2010	1,067,894		600,306	56%	467,588	44%	339,797	73%	127,791	27%	11.97%	1,067,894
2009	989,816		578,128	58%	411,688	42%	306,339	74%	105,349	26%	10.64%	989,816
2008	1,044,589		680,703	65%	363,886	35%	255,506	70%	108,380	30%	10.38%	1,044,589
2007	1,064,959		672,990	63%	391,969	37%	284,767	73%	107,202	27%	10.07%	1,064,959
2006	1,270,139		862,073	68%	408,066	32%	307,093	75%	100,973	25%	7.95%	1,270,139
2005	1,170,810		733,392	63%	437,418	37%	308,437	71%	128,981	29%	11.02%	1,170,810
2004	989,737		570,581	58%	419,156	42%	297,269	71%	121,887	29%	12.32%	989,737
2003	1,038,562		667,209	64%	371,353	36%	263,486	71%	107,867	29%	10.39%	1,038,562
2002	1,024,930	2,513	623,021	61%	401,909	39%	281,502	70%	120,407	30%	11.75%	1,024,930
2001	989,284		550,789	56%	438,495	44%	327,569	75%	110,926	25%	11.21%	989,284
2000	944,493		551,668	58%	392,825	42%	267,528	68%	125,297	32%	13.27%	944,493
1999	935,221		585,049	63%	350,172	37%	251,900	72%	98,271	28%	10.51%	935,221
1998	1,022,393		653,348	64%	369,044	36%	281,998	76%	87,046	24%	8.51%	1,022,393
1997	933,671		605,801	65%	327,870	35%	251,901	77%	75,969	23%	8.14%	933,671
1996	977,317		664,139	68%	313,178	32%	242,046	77%	71,132	23%	7.28%	977,317
1995	563,085		410,110	73%	152,975	27%	120,089	79%	32,886	21%	5.84%	563,085
	23,407,017	132,633	14,719,363		8,687,653		6,054,064		2,633,589			
		0.57%	62.88%		37.12%		25.86%		11.25%			
Poz-o-tec Hauled Off Site	132,633		83,405		49,228		34,305		14,923			
Poz-o-tec In Landfill	23,274,384		14,635,958		8,638,426		6,019,759		2,618,667			

Case No. 2019-0269

Attachment for Resposne to HMPL 1-63

Witness: Michael T. Pullen

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 *Item 64) Please disclose the quantity of scrubber sludge waste*
2 *attributable to Big Rivers' Green Station and disposed of in the Green*
3 *Landfill. Include documentation supporting your answer.*

4

5 **Response)** The following information is based on Big Rivers' best available data as
6 of the date of this response. The quantity of scrubber waste attributable to Green
7 Station in the Green Landfill is 14,635,958 tons. Please see the attachment to Big
8 Rivers' response to Item 63 of Henderson's First Request for Information.

9

10

11 **Witness)** Michael T. Pullen

12

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
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June 8, 2020

1 **Item 65)** *Please state whether waste from any source other than Station*
2 *Two and Big Rivers' Green Station was deposited in the Green Landfill. If*
3 *so, please identify each source of waste and state the amount of waste*
4 *attributable to each source and disposed of in the Green Landfill.*

5

6 **Response)** The waste in the Green Landfill originated from Station Two, Reid 1,
7 and the Green Station. No waste from Big Rivers' Coleman or Wilson Stations, or
8 from any other source, was deposited in the Green Landfill.

