Spakes, Rita

From: Cusher, Annette
Sent: Wednesday, April 26, 2017 9:26 AM
To: Spakes, Rita
Subject: FW: Marion County Transfer Station - Plan of Operations; AFIN: 45-00015; Solid Waste Permit No: 0008-STSW-A
Attachments: Marion County TS Operations Plan 2017-04-25 v1.0.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Rec'd Digitally
AFIN: 45-00015
PMT#: 0008-STSW-A
RECEIVED
By spakes at 1:50 pm, Apr 27, 2017
DOC ID#: 71637
TO: AC>FILE <RDS
S W M D

From: Trenshaw, Renee [mailto:RTrenshaw@scsengineers.com]
Sent: Wednesday, April 26, 2017 9:19 AM
To: Cusher, Annette
Cc: Cotter, Floyd; Rosemary Rodgers
Subject: Marion County Transfer Station - Plan of Operations; AFIN: 45-00015; Solid Waste Permit No: 0008-STSW-A

Ms. Annette Cusher,

Thank you for speaking with me on the phone this morning. Attached is an electronic copy of the Marion County Transfer Station's revised Plan of Operations for your review. If you would like any hard copies, please let me know how many and I will get them in the mail.

If you have any questions or comments, please do not hesitate to contact myself or Mr. Floyd Cotter at 913-681-0030.

Thank you,
Renee

Renee Trenshaw
Project Engineer
SCS ENGINEERS
7311 West 130th Street, Suite 100
Overland Park, Kansas 66213
Office: (913) 681-0030 ext. 2332
Direct Dial: (913) 749-0707
Fax: (913) 681-0012
Cell: (573) 450-5439
RTrenshaw@scsengineers.com
www.scsengineers.com

SCS ENGINEERS









Plan of Operations

Marion County Transfer Station

1825 Highway 62 West, Yellville, Arkansas

AFIN: 45-00015
Solid Waste Permit Number: 0008-STSW-A

Prepared for:

Marion County
P.O. Box 545
Yellville, Arkansas 72687

Prepared by:

SCS ENGINEERS
7311 West 130th Street, Suite 100
Overland Park, KS 66213
(913) 681-0030

April 2017
File No. 27217017.00

Offices Nationwide
www.scsengineers.com

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1825 U.S. Highway 62 West, Yellville, AR 72687

AFIN: 45-00015
Solid Waste Permit Number: 0008-STSW-A

Prepared for:

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REGISTERED PROFESSIONAL ENGINEER CERTIFICATION

I hereby certify that I am familiar with the Arkansas Department of Environmental Quality requirements and Regulation Number 22 of Arkansas Pollution Control and Ecology Commission, as amended, and attest that this Plan of Operations has been prepared in accordance with sound environmental engineering practices, applicable state and location requirements, and the local standard of care.

Prepared and Submitted by:



4/25/17

Floyd E. Cotter, P.E.
SCS Engineers
Arkansas P.E. License No. 8123

1 INTRODUCTION

The Marion County Transfer Station (facility) is owned by Marion County and located in Yellville, Arkansas. This Plan of Operations contains the operating procedures for the facility as required by the Arkansas Department of Environmental Quality (ADEQ) under the Arkansas Pollution Control and Ecology Commission (APC&EC) Regulation 22.904.

This document includes a description of personnel and equipment, operating hours, housekeeping procedures, recordkeeping procedures, and contingency plans that will be utilized in connection with transfer station operations.

2 HOURS OF OPERATIONS

The facility hours of operation are:

- Monday through Friday from 7:00 am to 4:00 pm
- First and third Saturday of each month from 8:00 am to12:00 pm (noon).
- Sunday, closed

The facility is also closed for holidays and bad weather when the Courthouse is closed. Holidays include:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and day after
- Christmas Eve
- Christmas Day

3 FACILITY CONTACT INFORMATION

Facility Owner
Marion County
PO Box 545
Yellville, AR 72687
(870) 449-6231

Facility Physical Address
1825 US Hwy 62 West
Yellville, AR 72687
(870) 449-5501

4 FACILITY PERSONNEL

The following personnel will be staffed at the transfer station:

- Supervisors
- Operators
- Administrative Support Staff

A contracted third party will transport waste to the designated location for waste disposal and will transport some recycling to the designated end-user as discussed in Section 13. Other recycling will be taken to the designated end-user by appropriate facility personnel. Actual staff is subject to change, however at least one Supervisor licensed in accordance with APC&EC Regulation 27 will be present at the transfer station during all hours of operation.

5 DUTIES OF PERSONNEL

The following are general duties of personnel at the facility:

Supervisors are responsible for overseeing the waste, recycling, and disposal operations of the facility; ensuring the solid waste disposal operations are conducted in a timely manner; and supervising the processing, storage, and transportation of the source separated recyclables. The supervisor will be a licensed site operator who has been certified in accordance with APC&EC Regulation 27.

Operators are responsible for general operations of the facility including but not limited to operating heavy equipment, manning the compactors, baling recyclables, moving bales to appropriate storage areas, maintaining a clean site and equipment, and hauling recyclables to end-user when applicable. The operators will be trained and appropriately certified to adequately fulfill their duties on site which may include licensing in accordance with APC&EC Regulation 27.

Administrative Support Staff are responsible for properly recording transactions, keeping daily logs, and billing procedures.

Facility personnel have access to personal protective equipment. Safety glasses, gloves, and hearing protection are available to site personnel through the site manager. Fire extinguishers are mounted in the office and the main recycling building. An eye wash station is available in the main recycling building. See Section 12 for additional emergency procedures. Additionally, an enclosed office and restroom facilities are located in the recycling center.

6 FACILITY EQUIPMENT

The facility equipment on the site includes:

- Eight balers,
- Two fork lifts,

- Skid steer,
- Backhoe,
- Semi-truck,
- Two pick-up trucks,
- Diesel box truck,
- Two 53-foot trailers,
- 48-foot trailer,
- 48-foot van trailer,
- Open top 30-foot trailer,
- Two flatbed 30-foot trailers with sides,
- Two stationary compactors,
- Two 40-cubic yard enclosed roll-off containers, and
- 40-cubic yard Class IV roll-off container (not currently onsite, will be brought in if needed for operations).

Additional equipment, tools and safety gear may also be on site as needed. The on-site equipment list may vary based on customer requirements, facility operations, or other internal requirements.

