

VEGETATION MANAGEMENT

MASTER AGREEMENT

This **AGREEMENT** is made and entered into ~~effective as of~~ as of the 31st day of December, 2021, by and between **KENERGY CORP.**, Post Office Box 18, Henderson, Kentucky 42419, hereinafter "KENERGY" and **HALTER ~~TREE SERVICE~~VEGETATION MANAGEMENT INC.**, 325 Main Street, Vincennes, IN 47591, hereinafter "HALTER;"

WITNESSETH:

WHEREAS, KENERGY selected HALTER to perform vegetation management control activities on KENERGY's electric distribution system as an independent contractor and the parties desire to enter into a written agreement regarding this matter;

NOW, therefore, for valuable consideration, including the mutual promises and covenants of the parties, **IT IS AGREED** as follows:

ARTICLE I – GENERAL

1. HALTER shall furnish all supervision, labor, tools, transportation, machinery, equipment and materials and other means required to perform vegetation management control activities on KENERGY's electric distribution system in strict accordance with KENERGY's specifications.

2. HALTER warrants that it has made careful examination of the project including the specifications and terms and conditions and has become informed as to the location and nature of the proposed work, the transportation facilities, the kind and character of soil and terrain to be encountered and the kind of facilities required for undertaking and completing the scope of work and has become acquainted with the labor conditions, state and local laws and regulations which affect the proposed work.

3. HALTER warrants that it possesses all licenses required to perform vegetation management control activities on KENERGY's electric distribution system.

4. HALTER shall perform all work in compliance with all applicable Federal, State, and local laws, rules and regulations applicable to its performance under this AGREEMENT.

5. HALTER shall perform all work as an independent contractor, not as a subcontractor, agent, or employee of KENERGY, and shall employ capable, experienced, reliable and skilled workmen as may be required to complete the scope of work outlined in this AGREEMENT.

6. HALTER warrants that it possesses adequate financial resources for the performance of the work covered by this AGREEMENT.

ARTICLE II – PERFORMANCE

1. Schedule

HALTER will initiate personnel and equipment mobilization on the Kenergy system no later January 03, 2022. Each circuit assigned to HALTER for which routine maintenance is to be performed will also have a designated completion month. All routine maintenance work, all quality control rework identified by KENERGY, and all final quality assurance documentation and other required reporting must be submitted to KENERGY no later than the last working day of the designated completion month for each circuit. Any modification to the designated completion month must be agreed to in writing by both parties.

Unless agreed to in writing by both parties, the entire scope of work assigned to HALTER in any year must pass final KENERGY quality control no later than the last calendar day of the year in which the work is assigned.

2. Scope of Work

The scope of work includes performing the following vegetation management control activities on KENERGY’S electric distribution facilities.

Routine Circuit Maintenance

Vegetation management control activities performed on an entire circuit, including all primary, secondary, neutral, service line conductors and associated overhead electrical facilities. Work should also include clearing of rights-of-way floors. The circuits in Table 1, below, have been identified for routine circuit maintenance in 2022 and 2023.

Table 1

2022 RCM CIRCUITS			
Substation	Feeder	Miles	Completion Date
012-Lewisport	2- Lewisport	10.36	May 2022
012-Lewisport	3- Shopping Center	28.37	May 2022
012-Lewisport	5- Dal Tile	0.78	May 2022
012-Lewisport	6- McGill Lane	6.23	May 2022
012-Lewisport	7- Maxwell Bros	33.15	April 2022
015- Whitesville	1- Hwy 54 West	20.46	June 2022
015- Whitesville	2- Whitesville	49.76	July 2022
015- Whitesville	3- Ralph	90.45	November 2022
015- Whitesville	4- Stevens Sch. Rd	43.6	December 2022
018- South Dermont	1- Lake Forrest	2.73	November 2022
018- South Dermont	2- Old Mill	2.34	November 2022
018- South Dermont	3- Windridge Club	12.86	December 2022
018- South Dermont	4- Scotty Lane	3.76	November 2022

018- South Dermont	5- Southeastern Pkwy	5.41	November 2022
018- South Dermont	6- Kenergy	3.59	November 2022
026- Pleasant Ridge	2- Maple Leaf Lake	37.97	December 2022
026- Pleasant Ridge	3- Popular Log Brg	29.15	December 2022
027- Bon Harbor	1- Post Office	2.59	May 2022
027- Bon Harbor	2- Ben Hawes Park	10.63	April 2022
027- Bon Harbor	3- Worthington Rd	1.6	May 2022
027- Bon Harbor	4- 5th Street Rd	9.82	April 2022
027- Bon Harbor	5- Lee Rudy/Hwy 60	20.94	May 2022
041- Beda	1- 231 North	50.68	December 2022
063- Geneva	1- Alzey	48.21	December 2022
063- Geneva	2- Airport/Office	37.79	December 2022
063- Geneva	3- Smith Mills	99.53	December 2022
080- Niagara	1- Niagara	78.13	November 2022
080- Niagara	2- Hwy 283 S	43.5	November 2022
082- RaceCreek	1- Spottsville	18.78	December 2022
082- RaceCreek	2- Country Club	10.91	December 2022
082- RaceCreek	3- Rucker Rd #1	21.33	December 2022
085- Sullivan	2- Blackford	71.65	May 2022
085- Sullivan	3- KyStone	50.98	June 2022
090- Zion	1- Hwy 1078 North	9.67	June 2022
090- Zion	2- Beals/Reed	56.17	August 2022
090- Zion	3- Hebbardsville	69.38	October 2022
090- Zion	4- Galloway Corner	16.95	October 2022
106- Adams Lane	1- Happy Acres	8.56	November 2022
106- Adams Lane	2- Adams Lane	18.69	November 2022
106- Adams Lane	3- Cresline	1.67	October 2022