9

10

11 **Witness)** Michael T. Pullen

12

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 Item 66) *Refer to the attached pages from the Station Two budgets for*
2 *fiscal years 2015, 2016, and 2017.*

3 a. *Please explain why the rate for "Landfill Pozatec/Ash Disposal" '*
4 *increased from \$1.78 per ton in 2015 to \$5.61 per ton in 2016. Include*
5 *documentation supporting your response.*

6 b. *Please provide an itemized list of those expenditures that make up*
7 *the " Landfill Pozatec/Ash Disposal" rate.*

8 c. *Please explain why the rate for "Landfill Pozatec/Ash Disposal"*
9 *increased from \$5.61 per ton in 2016 to \$6.85 per ton in 2017. Include*
10 *documentation supporting your response.*

11

12 **Response)**

13 a. Big Rivers entered into a contract to provide supervision, labor, equipment,
14 material, and QCA (quality control) for landfill operations and combination
15 wall construction (vertical expansion) as per Big Rivers Purchase Order
16 23397 dated on August 8, 2015. The FY2016 budget rate of \$5.61 per ton

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
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**Response to the City of Henderson, Kentucky, and Henderson Utility
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First Request for Information
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June 8, 2020

1 reflects the budgeted cost to provide those services including the vertical
2 expansion.

3 HMP&L is responsible for the actual costs (via the year end
4 settlement process) of operating and maintaining the landfill to provide the
5 haulage and deposit of their waste as allowed by the 1993 Amendments
6 section 3.4.

7 b. The itemized list of expenditures that make up the “Landfill
8 Pozatec/Disposal” rate used in the FY2016 budget is as follows:

**Big Rivers Electric Corporation
Itemized Expenditures for Landfill Pozatec/Disposal Rate
Fiscal Year 2016 Budget**

Product Loading/Placement and Vertical Expansion	\$5.22 / ton
Estimated fuel adjustment	\$0.14/ ton
Estimated cost for I-beam guy support	\$0.05 / ton
Estimated cost for QA/QC Landfill Contractor	\$0.09 / ton
Estimated cost for QA/QC Engineering Oversight	\$0.11 / ton
Total	<u><u>\$5.61 / ton</u></u>

9
10

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
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First Request for Information
dated May 22, 2020**

June 8, 2020

1 c. The itemized list of expenditures that make up the “Landfill
2 Pozatec/Disposal” rate used in the FY2017 budget is as follows:

**Big Rivers Electric Corporation
Itemized Expenditures for Landfill Pozatec/Disposal Rate
Fiscal Year 2017 Budget**

Product Loading/Placement and Vertical Expansion	\$5.85 / ton
Estimated fuel adjustment	\$0.14 / ton
Estimated cost for I-beam guy support	\$0.05 / ton
Estimated cost for QA/QC Landfill Contractor	\$0.09 / ton
Estimated cost for QA/QC Engineering Oversight	\$0.11 / ton
Additional costs associated with the combination wall	\$0.61 / ton
Total	<u>\$6.85 / ton</u>

3

4

5 **Witness)** Michael T. Pullen

6

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
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June 8, 2020

1 **Item 67)** *Please describe in detail the service(s) Henderson receives in*
2 *exchange for Henderson's payment of a per-ton "Landfill Usage Fee."*

3

4 **Response)** In 1995, Big Rivers agreed to allow the City to use the landfill to store
5 its waste. In exchange, the City agreed to pay to Big Rivers the Landfill Usage Fee
6 of \$1.077 per ton. Please see the attached letter from Big Rivers to the City of
7 Henderson Utility Commission, dated May 5, 1995, regarding the Landfill Usage Fee
8 among other things.

9

10

11 **Witness)** Michael T. Pullen

12

BIG RIVERS ELECTRIC CORPORATION

May 5, 1995

Kendel Bryan
General Manager
City of Henderson Utility Commission
P. O. Box 8
Henderson, Kentucky 42420

Dear Kendel:

Big Rivers is proposing the following rates for disposal of the City's portion of scrubber sludge waste generated from the operation of the scrubber at HMP&L Station Two:

<u>Rate</u>	<u>Description of Service</u>
\$1.740	Charah Environmental, Inc., Hauling
1.077	Big Rivers, Green Landfill Usage Fee
1.024	Big Rivers, Stabilization Lime
<u>\$3.841</u>	

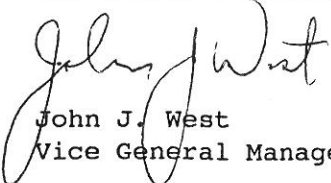
Big Rivers will escalate the rate paid to Charah in accordance with the contract and adjust the price per ton accordingly. Also, the \$1.024 rate for lime stabilization will be increased or decreased to reflect the actual cost. Big Rivers will hold firm for the length of this agreement the \$1.077 rate for Green Landfill usage fee.