7 TRAFFIC CONTROL

Ingress and egress at the facility will be from the west and south via all-weather access roads from U.S. Highway 62 and State Highway 202 respectively. Once at the transfer station, drivers will be subject to the direction of Marion County Transfer Station personnel. If needed, an employee will be dispatched to direct incoming trucks or vehicles so that transfer operations may proceed in a safe and efficient manner.

8 LOADING OPERATIONS AND STORAGE AREAS

Incoming vehicles and trucks will be directed to the appropriate location on site to deposit refuse or recyclables. The following describes the loading operations and storage areas for refuse and recyclables brought to the facility.

8.1 REFUSE

Located on site and under roof are two waste compactors. Permitted citizens and customers that bring in refuse are responsible for unloading and depositing the refuse directly into the compactor. All refuse is compacted into the enclosed container and loaded into the enclosed container in a timely manner. Once the container has been filled, a truck from the off-site primary landfill swaps the loaded container for an empty container on site, and then hauls the loaded container to the designated landfill. Since the portion of the compactor where waste may be exposed is under a roof, exposure to storm water is a minimum. Any leachate from the compactors is collected through one of two drains and underground piping which deposits liquids into the septic and leachate holding tanks on the north side of the site. (Further discussion regarding on site wastewater is found in Section 16).

No putrescible waste will be stored outside of the facility building outside of loaded enclosed containers awaiting transfer. Any non-putrescible solid waste recovered for recycling will either be stored under roof or outside in appropriate containers. If stored outside, it will not remain for longer than 1-week unless containerized so that it will not come into contact with rainfall.

8.2 SOURCE SEPARATED RECYCLABLES

Permitted residents or commercial trucks bring in source separated recyclables and deposit the material in the appropriate area on site. Five buildings are located on the site pertaining to recycling including a recycling center and four storage buildings. Inside of the recycling center are balers where the source separated recyclables are baled. The baled recyclables will be stored in identified enclosed trailers on site or in designated areas in the storage buildings and maintained in a safe, sanitary and orderly manner. Additionally, there is an outdoor metals unloading area with scrap metal trailers.

8.3 CLASS 4 MATERIALS

Permitted residents or commercial trucks bring in Class 4 material that is source separated and deposit the material in area designated by site employees. Currently, the primary landfill destination of both the refuse and the Class 4 materials are the same and the landfill does not require separation of these materials. Therefore, the Class 4 materials may be combined with the refuse in the waste compactors. If the primary landfill destination changes or otherwise requires these materials to be separated, a designated roll-off container will be used to collect the material at the facility. Once the container has been filled, a truck from the primary landfill swaps the loaded container for an empty container on site, and then hauls the loaded container to the designated landfill.

9 LITTER CONTROL

The site manager will utilize the following procedures to ensure blowing litter is minimized:

1. All unloading and transfer operations will take place under a covered area or within a building.
2. Equipment operators will load trailers in a timely manner.
3. Trailers will be properly enclosed once filled.
4. The site supervisor or personnel will collect litter as required.

In the event of a significant wind event or other unusual weather conditions, the site supervisor or personnel will collect blowing litter within 48 hours or the shortest possible time.

10 VECTOR CONTROL AND FACILITY MAINTENANCE

The transfer station will be operated in a manner to prevent conditions favorable to rodents, insects, and other vectors. No unloading or refuse will be allowed outside of the building and all refuse will be loaded into designated enclosed containers in a timely manner. All waste will be

removed from around the compactors and the site each day and the floors will be washed down or cleaned as needed. All areas of the Marion County Transfer Station are readily accessible for general cleaning and the application of vector repellents if necessary.

11 WASTE ACCEPTANCE AND MONITORING PROCEDURES

11.1 ACCEPTABLE WASTE STREAMS

Waste streams accepted at the facility include the following:

Refuse accepted includes household, commercial, and industrial waste. No special wastes, industrial process waste, asbestos, or infections waste shall be accepted unless specifically approved by the ADEQ.

Source separated recyclables are recovered materials that were separated from the solid waste stream at the point of generation or at a solid waste materials recovery facility. The source separated recyclables does not require the various types of recovered materials to be separated from each other and recognizes *de minimis* solid waste, in accordance with industry standards and practices, may be included in the recovered materials.

Class 4 materials include nonhazardous, bulky, inert nonputrescible solid waste that do not decade or degrade very slowly. Examples include construction and demolition waste, appliances, furniture, stumps, limbs, and other bulky wastes not normally collected with other household, commercial, or industrial waste.

11.2 MONITORING PROCEDURES

The purpose of implementing monitoring procedures is to prevent prohibited wastes from entering the facility and ultimately the landfill.

The Marion County Transfer Station waste monitoring procedures include limiting access to the facility during its operational hours and requiring individuals to comply with the site's "pay as you throw" program. Access of individuals to the compactors is restricted to times when appropriate Marion County personnel are present. Additionally, a sign posted at the facility entrance with the hours of operation and a list of acceptable and unacceptable wastes so customers are aware of the acceptable and unacceptable wastes accepted at the facility.

Acceptable wastes include household, commercial, and industrial waste. No industrial process waste, asbestos, or infectious waste shall be accepted unless specifically approved by the ADEQ. Additionally, special waste is not accepted at the site, if special wastes are to be accepted for disposal at an approved landfill, adequate provision will be made for the proper separation, handling, storage, and transfer of this waste which would require a modification to this Plan of Operations.

The Marion County Transfer Station procedures for monitoring recyclables or Class 4 material include accepting only source separated recyclables or Class 4 material which are deposited into the respective area for processing. Incidental bags which transfer station personnel suspect of containing waste will be diverted into the waste compactor.

The supervisor will ensure all site personnel responsible for waste and recyclable monitoring have been instructed on proper procedures, and to recognize prohibited or dangerous wastes. If unacceptable wastes are detected, the applicable procedures outlined in Section 14 will be followed.

12 EMERGENCY RESPONSE

Facility personnel will be trained on the emergency procedures established for fire or other emergencies. Safety training will occur at meetings generally once per month.

In the event of a fire or other emergency, the site manager will contact the appropriate local and state authorities. The site manager will suspend all operations at the facility until such time that the emergency condition no longer exists. Phone lists with the appropriate emergency numbers will be posted in conspicuous locations at the site and all employees will be made aware of their locations. A list of the emergency telephone numbers is presented in Appendix A.