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2023 RCM CIRCUITS			
Substation	Feeder	Miles	Completion Date
010- Yager	1- Yager Material	1.1	September 2023
017- Dermont	2- Dee Acres	7.7	December 2023
017- Dermont	3- Timber Ridge Subd	10.62	December 2023
020- Horse Fork	3- Sutherland Rd	2.28	December 2024
020- Horse Fork	4- Marlboro Apts.	3.79	December 2024
020- Horse Fork	5- Hampton Inn	3.26	December 2024
021- Stanley	1- Newman	48.63	December 2023
021- Stanley	2- Hwy 60 East	6.74	December 2023
021- Stanley	3- Birk City	20.34	December 2023
024- Utica	1- Browns Valley	47.08	October 2023
024- Utica	2- Red Hill	50.43	December 2023
024- Utica	3- Locust Grove Rd	30.19	December 2023
024- Utica	4- Utica	23.56	December 2023
024- Utica	5- Old Barmet	3.3	October 2023
041- Beda	2- Hoopee Hill	39.07	September 2023
041- Beda	3- Heflin	44.74	June 2023

041- Beda	4- Iron Mountain	23.79	September 2023
058- South Owensboro	4- Hollywood Video	0.28	September 2023
058- South Owensboro	5- Twin Lakes	6.48	September 2023
058- South Owensboro	6- Cracker Barrel	1.02	September 2023
058- South Owensboro	7- Todd Bridge Rd.	6.2	September 2023
069- Lyon Co.	1- Sunnyside	43.59	September 2023
069- Lyon Co.	2- Iron Hills	28.89	November 2023
069- Lyon Co.	3- Barkley Dam	18.76	November 2023
070- Marion	1- Matoon	84.54	April 2023
070- Marion	2- Princeton	63.87	May 2023
070- Marion	3- Sheridan	140.54	November 2023
070- Marion	4- Dam 50	67.5	December 2023
081- Providence	2- Dalton	53.15	August 2023
083- Riverport	1- Valley Grain	0.02	April 2023
083- Riverport	2- Unison	1.08	April 2023
083- Riverport	3- Shamrock	0.24	April 2023
091- Wolf Hills	1- WFIE	0.02	April 2023
091- Wolf Hills	3- Wathen Lane	9.98	July 2023
091- Wolf Hills	4- Ellis Park	16.22	July 2023
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As work progresses throughout the year, KENERGY may determine it is appropriate to add additional circuits to this list for which routine circuit maintenance will be performed. Added circuits and pricing will be documented with an addendum to this Agreement.

Routine Circuit Maintenance Specifications

HALTER is responsible to obtain the following tree and conductor clearances:

****All pine trees shall be conductor to sky clearance****

- Primary: All multi-phase conductors:
 - 20 feet overhead clearance
 - 20 feet side clearance (40 feet total)
 - 14 feet under phase clearance
- Primary: All single-phase conductors:
 - 20 feet overhead clearance
 - 10 feet side clearance (20 feet total)
 - 14 feet under phase clearance
- Secondary: All open wire conductors:
 - 10 feet overhead clearance
 - 10 feet of side clearance (20 feet total)
 - 10 feet under phase clearance
- Service Line: All service line conductors:

- All vegetation conditions that pose an immediate safety and/or reliability threat shall be eliminated

Halter is required to remove limbs back to original cut. All clearances are minimum distances. Proper pruning techniques may require greater clearances.

Service Orders and Work Orders

Vegetation management control activities performed on a specific portion of a circuit identified by KENERGY through a KENERGY generated Service Order or Work Order.

Service Orders and Work Orders Specifications

HALTER shall use the following specifications when clearing vegetation for proposed line extensions:

****All pine trees shall be conductor to sky clearance****

- Primary: All multi-phase conductors:
 - 20 feet side clearance (40 feet total)
 - From centerline, ground to sky
- Primary: All single-phase conductors:
 - 10 feet side clearance (20 feet total)
 - From centerline, ground to sky
- Secondary: All bundled conductors (triplex or quadraplex):
 - 6-foot radius clearance

All clearances are minimum distances. Proper pruning techniques may require greater clearances.

3. Member Notification

HALTER agrees to notify property owner, authorized agent, or public authorities having ownership or control over each tree to be trimmed or removed, brush and trees chemically treated and/or all property to be cleared. Whenever practical, acknowledgement of tree removals and chemical application shall be obtained in writing. A copy of all signed forms shall be presented to KENERGY upon request. HALTER must consistently maintain at least two weeks advance member notification of field crew execution. HALTER must utilize work planner(s) to assess and plan the work in order to maintain the required minimum two weeks advance member notification of field crew execution.

4. Non-Compliance

Should a property owner refuse to have proper vegetation management control activities performed on their property, they will be deemed to be in Non-Compliance with KENERGY'S specifications. HALTER is responsible to manage all member Non-Compliance issues and to file a written notification with KENERGY of same. KENERGY will work with HALTER to optimize the use of KENERGY'S Trade-A-Tree program.

5. Quality Assurance/Quality Control

HALTER must complete all quality assurance activities, including written certification of quality assurance per circuit, following completion of each circuit. KENERGY will conduct quality control inspections and issue a quality deficiency notice, as appropriate, on circuit miles completed and submitted by HALTER within two weeks of completion of each circuit. HALTER must complete all quality control rework identified by KENERGY within one week of the notice.

6. Strategic Tree Removals

HALTER is responsible to remove all undesirable trees and brush that are not suitable for herbicide application. This includes all trees located within 10 feet of either side of the outside phase.

HALTER must obtain signed permission from members for these removals and submit to KENERGY the names and addresses for all Non-Compliance issues associated with tree removal. All trees removed must be stump treated with appropriate herbicide application. The names and address of all members that refuse stump treatment must be submitted to Kenergy.

7. Herbicide Application

All undesirable trees and brush less than 10 feet in height that are located within 20 feet of either side of the multi-phase pole centerline and within 10 feet of either side of the single-phase pole centerline must be treated with an appropriate herbicide, using application techniques and chemical formulas approved by KENERGY.

8. Hazardous Tree Removals

HALTER is responsible to identify and remove all hazardous trees that pose a high degree of reliability risk to single-phase and multi-phase conductors. A hazardous tree will be defined as a large mature tree, or any part thereof, that poses imminent risk of falling onto any primary conductors. HALTER shall report the locations of all hazardous tree removals to KENERGY.

9. Performance Standards

HALTER shall conduct all work under this AGREEMENT in accordance with the following performance standards.