Actual tonnage for disposal will be calculated for HMP&L Station Two and Green Station as defined in the May 1, 1993 Amendments Section 7.3, which added new subparagraphs to Section 3 of the Joint Facilities Agreement.

If you have any questions or need additional information, please do not hesitate to call.

Sincerely yours,

BIG RIVERS ELECTRIC CORPORATION


John J. West
Vice General Manager of Finance

xc: Paul Schmitz
Richard Greenwell
C. William Blackburn

Case No. 2019-00269
Attachment for Response to HMPL 1-67
Witness: Michael T. Pullen

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
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First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 68)** *Refer to the Direct Testimony of Michael T. Pullen, page 17, lines*
2 *19-20. Please describe in full the activities Big Rivers believes to be involved*
3 *in fully decommissioning the Station Two Ash Pond dredgings.*

4

5 **Response)** Big Rivers believes the decommissioning of the Station Two Ash Pond
6 dredgings will require the construction of a final cover system for the Green Station's
7 permitted special waste landfill including down drains and toe drains to direct any
8 water to the leachate landfill collection system and permitted Kentucky Pollution
9 Discharge Elimination System (KPDES) outfalls. Big Rivers is also implementing a
10 series of efforts to ensure ongoing compliance with the Coal Combustion Residual
11 ("CCR") Rule including constructing a collection trench and an interceptor trench
12 within the Green Station's landfill to ensure leachate is properly collected and
13 treated. In addition, ongoing annual activities will include ensuring the integrity of
14 the final cover system and groundwater monitoring. Additionally, any new future
15 environmental regulation associated with the decommissioning of the landfill may
16 require additional activities.

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
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CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
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June 8, 2020

1

2

3 **Witness)** Michael T. Pullen

4

BIG RIVERS ELECTRIC CORPORATION
ELECTRONIC APPLICATION OF
BIG RIVERS ELECTRIC CORPORATION
FOR ENFORCEMENT OF RATE AND SERVICE STANDARDS
CASE NO. 2019-00269

**Response to the City of Henderson, Kentucky, and Henderson Utility
Commission, d/b/a Henderson Municipal Power & Light's
First Request for Information
dated May 22, 2020**

June 8, 2020

1 **Item 69)** *Refer to the Direct Testimony of Michael T. Pullen, page 17, lines*
2 *19-20, and page 18, lines 1-2. Please describe the activities involved in*
3 *maintaining the Station Two Ash Pond dredgings in the Green Landfill and*
4 *state the costs associated with such maintenance.*

5

6 **Response)** See my Direct Testimony, page 18, lines 20-21, and page 19, lines 1-9 for
7 the activities and estimated costs.

8

9

10 **Witness)** Michael T. Pullen

11

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1 **Item 70)** *Refer to the Direct Testimony of Michael T. Pullen, page 18, lines*
2 *11-15. Please describe the methodology used by Big Rivers to conclude that*
3 *approximately 12 percent of the ash produced and currently stored in the*
4 *Green Landfill is attributable to a Joint Use Facility. Please provide all*
5 *documentation, calculations, reconciliations and related work papers*
6 *supporting your response.*

7

8 **Response)** Please see Big Rivers' response to Item 14 of Commission Staff's Initial
9 Request for Information in this case.

10

11

12 **Witness)** Michael T. Pullen

13

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1 **Item 71)** *Refer to the Direct Testimony of Michael T. Pullen, page 18, lines*
2 *7-15. Will Big Rivers acknowledge that the percentage of ash contained in*
3 *the Green Landfill and attributable to a Joint Use Facility will be less than*
4 *12 percent at the end of the landfill's useful life?*

5

6 **Response)** Please see Big Rivers' response to Item 14 of Commission Staff's Initial
7 Request for Information in this case.