In the event of a small fire, site personnel should notify the fire department and then attempt to extinguish it using the fire extinguishers available at the site. However, if in the judgment of the personnel responding, the fire cannot be safely extinguished with on-site resources, the site supervisor will be notified and operations will be suspended. The Yellville Volunteer Fire and Rescue will be notified immediately, and if necessary, the building will be evacuated.

In addition to the fire extinguishers available at the site, an adequate supply of water will be supplied by the fire department to assist in firefighting if needed.

The Marion County Transfer Station was designed and is operated and maintained to protect the health and safety of personnel involved with the operations. Marion County Transfer Station personnel implement the use of personal safety equipment in accordance with applicable safety guidelines. Personal safety equipment (as applicable) is utilized by employees at the facility. In the event emergency medical treatment is required, a first aid kit is located in the office area.

In the event facility personnel are involved in an accident requiring medical attention, the employee will be stabilized and if deemed necessary, the employee will be immediately taken to the nearest emergency medical treatment center for examination or an emergency responder will be contacted.

13 WASTE AND RECYCLABLES DESTINATION

The primary destination for all waste transported from the transfer station will be dependent on the contracted hauler. Currently, the primary hauler is Progressive Waste Solutions (subsidiary of Waste Connections, Inc.) which utilizes the Cherokee Landfill near Cherokee Village,

Arkansas in Fulton County. Cherokee Landfill consists of a Class I and a Class IV landfill presently operating under permit numbers 0299-S1 and 0083-S4 respectively, both issued by the ADEQ.

Recyclables are taken to appropriate local end-user facilities by site personnel or picked up by appropriate local end-user facilities depending on the type of recyclables. End-user facilities may include, but are not limited to: Ore, Marck Industries, and Meyers Recycling.

14 CONTINGENCY PLAN

In the event the primary landfill is temporarily not accessible, an interim disposal facility will be determined and utilized. If transfer station operations are suspended for any reason, all waste will be diverted to the primary landfill via direct haul.

If unacceptable wastes are detected, the supervisor will direct the responsible individual to return the unacceptable waste to the generator or to an acceptable disposal facility (i.e. tires to a tire monofill, hazardous waste to a hazardous waste disposal facility, etc.). In the event of receiving hazardous materials that cannot be returned to the generator, the material will be segregated from other wastes and personnel. The Marion County Transfer Station owner and ADEQ will be notified for proper disposal procedures.

In the event a spill of any petroleum product, regulated Toxic Substances Control Act (TSCA) waste, or regulated hazardous waste occurs at the facility, the spill will be isolated and the Arkansas Department of Emergency Management will be contacted immediately at 1-800-322-4012. This contact number is staffed 24 hours every day. The ADEQ will also be called at 1-501-682-0716 for after hour emergencies. If a spill occurs that impacts off-site waterways the National Response Center will also be contacted at 1-800-424-8802. A full list of emergency contact numbers can be found in Appendix A.

Dust, noise, and odor are not expected to be present at the site at undesirable levels. However, for purposes of contingency planning, dust will be suppressed as needed with the use of water. Should undesirable levels of odor or noise be detected, the source will be identified and eliminated. This may be accomplished by implementing changes to operational procedures, use of odor masking products, or removal of the source from site.

In the event of on-site equipment failure, the necessary equipment will be transferred from the site to be repaired. Back up equipment may be brought to the site from the Marion County Roads Shop or rented from a vendor.

If waste acceptance is suspended, a “CLOSED” sign will be posted at the site entrance. During temporary closure, site access will be restricted to personnel appropriate to address the situation.

15 SITE SECURITY

The perimeter of the facility has security fencing and all access gates are locked whenever the facility is not staffed. Signs will be posted at all access gates indicating the public hours of operation and the types of solid waste accepted and not accepted at the transfer station.

16 WASTEWATER AND STORM WATER MANAGEMENT

Floors will be free from standing water. Drains are located under each of the compactors, two drains are located inside of the recycling center to collect wastewater on opposite sides of the building, and four outside drains collect storm water from the site. All of these drains are collected in underground piping and deposited into the underground septic / leachate holding tanks.

The three northern septic / leachate holding tanks are upgradient of the two southern septic / leachate tanks. The northern and southern tanks are connected via a gravity drained underground 6-inch diameter pipe. Electronic controls manage when the three northern tanks need to transfer liquid to the southern tanks. This pipe and control system was installed in late 2016 and early 2017. Liquid is held in the onsite tanks until pumped out by a third party for proper disposal and/or treatment.

Storm water on site generally drains from the northern central portion of the site towards the north, southwest, or southeast. This is generally towards the highways and the railroad tracks.

The facility holds a general National Pollutant Discharge Elimination System (NPDES) storm water permit through ADEQ Water Division under permit number ARR00B955.

17 CLOSURE PLAN

The Marion County Transfer Station will provide notification to the ADEQ in writing of closure of the facility 60 days prior to the proposed termination of the facility in accordance with Regulation 22.906(d)(2). Upon closure of the facility, the following closure measures shall be performed:

- All waste material located within the transfer station building will be placed in containers and transported to a properly permitted landfill within 10 days of ceasing operations.
- The facility and equipment shall be brought to a sanitary condition within 10 days of ceasing operations.
- The transfer station equipment and waste containers will be cleaned to remove all residual waste material.
- All facility surfaces having come in contact with source-separated organic waste or solid waste will also be cleaned.
- Cleaning of the facility, equipment, containers, machines, floors, and other facility surfaces will be completed using appropriate cleaners, detergents, or other industry approved methods as needed for the type of surface. Cleaner, detergents, or other

cleaning methods will be managed, used, and handled in a way that is consistent with the manufacturer's recommendations.

- Liquids generated during the closure and cleaning process will be collected and removed from the site for proper disposal and/or treatment. The facility's onsite underground tanks may be utilized for temporary holding of the leachate and other cleaning liquids prior to being hauled off by a third party.
- The facility's underground tanks will be emptied and the contents properly disposed and/or treated at the conclusion of closure activities.

All closure activities will be completed within 45 days of the termination date of facility operations unless otherwise approved by ADEQ.

A financial assurance in the amount required for a third party to complete the closure activities described above is provided in Appendix B. The facility Closure Plan will be updated annually and submitted to ADEQ in the annual report.