- a. All trees and brush removed shall be cut at ground level and treated with herbicide, leaving no stumps above ground.
- b. Any and all debris, underbrush, logs and other useless materials shall be removed by HALTER as rapidly as practical as the work progresses.
- c. Directional pruning techniques are used on KENERGY'S system, where appropriate. Pruning activities are based on accepted arboricultural standards, including ANSI A300 – Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), International Society of Arboriculture Best Management Practices, Utility Pruning of Trees – Special Companion Publication to the ANSI A300 Standard and Pruning Trees Near Electric Utility Lines, A Field Pocket Guide For Qualified Line-Clearance Tree Workers by Dr. Alex Shigo. KENERGY requires that HALTER utilize these standards, where appropriate.
- d. All tree pruning shall be done so as to obtain maximum clearance with due regard to current and future tree health and in conformity with permissions obtained.
- e. All stumps and brush shall be chemically treated for maximum control of regrowth.
- f. HALTER is to leave all gates and fences as found.
- g. HALTER agrees that its personnel and equipment shall at all times present a neat appearance.
- h. All work shall be done in a professional manner giving the utmost respect to KENERGY'S members, the general public and others with whom HALTER may come into contact during completion of this project.
- i. HALTER agrees that complaints of any nature shall receive immediate attention and that all reasonable efforts shall be made for a prompt resolution of such complaints. This shall be communicated to the property owner and Kenergy start to finish.

10. Unsatisfactory Work Progress

KENERGY shall have the right to require HALTER to increase the number of employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be reasonable unsatisfactory to KENERGY; and not in accordance with the agreed work schedule; but the failure of the KENERGY to give any such directions shall not relieve HALTER of his obligations to complete the work within the time and in the manner specified in this agreement.

ARTICLE III – PAYMENT AND REPORTING

1. Payment

KENERGY and HALTER agree to the following payment:

Routine Circuit Maintenance

HALTER agrees to perform routine circuit maintenance on those circuits identified in Table 2, below. For this routine circuit maintenance work, KENERGY agrees to pay HALTER an amount equal that identified in Table 2, below for 2022 and 2023.

Table 2

2022 RCM CIRCUITS				
Substation	Feeder	Miles	Price with 4% discount	Completion Date
012-Lewisport	2- Lewisport	10.36	\$ 60,316.72	May 2022
012-Lewisport	3- Shopping Center	28.37	\$ 101,041.10	May 2022
012-Lewisport	5- Dal Tile	0.78	\$ 3,929.50	May 2022
012-Lewisport	6- McGill Lane	6.23	\$ 19,512.62	May 2022
012-Lewisport	7- Maxwell Bros	33.15	\$ 223,335.05	April 2022
015- Whitesville	1- Hwy 54 West	20.46	\$ 60,451.48	June 2022
015- Whitesville	2- Whitesville	49.76	\$ 222,800.72	July 2022
015- Whitesville	3- Ralph	90.45	\$ 479,150.53	November 2022
015- Whitesville	4- Stevens Sch. Rd	43.6	\$ 181,399.45	December 2022
018- South Dermont	1- Lake Forrest	2.73	\$ 15,256.25	November 2022
018- South Dermont	2- Old Mill	2.34	\$ 17,434.54	November 2022
018- South Dermont	3- Windridge Club	12.86	\$ 76,364.81	December 2022
018- South Dermont	4- Scotty Lane	3.76	\$ 27,584.50	November 2022
018- South Dermont	5- Southeastern Pkwy	5.41	\$ 52,762.17	November 2022
018- South Dermont	6- Kenergy	3.59	\$ 25,141.38	November 2022
026- Pleasant Ridge	2- Maple Leaf Lake	37.97	\$ 245,491.63	December 2022
026- Pleasant Ridge	3- Popular Log Brg	29.15	\$ 128,207.29	December 2022
027- Bon Harbor	1- Post Office	2.59	\$ 27,206.44	May 2022
027- Bon Harbor	2- Ben Hawes Park	10.63	\$ 65,706.96	April 2022
027- Bon Harbor	3- Worthington Rd	1.6	\$ 10,372.32	May 2022
027- Bon Harbor	4- 5th Street Rd	9.82	\$ 50,592.50	April 2022
027- Bon Harbor	5- Lee Rudy/Hwy 60	20.94	\$ 70,851.76	May 2022
041- Beda	1- 231 North	50.68	\$ 263,786.48	December 2022
063- Geneva	1- Alzey	48.21	\$ 151,030.68	December 2022
063- Geneva	2- Airport/Office	37.79	\$ 110,080.31	December 2022
063- Geneva	3- Smith Mills	99.53	\$ 211,180.53	December 2022
080- Niagara	1- Niagara	78.13	\$ 286,791.73	November 2022
080- Niagara	2- Hwy 283 S	43.5	\$ 154,870.30	November 2022
082- RaceCreek	1- Spottsville	18.78	\$ 159,495.76	December 2022
082- RaceCreek	2- Country Club	10.91	\$ 115,496.18	December 2022
082- RaceCreek	3- Rucker Rd #1	21.33	\$ 204,923.53	December 2022
085- Sullivan	2- Blackford	71.65	\$ 268,354.48	May 2022

085- Sullivan	3- KyStone	50.98	\$ 229,066.62	June 2022
090- Zion	1- Hwy 1078 North	9.67	\$ 130,334.87	June 2022
090- Zion	2- Beals/Reed	56.17	\$ 310,763.25	August 2022
090- Zion	3- Hebbardsville	69.38	\$ 385,176.29	October 2022
090- Zion	4- Galloway Corner	16.95	\$ 106,402.00	October 2022
106- Adams Lane	1- Happy Acres	8.56	\$ 53,054.78	November 2022
106- Adams Lane	2- Adams Lane	18.69	\$ 85,098.50	November 2022
106- Adams Lane	3- Cresline	1.67	\$ 9,319.74	October 2022
		1139.13	\$ 5,400,135.77	