8

9

10 **Witness)** Michael T. Pullen

11

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- 1 **Item 72) *Is it Big Rivers' contention that a favorable ruling to Big Rivers***
2 ***by the PSC on all issues raised by Big Rivers' in this application will fully***
3 ***and finally resolve all factual and legal issues raised in the application?***
- 4 ***a. If not, identify the factual and legal issues that will remain***
5 ***unresolved.***
- 6 ***b. Is it Big Rivers position that all assumptions referenced in the***
7 ***testimony and application related to each aspect of***
8 ***decommissioning as Big Rivers has defined that term will not***
9 ***change during the course of the decommissioning process?***
- 10 ***c. If no, explain how the Commission can issue a final ruling on issues***
11 ***that are not completed and will change over time.***
- 12 ***d. Are all monetary claims against Henderson related to the issues***
13 ***raised in this application known, measurable and final?***
- 14 ***e. If not, identify the monetary claims that are not known, measurable***
15 ***and final and when those claims will become final.***
- 16

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1 **Response)** Big Rivers believes a favorable ruling will resolve Station Two related
2 expenditures to-date, and the obligations of Henderson arising out of the Station Two
3 Contracts in the future.

4 a. Not applicable.

5 b. No. Future changes in decommissioning and environmental best practices,
6 laws and regulations will impact future decommissioning activities.

7 c. See primary response above.

8 d. All amounts owed by Henderson to Big Rivers for costs incurred through
9 December 31, 2019, as reflected on Updated Exhibit Smith-1, are known
10 and measurable. In addition, the process of enforcing the rate and service
11 standards in the Station Two Contracts, as well as obligations arising out
12 of the Contracts, is inherently prospective and cannot be known with
13 certainty now. That is why Big Rivers proposes to file monthly with the
14 Commission a charge representing Henderson's share of decommissioning
15 and/or retirement in place costs for review and audit.

16 e. Not applicable.

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1

2

3 **Witness)** Robert W. Berry

4

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1 **Item 73)** *Are all of the costs and damages alleged by Big Rivers to be*
2 *associated with decommissioning estimates based on information currently*
3 *available to Big Rivers?*

4 *a. When will all estimated costs and damages asserted by Big Rivers to*
5 *be owed by Henderson be finally known?*

6 *b. Will Big Rivers need to return to the PC in the future to claim*
7 *additional monetary damages from Henderson as a result of*
8 *changes in the costs asserted in the application or as a result of*
9 *additional costs not asserted in the application?*

10 *c. If yes, should not the determination of costs and damages claimed*
11 *by Big Rivers to be owed by Henderson be deferred until the costs*
12 *and damages are final?*

13

14 **Response)** Yes.

15 *a. Big Rivers is not seeking damages. Each party's share of any future costs*
16 *cannot be known at this time. Big Rivers has approached Henderson on*

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1 multiple occasions to engage an engineering firm to develop a bid
2 specification that can be used to get firm pricing for the demolition of
3 Station Two. Henderson has refused to participate in this approach and
4 refused to pay its pro-rata share of the costs of the engineering firm. This
5 approach would provide a more accurate cost associated with the
6 decommissioning of Station Two.

7 b. Big Rivers is not seeking damages. If Henderson pays its share of the costs
8 related to Station Two and the joint use facilities, Big Rivers will not have
9 to return to the Commission or otherwise have to take action to enforce the
10 Station Two Contracts.

11 c. No. Big Rivers is not seeking damages. Big Rivers is only seeking the
12 recovery of reasonable and prudent costs through standard ratemaking
13 practices. If Station Two is decommissioned, then Big Rivers will be
14 responsible for 77.24% of the costs. The City's 22.76% share would be
15 submitted to the Commission monthly for audit and review before being
16 sent to Henderson for payment. This process is set forth in the Direct

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1 Testimony of Paul G. Smith. Because Big Rivers would be responsible for
2 over three quarters of the decommissioning costs, Big Rivers will have every
3 incentive to minimize those costs and maximize net salvage revenue.