18 REPORTING AND RECORD KEEPING REQUIREMENTS

Administrative personnel will maintain written record of the volume and tonnage of solid waste received at the transfer station, its source, and its class. Records of the volume or tonnage of solid waste removed from the site and its final destination will be maintained at the transfer station's scale house. In accordance with Regulation 22.907(a) the following information will be maintained at the transfer station's scale house:

- Any required location restriction demonstrations;
- Approved closure plans;
- Any cost estimates and financial assurance documentation;
- Records of any periodic inspections.

The facility owner or operator shall prepare and file with the ADEQ annual reports by March 31 covering the period from the previous January through December on a form provided by or acceptable to ADEQ. Contents of the reports shall, at a minimum, include the following:

- Source, volume or weight, and class of solid waste received at the facility;
- The volume or weight and type of recyclables recovered, if any;
- The volume or weight of solid waste removed from the facility and the disposal location; and
- The annual update to the Closure Plan.

APPENDIX A

EMERGENCY RESPONSE LIST

EMERGENCY RESPONSE LIST

Fire

Yellville Volunteer Fire and Rescue.....**911** or (870) 449-5184

Medical

Baxter Regional Medical Center – Emergency **911**
Baxter Regional Medical Center – Non-Emergency .....(870) 508-1000
Baxter Regional Medical Center – Ambulance Service .....(870) 508-1121

North Arkansas Regional Medical Center in Harrison 870-414-4000

Police

Marion County Sherriff Office .....**911** or (870) 449-4236

Arkansas Department of Environmental Quality

ADEQ – after-hours emergency .....(501) 682-0716
Solid Waste Management Division .....(501) 682-0600

24-hour Spill Response

Arkansas Department of Emergency Management .....(800) 322-4012

If a spill occurs that impacts off-site waterways the National Response Center will also be contacted.

National Response Center.....(800) 424-8802

APPENDIX B

FINANCIAL ASSURANCE DOCUMENTATION

AFIN: 45-00015
PMT#: 0008-STSW-A REC'D SCAN

JUL 21 2016

DOC ID#: 70006
TO: SSzyde SWMD

Bryan Jefferson

FIRST SERVICE BANK
Loan Officer
NMLS 416212
P.O.Box 966
Yellville, AR. 72687
(870) 449-7300 office
(870) 449-7301 fax
(870) 404-9472 cell

June 1, 2016

Becky W. Keogh, Director
Arkansas Department of Environmental Quality
5301 Northshore Drive
North Little Rock, AR 72118-5317

Dear Mrs. Keogh:

Please find attached an original Irrevocable Standby Letter of Credit to satisfy financial assurance requirements for the Marion County Transfer Station. In accordance with Regulation 22.1405 (c), this letter accompanies the letter of credit and presents the following information:

1. Issuing Institution:
Name: First Service Bank
Address: P.O. Box 966, Yellville, Ar. 72687
Contact Person/Title: Bryan Jefferson, Loan Officer
Contact Phone Number: 870-449-7300
Letter of Credit Number: 139
Letter of Credit Effective Date: July 6, 2016
Amount of Funds secured by this Letter of Credit: $5,500.00

2. Solid Waste Facility(ies) covered by this Letter of Credit:
Name: Marion County Transfer Station
Address: 1825 Highway 62 West, Yellville, AR 72687
Contact Person/Title: Terry Ott, Marion County Judge
Contact Phone Number: 870-449-6231
Permit Number: 0008-STSW-A
AFIN: 45-00015
Closure Cost Estimate: $5,500
Post Closure Cost Estimate: N/A

Corrective Action (if required): N/A

Should you have any questions, please advise.

Sincerely,



IRREVOCABLE STANDBY LETTER OF CREDIT

Teresa Marks, Director
Arkansas Department of Environmental Quality

Dear Sir or Madam:

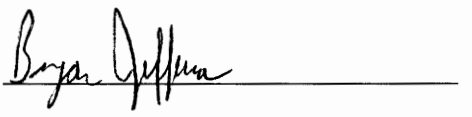
We hereby establish our Irrevocable Standby Letter of Credit No.139 in your favor, at the request and for the account of Marion County Transfer Station 105 N. Berry Street, Yellville, Arkansas 72687 up to the aggregate amount of $5,500 (Five Thousand Five Hundred Dollars U.S. dollars) $5,500, available upon presentation of

(1) Your sight draft, bearing reference to this letter of credit No. 139, and

(2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Arkansas Solid Waste Management Act (Act 237 of 1971 as amended)."

This letter of credit is effective as of July 14th, 2016 and shall expire on July 14th, 2017, but such expiration date shall be automatically extended for a period of one year on July 14th, 2017 and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and Marion County Transfer Station by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and Marion County Transfer Station, as shown on the signed return receipts.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall forfeit the amount of the draft to the Arkansas Department of Environmental Quality in accordance with your instructions.

Issuing Bank or Institution:	First Service Bank 425 Highway 62/412 East Yellville, Arkansas 72687
Effective Date:	July 14th, 2016
Name of Officer:	Bryan Jefferson
Title:	Loan Officer
Signature:	

FINANCIAL ASSURANCE CHECKLIST
Letter of Credit

Company Name:_____ Permit No.:_____

YES	NO	QUESTION
☐	☐	Is the issuing institution an entity which has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a Federal or State agency? [Reg.22.1405 (c)(1)]
☐	☐	Has the owner or operator submitted a letter referring to the letter of credit by number, issuing institution, and date, and providing the following information: name, and address of the facility, and the amount of funds assured? [Reg.22.1405 (c)(2)]
☐	☐	Is the letter of credit irrevocable and issued for a period of at least one year in an amount at least equal to the current cost estimate for closure, post-closure care or corrective action? [Reg.22.1405 (c)(3)]
☐	☐	Does the letter of credit provide that the expiration date will be automatically extended for a period of at least one year unless the issuing institution has canceled the letter of credit by sending notice of cancellation by certified mail to the owner and operator and to the Director one hundred twenty (12) days in advance of cancellation? [Reg.22.1405 (c)(3)]
☐	☐	Has the owner or operator provided the original letter of credit and company letterhead to the Director for approval? [Reg.22.1405 (c)(2)]
☐	☐	Has the letter of credit been executed on forms developed and provided by the Department? [Reg.22.1405]
☐	☐	Has the owner or operator provided the initial and updated cost estimates for closure and post-closure care to the Director? [Reg.22.1405 (a) and Reg.22.1405 (b)]

Comments: _____

_____

Reviewed by: _____

Date: _____

Letter of Credit Renewal
Closed End Multi-Advance

FIRST SERVICE BANK

425 Highway 62/412 East Yellville, AR 72687
Phone number: (870) 449-7300

LOAN NUMBER	NOTE DATE	PRINCIPAL AMOUNT	MATURITY DATE	OFFICER	TRANSACTION KEY
3000816	July 14, 2016	$5,500.00	July 14, 2017	036	1020

LOAN PURPOSE: Increase Principal, and change dates on Letter of Credit for Arkansas Dept of Environmental Quality (ADEQ)

This is a renewal of letter of credit #137 with Letter of Credit #139

LOAN NUMBER	LOAN DATE	LOAN BALANCE
3000816	07/27/2011	$5,000.00

BORROWER INFORMATION

Marion County Transfer Station
105 N Berry Street
Yellville, AR 72687

NOTE. This Commercial Promissory Note will be referred to in this document as the "Note."