2023 RCM CIRCUITS				
Substation	Feeder	Miles	Price with 3% discount	Completion Date
010- Yager	1- Yager Material	1.1	\$1,381.11	September 2023
017- Dermont	2- Dee Acres	7.7	\$ 71,307.79	December 2023
017- Dermont	3- Timber Ridge Subd	10.62	\$ 82,502.97	December 2023
020- Horse Fork	3- Sutherland Rd	2.28	\$ 5,685.01	December 2024
020- Horse Fork	4- Marlboro Apts.	3.79	\$ 19,284.83	December 2024
020- Horse Fork	5- Hampton Inn	3.26	\$ 10,568.19	December 2024
021- Stanley	1- Newman	48.63	\$ 179,299.65	December 2023
021- Stanley	2- Hwy 60 East	6.74	\$ 32,247.65	December 2023
021- Stanley	3- Birk City	20.34	\$ 95,617.75	December 2023
024- Utica	1- Browns Valley	47.08	\$ 115,989.51	October 2023
024- Utica	2- Red Hill	50.43	\$ 266,000.65	December 2023
024- Utica	3- Locust Grove Rd	30.19	\$ 175,174.98	December 2023
024- Utica	4- Utica	23.56	\$ 98,510.33	December 2023
024- Utica	5- Old Barmet	3.3	\$ 23,554.47	October 2023
041- Beda	2- Hoopee Hill	39.07	\$ 357,440.39	September 2023
041- Beda	3- Heflin	44.74	\$ 279,183.75	June 2023
041- Beda	4- Iron Mountain	23.79	\$ 189,113.55	September 2023
058- South Owensboro	4- Hollywood Video	0.28	\$ 362.78	September 2023
058- South Owensboro	5- Twin Lakes	6.48	\$ 17,321.37	September 2023
058- South Owensboro	6- Cracker Barrel	1.02	\$ 9,358.74	September 2023
058- South Owensboro	7- Todd Bridge Rd.	6.2	\$ 16,836.51	September 2023
069- Lyon Co.	1- Sunnyside	43.59	\$ 197,054.83	September 2023
069- Lyon Co.	2- Iron Hills	28.89	\$ 205,293.76	November 2023
069- Lyon Co.	3- Barkley Dam	18.76	\$ 98,920.73	November 2023
070- Marion	1- Matoon	84.54	\$ 285,089.82	April 2023
070- Marion	2- Princeton	63.87	\$ 203,972.50	May 2023
070- Marion	3- Sheridan	140.54	\$ 547,037.05	November 2023
070- Marion	4- Dam 50	67.5	\$ 371,609.42	December 2023
081- Providence	2- Dalton	53.15	\$ 282,382.56	August 2023
083- Riverport	1- Valley Grain	0.02	\$ 193.03	April 2023
083- Riverport	2- Unison	1.08	\$ 998.13	April 2023
083- Riverport	3- Shamrock	0.24	\$ 1,926.42	April 2023
091- Wolf Hills	1- WFIE	0.02	\$ 1,606.32	April 2023
091- Wolf Hills	3- Wathen Lane	9.98	\$ 157,201.11	July 2023
091- Wolf Hills	4- Ellis Park	16.22	\$ 192,387.86	July 2023

2. Work Orders

HALTER agrees to perform vegetation management control activities on specific portions of circuits identified by KENERGY through a KENERGY generated Work Order. Upon receipt of the Work Order, HALTER will inspect the work to be completed and provide a bid to KENERGY within three (3) days for the cost to perform all work associated with that Work Order. Upon mutual agreement of a price to complete said work order, HALTER shall initiate work thereon. For this work, KENERGY agrees to pay HALTER an amount equal to the agreed upon price.

3. Adjustments to Circuit Mileage

In the event HALTER performs vegetation management control activities on a portion of a circuit under a KENERGY generated Service Order(s) and/or Work Order(s) and KENERGY decides to also perform routine circuit maintenance on this same circuit in the same year, the work associated with the Service Order(s) and/or Work Order(s) will be deducted from the total work for that circuit. Payment to HALTER will be made based on the revised scope of work.

4. Service Orders

HALTER agrees to perform vegetation management control activities on specific portions of circuits identified by KENERGY through a KENERGY generated Service Order and KENERGY agrees to pay HALTER for that work based on time and equipment (T&E) incurred to complete that work. The labor and equipment rates to be paid during 2022 for this work are contained in Exhibit 1 – Labor and Equipment Rates.

5. Invoicing

HALTER will invoice KENERGY monthly, for all work completed during the previous month. Invoices shall include those costs incurred for routine maintenance work, completed Work Orders and costs associated with Service Orders. Payment will be due thirty (30) days following receipt of the invoice.

KENERGY will withhold 10% of the total invoiced amount for each circuit and Work Order as retainage to ensure successful completion of the work. Upon achieving final quality control certification for each individual circuit or Work Order, unless HALTER is in default hereunder KENERGY will release the retained amount for that respective work and process payment to HALTER within ten (10) business days from the date HALTER achieves final QC certification and all circuit related paperwork is turned in to Kenergy, including but not limited to QA, lead sheets,

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hazard trees, strategic removals, non-compliances, trade-a-tree's, complaints/damage/outage forms.

6. Third Party Invoicing

Should HALTER engage a third party to perform under this contract, then HALTER has the sole responsibility for payment to the third party and HALTER shall obtain and submit to KENERGY all performance reporting from such third party.

7. Reporting

HALTER shall provide to KENERGY the following reports:

- a. Weekly timesheets shall be submitted for all work performed under this AGREEMENT.
- b. Weekly Project Summary Report to include:
 - i. Number of cuts and trims
 - ii. Number of strategic removals
 - iii. Number of hazardous removals
 - iv. Number of spans and foot brush trimmed for skytrims
 - v. Equipment down time status
 - vi. Herbicide Application to include number of gallons used and locations applied
- c. Safety Reports
 - i. A monthly OSHA recordable report outlining the monthly rate and the cumulative annual rate.
 - ii. HALTER shall immediately notify KENERGY of any safety incidents, property damage or near misses and provide a written follow-up report within 24 hours of the occurrence detailing the event, the root cause of the event and the steps HALTER will take in the future to prevent a reoccurrence.
- d. Crew Locations – Every Monday by 9:00 am CST or EDT where applicable, HALTER will e-mail to KENERGY the location of all personnel performing work on KENERGY'S system. Updated notification is required when crew schedule or location changes. HALTER will also be responsible to notify KENERGY daily of the location of personnel performing work on Service Orders or Work Orders. This correspondence shall also identify any non-functional equipment and the date equipment is expected to return to service.