4 If Station Two is not decommissioned, then 100% of the retirement-
5 in-place costs of Station Two are the responsibility of the City as the sole
6 owner of the plant. This 100% cost responsibility extends to all joint use
7 facilities owned by the City, including the Station Two ash pond and all of
8 the Station Two ash pond dredgings stored in the Green landfill.

9 Henderson is attempting to walk away from nearly all of its
10 contractual, environmental, and legal obligations with respect to Station
11 Two, a power plant Henderson has claimed absolute control and ownership
12 of since it was constructed. But a retired power plant must be maintained
13 until it is fully decommissioned. The danger to public health and safety of
14 leaving asbestos, structures, stack lighting, and potential environmental
15 hazards unmonitored and unmaintained is too great to simply wait for
16 someone to be injured or for some damage to be caused and then to worry

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1 about whose responsibility it was. Big Rivers is not willing to do this, and
2 Big Rivers has been maintaining Station Two in its current state and has
3 been fronting the costs for both parties' obligations. But it is unreasonable
4 for this situation to continue indefinitely, and Big Rivers sought the
5 Commission's assistance with the expectation that once the Commission
6 declared Henderson's responsibilities, Henderson would then fulfill its
7 obligations.

8

9

10 **Witness)** Robert W. Berry

11

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1 **Item 74)** *If the PSC rules favorably for Big Rivers in this case and orders*
2 *Henderson to pay the costs claimed to be due, what is Henderson's remedy if*
3 *those the costs and damages incurred by Big Rivers are less than the amounts*
4 *paid by Henderson?*

5

6 **Response)** Big Rivers is not seeking damages. Big Rivers will file monthly with the
7 Commission the charges owed by Henderson for its obligations arising out of the
8 Station Two Contracts related to decommissioning and/or retirement in place,
9 including maintenance of Station Two. These charges will represent actual costs
10 incurred. The charges would be subject to comprehensive Commission review, audit,
11 true-up and refund under whatever schedule the Commission deems appropriate.
12 Henderson will have the right to intervene and participate in the process established
13 by the Commission. If Henderson believes that the Commission erred, then
14 Henderson will have full appellate rights.

15

16

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1 **Witness)** Robert W. Berry

2

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1 **Item 75)** *Is it Big Rivers position that Henderson has refused to pay any*
2 *costs associated with the issues raised by Big Rivers or has Henderson*
3 *disputed the amounts of expenses and damages alleged by Big Rivers to be*
4 *owed by Henderson?*

5

6 **Response)** Yes. Henderson has refused to pay the amounts invoiced by Big Rivers,
7 including amounts ordered or resolved by the Kentucky Public Service Commission
8 in Case No. 2016-00278¹. That is one reason why Mr. Smith recommended
9 enforcement procedures on page 17 of his Direct Testimony.

10

11

12 **Witness)** Robert W. Berry

13

¹ See: *In the Matter of: Application of Big Rivers Electric Corporation for a Declaratory Order*
– Case No. 2016-00278.

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1 **Item 76)** *Will Big Rivers acknowledge that Sections 3.3 and 3.5 of the*
2 *Power Sales Contract, as amended, allowed Henderson to determine the*
3 *amount of capacity it wished to reserve from Station Two for a given fiscal*
4 *year?*

5

6 **Response)** No. Please see the Direct Testimony of Mark J. Eacret at page 4.

7

8

9 **Witness)** Robert W. Berry

10

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1 **Item 77)** *Will Big Rivers acknowledge that Henderson reserved 115 MW for*
2 *capacity from Station Two for FY 2018-2019 pursuant to the attached letter*
3 *dated May 10, 2018?*

4

5 **Response)** Yes. However, see the Direct Testimony of Mark J. Eacret and Big
6 Rivers' response to Item 24 of Commission Staff's Initial Request for Information in
7 this case for a discussion of why Big Rivers believes that Henderson's 115 MW
8 reservation was calculated incorrectly and was insufficient.

9

10

11 **Witness)** Mark J. Eacret

12