LENDER. "Lender" means First Service Bank, Yellville whose address is 425 Highway 62/412 East, Yellville, Arkansas 72687 , its successors and assigns.

BORROWER. "Borrower" means each person or legal entity who signs this Note.

PROMISE TO PAY. For value received, receipt of which is hereby acknowledged, on demand by Lender, or if no demand is made, on or before the Maturity Date, the Borrower promises to pay the principal amount of Five Thousand Five Hundred and 00/100 Dollars ($5,500.00) or such lesser amount as shall have been advanced by Lender, from time to time, to or on behalf of Borrower under the terms of this Note, and all interest on the outstanding principal balance and any other charges, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

PAYMENT SCHEDULE. All unpaid principal, accrued and unpaid interest and any outstanding charges shall be due in a single payment on the Maturity Date unless demanded earlier.

INTEREST RATE AND SCHEDULED PAYMENT CHANGES. Interest will begin to accrue on the date of this Note. The interest rate on this Note will be fixed at 6.000% per annum.

Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law. If, however, from any circumstances, Borrower pays interest at a greater rate than the maximum allowed by law, the obligation to be fulfilled will be reduced to an amount computed at the highest rate of interest permissible under applicable law and if, for any reason whatsoever, Lender ever receives interest in an amount which would be deemed unlawful under applicable law, such interest shall be automatically applied to amounts owed, in Lender's sole discretion, or as otherwise allowed by applicable law. Interest on this Note is calculated on an **Actual/360** day basis. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

LATE PAYMENT CHARGE. If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of 10.000% of the amount of the regularly scheduled payment then past due, subject to a minimum charge of $25.00.

PREPAYMENT PENALTY. This Note is subject to a prepayment penalty. Payment of all unpaid principal, accrued and unpaid interest and all other fees then outstanding prior to the Maturity Date will result in a penalty that shall be equal to: 4% in the first year and 2% at any time after the first year. This time frame starts over at any Renewal or Modification date as well. This penalty applies on any payment amount in excess of the periodic payments and total payoffs before maturity.

ADVANCES. The Borrower and Lender agree that the Borrower may borrow up to the maximum amount of principal only one time. Advances by Lender under this Note are discretionary and the Lender may, in its sole discretion, refuse to make advances. Without limiting the foregoing, Principal advances will not be made to the Borrower if any of the following conditions exist:

- The maximum amount on this Note has been reached or is outstanding.
- Borrower has breached any of the terms, provisions, representations, requirements or promises contained in this Note or any other agreement.
- Borrower makes a request for an advance after the Maturity Date.
- The Note or any other agreement relating to the extension of credit is in default.
- The Lender has deemed itself insecure or there has been a material adverse change of conditions.
- The Lender is precluded by law from making the advance.

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Advances under this Note may only be requested in writing by the Borrower or by an authorized person.

The total of any advance requested and unpaid principal cannot exceed the available principal amount. The available principal amount refers to the principal amount minus the aggregate amount of outstanding advances.

All advances will be charged to a loan account in Borrower's name on Lender's books, and the Lender shall debit in such account the amount of each advance made to, and credit to such account the amount of each repayment made by Borrower.

The initial advance will be in the amount of $5,500.00.

RIGHT OF SET-OFF. To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Lender to Borrower including any or all of Borrower's accounts with Lender. This shall include all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against anyone else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Lender will not be liable for the dishonor of any check when the dishonor occurs because Lender set-off a debt against Borrower's account. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

PAYABLE ON DEMAND. This is a demand note. Payment is due upon the earlier to occur of (a) Lender's demand or (b) the Maturity Date.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments and any other documents or agreements executed in connection with this Note whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

DEFAULT. Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents executed in connection with this Note; (c) any default by Borrower under the terms of any Related Documents in favor of Lender; (d) the death, dissolution, or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

GENERAL WAIVERS. To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Borrower executing this Note is jointly and severally bound.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

SURVIVAL. The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns and successors of Borrower.

ASSIGNABILITY. Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder without the express written consent of the Lender.

ORAL AGREEMENTS DISCLAIMER. This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

GOVERNING LAW. This Note is governed by the laws of the state of Arkansas except to the extent that federal law controls.

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HEADING AND GENDER. The headings preceding text in this Note are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

ATTORNEYS' FEES AND OTHER COSTS. Borrower agrees to pay all of Lender's costs and expenses in connection with the enforcement of this Note including, without limitation, reasonable attorneys' fees, to the extent permitted by law.

RATIFICATION AND CONTINUED VALIDITY. Except for the terms expressly modified by this Note, the undersigned Borrowers hereby acknowledge they are still bound by the terms of the instruments and prior modifications, extensions and supplements evidencing the existing debt as if they were fully set forth and repeated in this Note and that those terms will continue to bind the Borrowers as provided in this Note and those instruments. Consent to this Note does not waive the right to strictly enforce any rights under this Note or the instruments evidencing the existing debt. Consent to this Note does not require the Borrowers to enter into another Note like this one in the future. The Borrowers and Lender agree that this Note shall not be construed as a novation or extinguishment of the existing debt, but a restatement of the existing debt with modifications.

By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt hereof.

Marion County Transfer Station

Terry C. Ott 7/14/2016

By: Terry C Ott Date

Its: Marion County Judge

LENDER: First Service Bank, Yellville

Bryan Jefferson 7/14/16

By: Bryan Jefferson Date

Its: Loan Officer

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COMMERCIAL LOAN SETTLEMENT STATEMENT

FIRST SERVICE BANK

425 Highway 62/412 East Yellville, AR 72687
Phone number: (870) 449-7300

LOAN NUMBER	AGREEMENT DATE	OFFICER
3000816	July 14, 2016	036

BORROWER INFORMATION

Marion County Transfer Station
105 N Berry Street
Yellville, AR 72687

BORROWER. The term "Borrower" refers to the Borrowers identified above.