8. Taxes

The prices included in this Agreement include any sums which are or may be payable by HALTER on account of taxes imposed by any taxing authority related to services provided by HALTER under the terms of this AGREEMENT.

ARTICLE IV – MISCELLANEOUS

1. Safety

HALTER shall at all times take all reasonable precautions for the safety of its employees and of the public and shall comply with all applicable provisions of Federal, state and local safety laws, regulations and codes.

The following provisions shall not limit the generality of the above requirements:

- a. HALTER shall conduct work in such a manner so as to cause the least possible obstruction of public highways.
- b. HALTER shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.
- c. HALTER shall do all things necessary or expedient to properly protect any and all property whether owned by KENERGY or others from damage. In the event that any such property is damaged in the course of work HALTER shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.
- d. Where the right-of-way traverses cultivated lands, HALTER shall limit the movement of crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during work on the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. HALTER shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to work on the project and not caused by negligence or inefficient operation of HALTER.

- e. This work, from the commencement to completion, shall be under the charge and control of HALTER and during such period of control by HALTER all risks in connection with the project shall be borne by HALTER. HALTER shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of HALTER by reason of HALTER's negligence.

2. Employee Safety

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT THE ELECTRIC CIRCUITS OF KENERGY ARE TO CONTINUE IN NORMAL OPERATION DURING WORK PERFORMED UNDER THIS AGREEMENT. HALTER is to provide personnel qualified to work around energized lines and all work shall be performed to meet all applicable OSHA Safety Rules and Regulations, specifically OSHA 1910.269 and ANSI Z133 standards. HALTER is to provide and use such protective equipment as OSHA deems necessary for the protection of its employees, KENERGY'S employees and the general public and to guard against interfering with the normal operation of said circuits. Any circuits that are damaged, need repair or de-energized shall be done by KENERGY. HALTER may be invoiced for system damages caused by its performance under this AGREEMENT.

3. Safety Violations

Repeated and/or uncorrected safety violations, practices or working conditions by HALTER may be cause for KENERGY to suspend or terminate this AGREEMENT.

4. Removal of HALTER Employee

KENERGY reserves the right to require the removal from the project of any employee of HALTER if in the judgment of KENERGY such removal shall be necessary in order to protect the interest of KENERGY.

5. Resource Availability and Response Time

All HALTER personnel who normally work on KENERGY'S system shall be available 24/7 during the contract term for any emergency restoration work that may emerge on the KENERGY system. HALTER cannot at any time remove these personnel and/or equipment resources without prior approval from KENERGY, **which approval shall not be unreasonably withheld, conditioned, or delayed.** Crew(s) will be required to report to the designated KENERGY work location within 2 hour of notification.

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6. Violating Provisions of this AGREEMENT

Upon violation by HALTER of any of the provisions of this AGREEMENT, after written notice of such violation given to HALTER by KENERGY, HALTER shall immediately correct such violation. Upon failure of HALTER to do so, KENERGY may correct such violation at HALTER's

expense. Provided, however, that KENERGY may, if it deems it necessary or advisable, correct such violation at HALTER's expense without such prior notice to HALTER.

7. Permits

HALTER agrees to secure all permits and licenses necessary for the work to be performed hereunder and to pay all charges and fees required for such permits and licenses.

8. Inspection of Records

KENERGY shall have the right to inspect all payrolls and other data and records of HALTER relevant to the work associated with this AGREEMENT. HALTER will provide all reasonable facilities necessary for such inspection. HALTER shall have an authorized agent accompany the inspector when final inspection is made and, if requested by KENERGY, when any other inspection is made. KENERGY shall maintain this right for a period of five (5) years following completion of all work under this AGREEMENT.

9. Indemnification

To the maximum extent permitted by law, HALTER shall defend, indemnify, and hold harmless KENERGY and KENERGY's directors, officers, and employees from all third party claims, causes of action, losses, liabilities, and expenses (including **but not limited to** reasonable attorney's fees) for personal loss, injury, or death to persons (including but not limited to HALTER's employees) and loss, damage to or destruction of KENERGY's property or the property of any other person or entity (**including but not limited to the extent**) arising out of or connected with HALTER's negligence during its performance under the Agreement in any manner arising out of or connected with the Agreement, including relating to but not limited to the materials or equipment supplied or services performed by HALTER, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making HALTER liable for any injury, death, loss, damage, or destruction caused by the sole negligence of KENERGY.

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~~To the maximum extent permitted by law, HALTER shall defend, indemnify, and hold harmless KENERGY and KENERGY's directors, officers, and employees from all liens and claims filed or asserted against KENERGY, its directors, officers, and employees, or KENERGY's property or facilities, for services performed or materials or equipment furnished by HALTER, its subcontractors and suppliers of any tier, and from all third party losses, demands, and causes of action to the extent arising out of any such lien or claim.~~ HALTER shall **not allow any lien to be placed on Kenergy property and Halter shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify KENERGY promptly when it has done so. If HALTER does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, KENERGY shall have the right (but shall not be obligated) to pay all sums necessary**

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to obtain any such discharge or release and to deduct all amounts so paid from the amount due HALTER. Kenergy may exercise its rights as to Halter's contract as available to a third party beneficiary.

-~~I~~to the maximum extent permitted by law, KENERGY shall defend, indemnify, and hold harmless HALTER and HALTER's directors, officers, and employees from all third party claims, causes of action, losses, liabilities, and expenses(including reasonable attorney fees) for personal loss, injury, or death to persons (including but not limited to KENERGY's property) to the extent arising out of or connected with KENERGY's negligence or willful misconduct but nothing herein shall be constructed as making KENERGY liable for any injury, death, or destruction caused by the sole negligence of HALTER.

HALTER shall provide to KENERGY's satisfaction evidence of HALTER's ability to comply with the indemnification provisions of the paragraphs above, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.

10. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, LOSS OF DATA, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, OR ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING UNDER ANY CAUSE OF ACTION AND ARISING OUT OF THIS AGREEMENT OR UNDER ANY STATUTE OR LAW CONNECTED INDEPENDENTLY OF THIS AGREEMENT TO SUCH ACTION. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT, ~~WHETHER IN CONTRACT, IN~~ TORT, ~~STATUTE OR OTHERWISE~~ SHALL NOT EXCEED **THE AGGREGATE AMOUNT OF AVAILABLE INSURANCE COVERAGE.** “

11. Insurance

HALTER shall take out and maintain throughout the period of this AGREEMENT the following types and minimum amounts of insurance:

Workers' Compensation - Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Contractor(s) under the contract. If any employer or employee is not subject to the workers' compensation laws

of Kentucky, the insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.

Public Liability Insurance - Covering all operations under the agreement shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$2 million aggregate for accidents during the policy period. A single limit of \$1 million on bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

Automobile Liability Insurance - For all motor vehicles used in connection with the agreement, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence and property damage limits of \$1 million for each occurrence. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

Kenergy shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in the previous paragraphs. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the agreement price.

KENERGY shall be named as Additional Insured on all policies of insurance. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to KENERGY. HALTER shall furnish KENERGY a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to KENERGY of any cancellation or material change in the insurance.

12. Assignment of Guarantees

All guarantees of materials and workmanship running in favor of HALTER shall be transferred and assigned to KENERGY prior to the time HALTER receives final payment.

13. Completion upon HALTER's Default

If default shall be made by HALTER or by any subcontractor in the performance of any of the terms of this AGREEMENT, KENERGY, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon HALTER and the Surety or Sureties, if any, upon HALTER's Bond or Bonds a written notice requiring HALTER to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon HALTER such default shall be corrected or arrangements for the correction thereof satisfactory to

KENERGY shall be made by HALTER or its Surety or Sureties, if any, KENERGY may take over completion of the project by Contract or otherwise at the expense of HALTER, and HALTER and its Surety or Sureties, if any, shall be liable to KENERGY for any cost or expense in excess of the Contract price occasioned thereby. In such event KENERGY may take possession of and utilize, in completion of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to HALTER or any of its subcontractors, which may be situated at the site of the project.

14. Cumulative Remedies

Every right or remedy herein conferred upon or reserved to KENERGY shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election.

15. Completion of the Project

The term "Completion of the Project" shall mean full performance by HALTER of their obligations under this AGREEMENT and all amendments and revisions thereof.

16. Materials and Supplies

In the performance of this AGREEMENT there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event such use is pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, an "eligible country" is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the United States Trade Representative. HALTER agrees to submit to the KENERGY such certificates with respect to compliance with the foregoing provision as KENERGY from time to time may require.

17. Compliance with Laws

HALTER shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under this AGREEMENT and the completion of the project. HALTER acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq), and 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended.

HALTER represents that to the extent required by Executive Orders 12549 (3 CFR, 1985-1988 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), Debarment and Suspension, and 7 CFR part 3017, it has submitted to KENERGY a duly executed certification in the form prescribed in 7 CFR part 3017.

HALTER represents that, to the extent required, it has complied with the requirements of Pub. L. 101-121, Section 319, 103 Stat. 701, 750-765 (31 U.S.C. 1352), entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and any rules and regulations issued pursuant thereto.

18. Equal Opportunity Provisions

a. HALTER 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 EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 of September 24, 1965, and Title VII of the Civil Rights Act of 1964.

HALTER 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, that the proposed subcontractor has filed a current report on Standard Form 100.

HALTER 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 AGREEMENT will amount to more than \$10,000, HALTER will file such report, as required by law, and notify KENERGY in writing of such filing.

b. Equal Opportunity Clause. During the performance of this AGREEMENT, HALTER agrees as follows:

(1) HALTER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or because of their status as protected veterans. HALTER 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, national origin or because of their status as protected veterans. Such action shall include, but not be limited to, the following: hiring, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including

apprenticeship. HALTER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

- (2) HALTER will, in all solicitations or advertisements for employees placed by or on behalf of HALTER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) HALTER 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 advising the said labor union or workers' representative of HALTER's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) HALTER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) HALTER 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 HALTER's noncompliance with the Equal Opportunity Clause of this AGREEMENT or with any of the said rules, regulations, or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part, and HALTER may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
- (7) HALTER will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations, or order 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. HALTER 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 HALTER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, HALTER may request the United States to enter into such litigation to protect the interests of the United States.

- c. Certificate of Nonsegregated Facilities. HALTER certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. HALTER 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. HALTER agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this AGREEMENT. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing 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. HALTER agrees that (except 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.

19. Evidence of Payment

On request, HALTER shall deliver to KENERGY a certificate that all persons who have furnished labor in connection with the Project and subcontractors who have furnished services for the project have been paid in full.

20. Nonassignment of Agreement

HALTER shall not assign this AGREEMENT or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the

performance of HALTER's obligations hereunder or any part thereof, without the approval in writing of KENERGY and of the Surety or Sureties, if any, on any bond furnished by HALTER for the faithful performance of HALTER's obligations hereunder. If HALTER, with the consent of KENERGY and any Surety or Sureties on the HALTER's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this AGREEMENT, HALTER shall be as fully responsible to KENERGY for the acts and omissions of such subcontractor and of persons employed by such subcontractor as HALTER would be for its own acts and omissions and those of persons directly employed by it. **Notwithstanding the foregoing, HALTER may assign this agreement to an affiliate or related controlled entity of HALTER without the consent of KENERGY upon prior written notice to KENERGY.** Successors and Assigns

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This agreement shall inure to the benefit of and be binding upon KENERGY, HALTER and respective successors and permitted assigns except as otherwise stated herein. HALTER shall not assign any of its rights or duties under this agreement, or subcontract the whole or any part of the work to be performed hereunder, without first having obtained the written consent of KENERGY authorizing such assignment or subcontract. KENERGY reserves the right to enter into a contract with additional companies for performance of the same kind of work done by HALTER under this AGREEMENT.

