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2015 KENTUCKY WASTE TIRE MANAGEMENT PROGRAM AGREEMENT

ENERGY & ENVIRONMENTAL CABINET
2015 Waste Tire Management Program

R-540-2015
Contract #: 173-2015

We, the Lexington-Fayette Urban County Government ("LFUCG"), hereby agree to the following conditions for the 2015 Kentucky Waste Tire Management Program authorized under KRS 224.50-880. The tire funds shall be used for the direct costs associated with the waste tire removal and processing as specified in the state's contract awarded through a procurement bid process.

1. OBLIGATIONS OF THE COUNTY

We, the LFUCG, understand and agree to the following:

LFUCG shall undertake the following obligations:

- 1.1. LFUCG shall designate and identify to the Cabinet a project coordinator by August 1, 2015 to administer the waste tire management program.
- 1.2. LFUCG shall participate in the training and planning program conducted by the Cabinet through local Area Development District agency.
- 1.3. LFUCG shall conduct a multi-media program including but not limited to newspapers, radio, and local cable TV to educate its citizens on correct waste tire management and promote the waste tire management program. LFUCG shall also enlist the cooperation of any local agency, including, but not limited to, the local health department, Farm Bureau, Federal Farm Services Agency, conservation district and LFUCG extension agent in the educational and promotional program.
- 1.4. LFUCG shall note in all of its promotional efforts that the Waste Tire Management Program is jointly sponsored by the state Division of Waste Management and LFUCG.
- 1.5. LFUCG shall provide a "**MINIMUM OF THREE**" (3) staff during the scheduled management program weekend that consist of three days (October 1, 2 & 3) to unload waste tires from program participants' vehicles and/or trailers and "**ONE**" additional person to greet program

participant, provide direction and answer questions.

1.6. LFUCG shall monitor the eligibility of program participants.

1.7. LFUCG shall, if it so chooses, or if the Cabinet is unable to schedule the DOH facility, designate an alternate central staging area no later than August 21, 2015.

1.8. LFUCG shall accept and assist in management of waste tires at the central staging area in a manner that will make them easily accessible by the Contractor and work with the contractor to manage the waste tires during the event.

1.9. LFUCG shall provide access for traffic safety at the central staging area so designated and comply with substantive provisions of the state program for the storage of waste tires.

1.10. LFUCG shall, where necessary, assist eligible participants in the management program with the transportation of waste tires to the central staging area.

1.11. LFUCG shall identify tractor-trailer accessible accumulations of 1500 to 5000 waste tires, calculated in Passenger Tire Equivalents in LFUCG not later than fourteen (14) days prior to the County's scheduled event.

1.12. LFUCG shall also identify any accumulations of more than 5000 waste tires, calculated in Passenger Tire Equivalents, and accumulations of between 1500 and 5000 waste tires that are not tractor-trailer accessible in LFUCG not later than fourteen (14) days prior to the County's scheduled management event for future cleanup efforts.

1.13. LFUCG shall perform any necessary tasks to ensure the proper operation of the waste tire management program not specifically listed in this agreement.

1.14. LFUCG shall cooperate fully with the Cabinet in order to facilitate the obligations set out in this AGREEMENT, including but not limited to allowing the Cabinet to inspect all records pertaining to the project at any time.

1.15. LFUCG shall begin the planning phase of the project upon its acceptance of this Agreement, and shall complete the project no later than November 7, 2015.

1.16. LFUCG shall return the signed agreement to the Cabinet not later than August 14, 2015.

2. OBLIGATIONS OF THE CABINET

The Cabinet shall undertake the following obligations:

2.1. The Cabinet shall designate a primary contact person for the management program.

2.2. The Cabinet shall select a Contractor to load, transport, and recycle tires accumulated by LFUCG through the waste tire management program located at the central staging area and/or any approved special staging areas.

2.3. The Cabinet shall require the contractor to have each truck load of waste tires weighed at an independent certified scale and provide a report of all loads hauled by the Contractor under the waste tire management program and will provide a summary to the county.

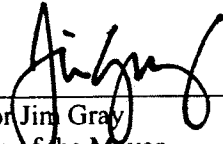
2.4. The Cabinet shall conduct a management program training and planning session for participating counties through each state Area Development District.

2.5. The Cabinet, where possible, will schedule the Kentucky Transportation Cabinet, Department of Highways (DOH) highway maintenance facility in each county as a central staging area where waste tires can be brought by parties eligible to participate in LFUCG's waste tire management program.

2.6. The Cabinet may designate tractor-trailer accessible accumulations of between 1500 and 5000 tires as special staging areas to be serviced by the Contractor, subject to the county's obligations following.

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Lexington-Fayette Urban County Government

Signature:  _____
Mayor Jim Gray
Office of the Mayor
200 E. Main Street
Lexington, KY 40507
Phone: (859) 258-3100
Fax : (859) 258-3194

Date: 10/5/15

Please sign in Blue Ink

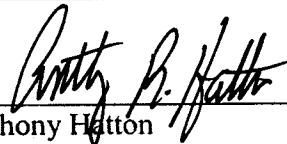
Signature: _____

Date: _____

Print: _____
(Contact Person/Project Manager)

Please sign in Blue Ink

Division of Waste Management

Signature:  _____
Anthony Hatton
DWM Director
200 Fair Oaks
2nd Floor
Frankfort, KY 40601

Date: 12/14/15

Please sign in Blue Ink