LENDER. "Lender" is First Service Bank, Yellville whose address is 425 Highway 62/412 East, Yellville, Arkansas 72687

DISTRIBUTION OF LOAN PROCEEDS	
AMOUNT GIVEN DIRECTLY TO BORROWER	$0.00
AMOUNTS PAID TO OTHERS ON BORROWERS BEHALF	
Additional added to Draw Line	$500.00
Renewal of 3000816	$5,000.00
TOTAL LOAN AMOUNT	$5,500.00
SUMMARY OF LOAN-RELATED CHARGES - PAID OUTSIDE OF CLOSING	
TOTAL CHARGES PAID OUTSIDE OF CLOSING	$0.00

By signing this Settlement Statement, each Borrower acknowledges reading, understanding and receiving a copy of a completed copy of this statement.

Marion County Transfer Station

Terry C. Ott 7/14/2016

By: Terry C Ott Date
Its: Marion County Judge

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Commercial Loan Settlement Statement - DL4033

www.compliancesystems.com

LETTER OF CREDIT
APPLICATION AND AGREEMENT



425 Highway 62/412 East Yellville, AR 72687
Phone number: (870) 449-7300

LOAN NUMBER	APPLICATION DATE	OPENING DATE	EXPIRATION DATE
3000816	July 14, 2016	July 14, 2016	July 14, 2017
LETTER OF CREDIT NUMBER	**PLACE OF APPLICATION**	**RENEWAL NUMBER**	**OFFICER**
139	Yellville, Arkansas	3000816	036

APPLICANT INFORMATION

Marion County Transfer Station
105 N Berry Street
Yellville, AR 72687

ISSUING BANK INFORMATION

First Service Bank, Yellville
425 Highway 62/412 East
Yellville, AR 72687

BENEFICIARY INFORMATION

Arkansas Department of Environmental Quality (ADEQ)
5301 Northshore
Little Rock, AR 72118

Representative Name: Susan Speake
Representative Title: Programs Branch
Phone: (501)682-0594

CONFIRMING BANK INFORMATION

First Service Bank
425 Highway 62/412 East
Yellville, AR 72687

Representative Name: Bryan Jefferson
Representative Title: Loan Officer
Phone: (870)449-7300
Fax: (870)449-7301
E-Mail: bryan.jefferson@firstservicebank.com

LETTER OF CREDIT AND CREDIT AMOUNT. Borrower hereby requests above "Lender" (hereinafter referred to as "Issuer") to issue a(n) Irrevocable Letter of Credit up to an aggregate amount of Five Thousand Five Hundred and 00/100 Dollars ($5,500.00) in favor of Arkansas Department of Environmental Quality (ADEQ).

The Letter of Credit will be confirmed by First Service Bank. "Credit" means any arrangement, however named or described, that constitutes an undertaking by an issuing bank to honor a complying presentation.

AVAILABLE CREDIT. Payment to the Beneficiary will be made upon presentation of a sight draft acceptable to Issuer, drawn on First Service Bank, Yellville and accompanied by documents specified below.

REPAYMENT OF DRAWS. Applicant will pay Issuer on demand in same-day funds the amount of each draft or payment drawn under the Credit, whether drawn before, on or, if in accordance with the law applicable to the Credit, after the expiry date. The Applicant will also pay any interest, on all amounts remaining unpaid from time to time from the date of payment of any draft, as set forth in this Agreement.

Applicant will also pay commission and fees as specified below and any other expense that may be incurred in relation to this Letter of Credit Agreement. Applicant will pay Issuer at its office at the address noted above or at such other place as Issuer may designate in writing. The Applicant will make all payments in lawful money of the United States of America.

COMMISSION AND FEES. Applicant will be charged a fee of 2% of total letter of credit amount.

TRANSFER OF CREDIT. This Credit is not transferable. Any successor or assignee of the Beneficiary will not constitute a transferee of Credit.

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Letter of Credit - Application and Agreement DL4014

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OBLIGATION AND PROPERTY. As used herein, the word "Obligations" means Applicant obligations to Issuer now or hereafter existing under this Agreement or otherwise, and the word "Property" includes inventory, equipment, farm products, and other goods, documents of title, policies and certificates of insurance, securities and other instruments, chattel paper, accounts, general intangibles, and any and all other types of property, together with all proceeds and products thereof, all of Applicant's rights thereto and all documents relative thereto.

SECURITY. As collateral for the payment of any and all Obligations, Applicant hereby recognizes and admits Issuer's ownership in and unqualified right to the possession and disposal of, and hereby grants to Issuer a security interest in, (i) any and all documents of title, policies or certificates of insurance, and other documents accompanying or relative to drafts drawn under the Credit, and any and all other goods shipped under or in connection with the Credit or in any way relative thereto or to any of the drafts drawn hereunder (whether or not such documents or goods are released to or upon Applicant's order in trust or otherwise) and (ii) any and all proceeds and products of the foregoing. Also to secure the payment of any and all Obligations, Issuer shall be subrogated to Applicant's rights in respect of any transaction to which the Credit relates.

ADDITIONAL COLLATERAL. If at any time and from time to time Issuer requires collateral (or additional collateral), Borrower will, on demand, assign and deliver to Issuer as security for any and all Obligations collateral of a type and value satisfactory to Issuer or make such cash payment as Issuer may require.

WAIVER OF LIABILITY. Any action, inaction, or omission taken or suffered by Issuer, or by any of Issuer's correspondents, under or in connection with the Credit or any relative drafts, documents, or property, if in good faith and in conformity with foreign or US laws, regulations, or customs applicable thereto, shall be binding upon Applicant and shall not place Issuer or any of Issuer's correspondents under any resulting liability to Applicant. Without limiting the generality of the foregoing, Issuer and Issuer correspondents, may (a) act in reliance upon any oral, telephonic, telegraphic, electronic, or written request or notice believed in good faith to have been authorized by Applicant, whether or not given or signed by an authorized person, and (b) receive, accept, or pay as complying with the terms of the Credit any drafts or other documents, otherwise in order, which may be signed by, or issued to, the administrator or executor of, or the trustee in bankruptcy of, or the receiver for any of the property of, or any other person or entity acting as the representative or in the place of the party in whose name the Credit provides that any drafts or other documents should be drawn or issued.