21. Entire Agreement

The terms and conditions set forth herein are intended by KENERGY and HALTER to constitute the complete statement of their AGREEMENT and all prior communications relating to the subject matter of this AGREEMENT, whether oral or written, are hereby superseded. No modification or amendment of this AGREEMENT shall be effective unless the same is in writing and signed by both parties.

22. Severability

If any provision of this AGREEMENT shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder shall not be affected thereby, and each provision hereof shall be valid and shall be enforceable to the fullest extent permitted by law.

23. Confidentiality

All information regarding KENERGY to which HALTER is privileged shall be considered confidential and HALTER shall not release or disclose such materials or information to any person or entity without prior written consent from KENERGY.

25. Force Majeure

Except for payment obligations, neither party is liable for failing to fulfill its obligations due to acts of God, extreme weather, unforeseen regulatory actions, civil or military authority, war, riots, strikes, fire, or other causes beyond its reasonable control. To the extent a PARTY is substantially delayed by force majeure from performing its obligations hereunder, such party shall give notice and details of the force majeure to the other party as soon as practical, then the parties may extend the time of performance by written agreement.

26. Suspension by KENERGY for Convenience

KENERGY, may, without cause, suspend or delay delivery of performance of the scope of work in whole or in part for such period of time as KENERGY may determine.

27. Applicable Law AND ADR

This agreement shall be construed and enforced subject to the law of the State of Kentucky. Any and all disputes, complaints, controversies, claims and grievances less than \$75,000 arising under, out of, in connection with, or in any manner related to this Agreement or the relationship of parties hereunder shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The obligation to arbitrate shall extend to any affiliate, subsidiary, officer, employee, shareholder, principal, agent, trustee in bankruptcy or guarantor of a party making or defending any claim hereunder. Any decision and award of the arbitrator shall be final, binding, and conclusive upon all of the parties hereto and said decision and award may be entered as a final judgment in any court of competent jurisdiction. Notwithstanding said Rules, any arbitration hearing to take place hereunder shall be conducted in Owensboro, Kentucky, before one (1) arbitrator who shall be an attorney who has substantial experience in commercial law issues. Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims, or claims involving two (2) or more parties. Either party may apply to any court of competent jurisdiction for interim, temporary, or preliminary injunctive relief in aid of the arbitration proceedings, or to enforce the arbitration award, but not otherwise. Any such application to a court shall not be deemed incompatible or a waiver of this provision. The arbitrator shall be required to make written findings of fact and conclusions of law to support its award. Except as may be required by law, neither a party nor an arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding anything to the contrary in said Arbitration Rules, the arbitrator shall not be authorized or empowered to award consequential, incidental, or punitive damages, and the

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parties expressly waive any claim to such damages. By execution of this Agreement, the parties consent to the jurisdiction of the American Arbitration Association and waive any objection which either party may have to any proceeding so commenced based upon improper venue or forum non conveniens.

28. Extension of AGREEMENT

This agreement may be extended upon terms and conditions mutually agreed upon by the parties.

29. Attorney's Fees

Attorney's Fees In the event of any litigation between the parties hereto involving this Agreement or the respective rights of the parties hereunder, the party who does not prevail in such litigation shall pay all the prevailing party's reasonable attorneys' and experts' fees, costs and expenses incurred by the prevailing party in resolving said matter. As used herein the term 'prevailing party' shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment.

30. Non-Exclusivity

This AGREEMENT is a non-exclusive AGREEMENT between KENERGY and HALTER. KENERGY reserves the right to obtain the same or similar services from other companies. HALTER reserves the right to offer the same or similar services to others.

31. Notices

Any notice to be given under this AGREEMENT shall be sufficient if delivered via mail or electronic mail to:

If to KENERGY:

Kenergy Corp.
~~Management Inc.~~
ATTN: Jeff Hohn, CEO
P.O. Box 18
Henderson, KY 42419
jhohn@kenergycorp.com

If to HALTER:

Halter ~~Tree Service, Inc.~~ ~~Vegetation~~
ATTN: Jessica Hamilton, Secretary
325 Main St.
Vincennes, IN 47591
doug@thehaltergroup.com

IN TESTIMONY WHEREOF, witness the hands of the parties hereto as of the day and date first written above.

**KENERGY CORP.
MANAGEMENT INC.**

HALTER TREE SERVICE, INC. VEGETATION

By: Jeff Hohn
Fouty

By: Jeffrey

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Printed Name: Jeff Hohn
Fouty

Printed Name: Jeffrey S

Title: President and CEO
Agent

Title: Business

**Exhibit 1
Labor and Equipment Rates**

Halter Group Labor Pricing 2022-2023		Kentucky 2022	Kentucky 2023
New Description	New Long Description	Rate	Rate
General Foreman	Crew(s) Supervisor	\$ 48.24	\$ 49.20
OT General Foreman	Crew(s) Supervisor Overtime	\$ 55.71	\$ 56.83
Workplanner	Utilized to pre-plan work (Demand tickets)	\$ 46.24	\$ 47.16
OT Workplanner	Utilized to pre-plan work (Demand tickets) Overtime	\$ 54.62	\$ 55.71
Foreman A	Experienced Crew Leader	\$ 45.27	\$ 46.18
OT Foreman A	Experienced Crew Leader Overtime	\$ 56.24	\$ 57.36
Foreman B	Entry level Crew Leader	\$ 44.27	\$ 45.16
OT Foreman B	Entry level Crew Leader Overtime	\$ 56.12	\$ 57.24
Trimmer	Top Climber/Trimmer	\$ 43.89	\$ 44.77
OT Trimmer	Top Climber/Trimmer Overtime	\$ 55.66	\$ 56.77
Trimmer Trainee T-4	Mid Level Climber/Trimmer (18-24 Months Exp.)	\$ 43.46	\$ 44.33
OT Trimmer Trainee T-4	Mid Level Climber/Trimmer (18-24 Months Exp.) Overtime	\$ 50.89	\$ 51.91
Trimmer Trainee T-3	Mid Level Climber/Trimmer (12-18 Months Exp.)	\$ 41.36	\$ 42.19
OT Trimmer Trainee T-3	Mid Level Climber/Trimmer (12-18 Months Exp.) Overtime	\$ 48.76	\$ 49.74
Trimmer Trainee T-2	Mid Level Climber/Trimmer (6-12 Months Exp.)	\$ 39.36	\$ 40.15
OT Trimmer Trainee T-2	Mid Level Climber/Trimmer (6-12 Months Exp.) Overtime	\$ 46.55	\$ 47.48
Trimmer Trainee T-1	Entry Level Climber/Trimmer (0-6 Months Exp.)	\$ 38.36	\$ 39.13
OT Trimmer Trainee T-1	Entry Level Climber/Trimmer (0-6 Months Exp.) Overtime	\$ 45.99	\$ 46.91
Equipment Operator	Operates specialized equipment Skytrims, brush cutters, etc	\$ 45.27	\$ 46.18
OT Equipment Operator	Operates specialized equipment Skytrims, brush cutters, etc Overtime	\$ 56.24	\$ 57.36
Groundman	Entry Level Position / Flagger / Groundman	\$ 37.36	\$ 38.11
OT Groundman	Entry Level Position / Flagger / Groundman Overtime	\$ 44.88	\$ 45.78
Halter Group Equipment Pricing 2022-2023		Kentucky 2022	Kentucky 2023
New Description	New Long Description	Rate	Rate
2x4- Aerial Lift 50 - 57'	Aerial Lift 57' height, w/chip bed, tools, hydraulic tools & saws	\$ 28.14	\$ 28.56
2x4- Aerial Lift 70' or >	Aerial Lift 70' height, w/chip bed, tools, hydraulic tools & saws	\$ 30.13	\$ 30.58
Backyard Bucket	Portable Aerial Lift 55', w/trailer, hydraulic tools	\$ 28.56	\$ 28.99
2x4- Split Dump	Split dump truck w/chip bed, saws & tools	\$ 21.99	\$ 22.32
Disc Chipper	Disc Chipper	\$ 9.73	\$ 9.88
Aerial Drone	Phantom IV Aerial Drone (5 mile range) for vegetation inspections	\$ 6.00	\$ 6.09
Enclosed Equip. Trailer	16 Ft. Enclosed Equipment Trailer with all necessary equipment for manual crew	\$ 14.00	\$ 14.21
Pickup Truck 4x4	Pickup Truck 4x4	\$ 17.99	\$ 18.26
Service Truck	Service Truck with Fuel Tank, Air Compressor, Tools	\$ 17.99	\$ 18.26

Service Tandem Rollback	Service Tandem Rollback with Fuel Tank, Air Compressor, Tools	\$ 31.96	\$ 32.44
Service Truck & Trailer	Service Truck & Trailer with Fuel Tank, Air Compressor, Tools, Nurse Tank	\$ 31.96	\$ 32.44
4x4 Tractor with 8ft. Bush-Hog	4x4 Tractor with 8ft. Bush-Hog	\$ 39.00	\$ 39.59
4x4 Tractor with 8ft. Wetblade Mower	4x4 Tractor with 8ft. Wetblade Mower	\$ 42.00	\$ 42.63
Semi-Tractor & Lowboy	Tractor & Lowboy	\$ 55.00	\$ 55.83
Semi-Tractor & Lowboy- Stby Time	Tractor & Lowboy- Stby Time	\$ 37.50	\$ 38.06
Semi-Tractor & Chip Trailer	Tractor & Chip Trailer	\$ 75.00	\$ 76.13
Log Truck Loader	Grapple Truck w/ dump bed	\$ 52.50	\$ 53.29
Dump Truck	Dump Truck (tandem dump)	\$ 45.00	\$ 45.68
4x4- Skidder Bucket 50-55'	4x4 Skidder Bucket 50-55' w/tools	\$ 63.00	\$ 63.95
4x4- Grapple Skidder	648 John Deere Grapple Skidder	\$ 52.50	\$ 53.29
Kershaw Skytrim	Skytrim 70" telescoping arm mechanical side trimming device	\$ 59.50	\$ 60.39
Kershaw Klearway Mower	2022 Kershaw Klearway 500 with 120 Fecon Bullhead	\$ 78.78	\$ 79.96
Track Loader Mower	Lamtrac 150 HP Mower with mulching head	\$ 62.60	\$ 63.54
Track Loader Skidsteer Mower	Catt 299XD3 Mower with Fecon mulching head	\$ 55.50	\$ 56.33
Tracked Feller Buncher	Feller Buncher 39" cutter head	\$ 90.00	\$ 91.35
Large Cap. Chipper	Large Capacity Chipper	\$ 45.00	\$ 45.68
Stump Grinder - Pull Behind	Pull behind Stump Grinder	\$ 20.00	\$ 20.30
Stump Grinder - Self Propelled	Self Propelled Stump Grinder	\$ 26.00	\$ 26.39
Boat & Motor	Boat, Motor & Trailer w/ tools & saws	\$ 15.00	\$ 15.23
Chainsaw 28" Bar Length	Stihl Chainsaw 28" Bar Length	\$ 3.00	\$ 3.05
Gas Powered Polesaw	Gas Powered Extendable Polesaw	\$ 2.25	\$ 2.28
Brushcutter	Hand Operated Brushcutter	\$ 1.50	\$ 1.52
ATV	All Terrain Vehicle 4x4 w/ & trailer	\$ 6.00	\$ 6.09
Morooka	Tracked All Terrain Vehicle w/trailer	\$ 15.00	\$ 15.23
Morooka W/250 Gallon Sprayer	Tracked All Terrain Vehicle w/trailer & 250 Gallon Radial Arch Spray Rig	\$ 23.00	\$ 23.35
Spray - 4x4 Vehicle W/Sprayer	4x4 Truck, sprayer equipped	\$ 20.00	\$ 20.30
Spray - RTV Vehicle W/Sprayer	Kubota RTV900 with 120 gallon sprayer	\$ 11.00	\$ 11.17
Spray - Skidder W/400 Gallon Spray Rig	440 JD Skidder with 400 Gallon Spray Rig Radial Arch	\$ 52.50	\$ 53.29
Spray - Large Cap. Spray Truck	1100 Gallon Spray Rig mounted on straight truck	\$ 43.50	\$ 44.15
Per Diem	Overnight Lodging with meals	\$ 110.00	\$ 111.65