TAXES. Any or all payments made to Issuer hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges, withholdings, and all liabilities with respect thereto, excluding taxes imposed on net income and all income and franchise taxes of the US and any political subdivisions thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings, and liabilities being hereinafter called "Taxes"). If Applicant shall be required by law to deduct any taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this section. Issuer shall receive an amount equal to the sum Issuer would have received had no such deductions been made, (ii) Applicant shall make such deductions, and (iii) Applicant shall pay the full amount deducted to the relevant taxing authority or other authority in accordance with applicable law. Applicant will indemnify Issuer for the full amount of taxes (including, without limitation, any taxes imposed by any jurisdiction on amounts payable under this section paid by Issuer in any liability (including penalties, interest, and expenses) arising there from or with respect thereto, whether or not such taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date Issuer makes written demand thereof. Within 30 days after the date of any payment of Taxes, Applicant will furnish to Issuer the original or certified copy of a receipt evidencing payment thereof.

DEFAULT. Upon the occurrence of any one of the following events of default, Issuer, at its option, may declare the amount of the Credit, as well as any other fees owing, immediately due and payable: (a) the nonpayment of any of the Obligations of the Applicant to Issuer under this Credit; (b) the failure of the Applicant to perform or observe any other term or covenant under this Credit or any related agreement; (c) the death, dissolution or termination of existence of Applicant; (d) the commencement of any proceeding under bankruptcy or insolvency laws by or against Applicant or the appointment of a receiver; (e) any writ of attachment, garnishment, execution, tax lien or similar instruments is issued against any of Applicant's property; (f) Applicant's business is sold to or merged with any other business, individual or entity; (g) Issuer, in good faith, believes Applicant's ability to repay its obligations under this Credit, or Issuer's ability to collect on any collateral, is or soon will be impaired, time being of the very essence.

REMEDIES. If any Event of Default shall have occurred and be continuing, Issuer may exercise in respect of the Property subject to any of the security interests granted under or contemplated by this Agreement all the rights and remedies of a secured party on default under the applicable Uniform Commercial Code or any other applicable law and also may, without notice except as specified below, sell such Property or any part thereof, in one or more parcels at public or private sale, at any of Issuer's offices or elsewhere, for cash, on credit, or for future delivery, and upon such other terms as Issuer may deem commercially reasonable. To the extent notice of sale of such Property shall be required by law, reasonable notification shall include, but not be limited to, written notice mailed or delivered to Applicant at the address specified above at least five business days prior to the date of public sale or prior to the date after which private sale is to be made. Applicant will pay to Issuer on demand all costs and expenses (including, without limitation, reasonable attorneys' fees and legal expenses) related or incidental to the custody, preservation, or sale of, or collection from, or other realization upon, any of such Property or related or incidental to the establishment, preservation, or enforcement of Issuer's rights in respect of any such Property. In the event of sale of, collection from, or other realization upon all or any part of such Property, Issuer may, in its discretion, hold the proceeds thereof as additional collateral hereunder or then or at any time thereafter apply the proceeds thereof to the payment of such of the costs and expenses referred to above and such of the Obligations, whether or not then due, as Issuer may determine, any surplus to be paid over to Applicant or to whomever may be lawfully entitled to receive such surplus.

TITLE AND PERFECTION. Issuer is hereby authorized, at Issuer's option at any time and with or without notice to Applicant, to transfer to or register in the name of any of Issuer's nominees, all or any part of the Property subject to any of the security interests granted under, or contemplated by, this Agreement. Issuer is also authorized, at Issuer's option, to file financing statements without Applicant's signature with

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respect to all or any part of such Property. Applicant will pay the cost of any such filing and, upon Issuer's request, sign such instruments, documents, or other papers, and take such other action, as Issuer may require to perfect such security interests.

INDEMNITY. Applicant will indemnify Issuer from and against (a) all loss or damage to Issuer arising out of Issuer's granting of, or any other action taken by Issuer in connection with, the Credit other than loss or damage resulting from Issuer's gross negligence or willful misconduct, and (b) all costs and expenses (including attorneys' fees and legal expenses) of all claims or legal proceedings arising out of Issuer's granting of the Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of Issuer's rights hereunder, including, without limitation, legal proceedings relating to any court order, injunction, or other process or decree restraining or seeking to restrain Issuer from paying any amount under the Credit.

RIGHT OF SETOFF. Upon the occurrence and during the continuance of any Event of Default Issuer is hereby authorized to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by Issuer to or for Applicant's credit or account against any and all of the Obligations, irrespective of whether or not Issuer shall have made any demand under this Agreement and although such deposits, indebtedness, or Obligations may not have matured or are contingent. Issuer's rights under this section are in addition to other rights and remedies (including, without limitation, other rights of setoff), which Issuer may have.

CONTINUING AGREEMENT. This Agreement shall be binding upon Applicant, its successors and assigns, and shall inure to the benefit of the Issuer, its successors, transferees, and assigns.

USURY. No provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate permitted by the applicable law.

WRITTEN WAIVER AND MODIFICATION. None of the terms of this Agreement may be waived or amended except as Issuer may consent thereto in writing.

GOVERNING LAW. The Uniform Customs and Practice for Documentary Credits (hereinafter called the "UCP") as most recently published by the International Chamber of Commerce (ICC) shall in all respects be deemed a part hereof as fully as if incorporated herein and shall apply to the Credit. This Agreement shall be governed by and construed in accordance with the laws of the state of Arkansas, United States of America, except to the extent such laws are inconsistent with the UCP.

COMPLIANCE WITH APPLICABLE LAW. Applicant will comply with all foreign and US law, rules, and regulations (including exchange control regulations) now or hereafter applicable to the transaction related to the Credit or applicable to the execution, delivery, and Applicant's performance of this Agreement.

RELATED DOCUMENTS. The words "Related Documents" mean all documents, promissory notes, security agreements, leases, mortgages, deeds of trust, deeds to secure debt, construction loan agreements, assignments of leases and rents, guaranties, pledges, and all other documents or agreements executed in connection with this Agreement. This includes both documents existing at the time of execution of this Agreement and documents executed after the date of this Agreement.

INTEGRATION AND AMENDMENT. This Agreement and other written agreements among the signers to this Agreement, including but not limited to the Related Documents, are the entire agreement of the signers of the Agreement and will be interpreted as a group, one with the others. None of the signers of the Agreement will be bound by anything not expressed in writing, and this Agreement cannot be modified except by a writing executed by those signers to the Agreement burdened by the modification.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Applicant agrees to all of the provisions hereof and signifies assent thereto by the signature below.

IN WITNESS HEREOF, the Applicant has executed this Application and Agreement on the date and year shown below.

Marion County Transfer Station

Terry C. Ott 7/14/2016

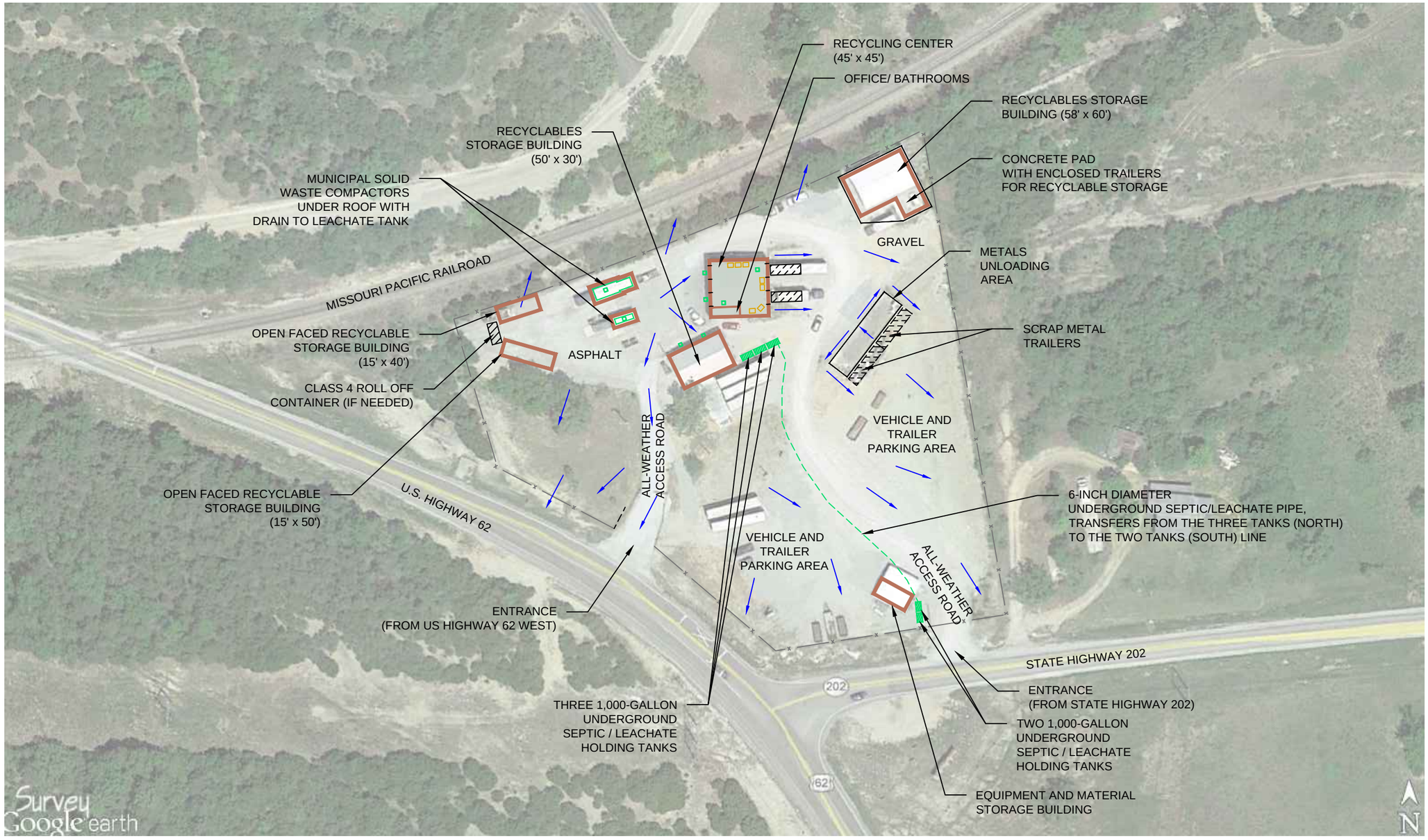
By: Terry C Ott Date

Its: Marion County Judge

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APPENDIX C

FIGURE



NOTES:

1. IMAGE FROM GOOGLE EARTH DATED MAY 4, 2014.
2. SCALE IS APPROXIMATE BASED ON GOOGLE EARTH AERIAL PHOTO AND SITE INFORMATION. BUILDING DIMENSIONS LISTED ARE APPROXIMATE
3. LOCATIONS OF DRAINS, SEPTIC / LEACHATE HOLDING TANKS, AND PIPES ARE APPROXIMATE BASED ON SITE INFORMATION.
4. PROPERTY BOUNDARY/FENCE ARE APPROXIMATE.
5. FLOW LINES ARE APPROXIMATE.

LEGEND:

- PROPERTY BOUNDARY/FENCE
- BUILDINGS AND STRUCTURES
- CONTAINERS / TRAILERS
- COMPACTORS
- BALERS
- SEPTIC / LEACHATE HOLDING TANK (UNDERGROUND)
- DRAIN TO SEPTIC / LEACHATE HOLDING TANKS
- UNDERGROUND PIPE TO SEPTIC / LEACHATE TANKS
- STORM WATER FLOW ARROW

100 0 100 200
SCALE FEET

REV.	DATE	CK. BY
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-

SHEET TITLE: **SITE LAYOUT**

PROJECT TITLE: **PLAN OF OPERATIONS**

CLIENT
MARION COUNTY
MARION COUNTY TRANSFER STATION
1825 US HIGHWAY 62 W, YELLVILLE, ARKANSAS

SCS ENGINEERS
7311 W. 130th St, Ste. 100
Overland Park, Kansas 66213
PH. (913) 681-0030 FAX. (913) 681-0012

PROJ. MGR.	DWN. BY:	QA/QC BY:	PROJ. MGR
27217017.00	RDT	FEC	RDT
DSN. BY: RDT			

CADD FILE: SITE LAYOUT.DWG

DATE: 4/25/17

DRAWING NO. **1** of 1

T:\27217017.00\Operations Plan 2017-02\App C - Figure\Site Layout.dwg Apr 25, 2017 - 12:53pm Layout Name: 11x17 By: 3789rdt