Blue, Karen

From: Bennett, Richard
Sent: Thursday, June 25, 2020 4:23 PM
To: Blue, Karen
Subject: FW: Sevier County Class 4 LF 2019 AEIR - Permit 0288-S4-R1, AFIN 67-00024
Attachments: Sevier County Class 4 AEIR 2019.pdf

From: Carpenter, Owen [mailto:Owen.Carpenter@terracon.com]
Sent: Thursday, June 25, 2020 4:21 PM
To: Bennett, Richard; Cusher, Annette
Cc: Judge Ray (greg.ray@sevco.ar.gov); Sandra Dunn; Bardella, Tony L
Subject: Sevier County Class 4 LF 2019 AEIR - Permit 0288-S4-R1, AFIN 67-00024

Good afternoon Mr. Bennett,

Attached is the calendar year 2019 AEIR for the Sevier County Class 4 Landfill. If you have any questions or need any additional information, please contact Tony Bardella or me. Thank you for your consideration in this matter.

Best regards,
Owen

F. Owen Carpenter, P.E., P.G.
Environmental Dept. I Solid Waste Services
Terracon Consultants, Inc.
25809 I-30 South I Bryant, Arkansas 72022
P (501) 847 9292 I F (501) 847 9210
D (501) 943 1020 I C (501) 622 0887
owen.carpenter@terracon.com I www.terracon.com

Rec'd Digitally
AFIN: 67-00024
PMT#: 0288-S4-R1
RECEIVED
By Karen Blue at 4:25 pm, Jun 25, 2020
DOC ID#: 78449
TO: AC>FILE <KMB
S W M D

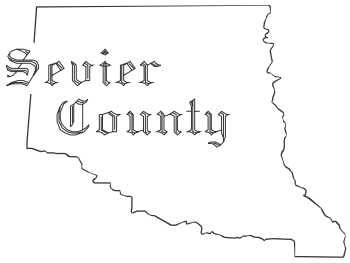
Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

Private and confidential as detailed here (www.terracon.com/disclaimer). If you cannot access the hyperlink, please e-mail sender.

2019 Annual Engineering Inspection Report

Sevier County Class 4 Landfill
Permit No. 0288-S4-R1
AFIN: 67-00024

June 25, 2020
Project No. 35197347



Prepared for:
Sevier County
Attn: Judge Greg Ray
115 North Third #101
De Queen, Arkansas 71832

Prepared by:
Terracon Consultants, Inc.
25809 Interstate 30 South
Bryant, Arkansas 72022
(501) 847-9292

TABLE OF CONTENTS

ADEQ ANNUAL ENGINEERING INSPECTION REPORT FORM..... 1

LIST OF ATTACHMENTS

ATTACHMENT A PHOTOGRAPHIC LOG
ATTACHMENT B UPDATED DRAWINGS
ATTACHMENT C LEACHATE ANALYTICAL REPORT
ATTACHMENT D UPDATED FINANCIAL ASSURANCE

ANNUAL ENGINEERING INSPECTION REPORT (AEIR) FORM Reporting Year: 2019

Note: Check applicable landfill class. **Class 1 (Reg 22.423(b))** ____ , **Class 3 (22.522(a))** ____ , **Class 4 (22.619(b))** X

Facility Name: Sevier County Class 4 Landfill AFIN: 67-00024 Permit #: 0288-S4-R1 Landfill Class: 4

Report Submittal Date: June 25, 2020 Date of Landfill Site Inspection by Certifying Engineer: December 16, 2019

Complete the form as indicated
Instructions are bolded and italicized.

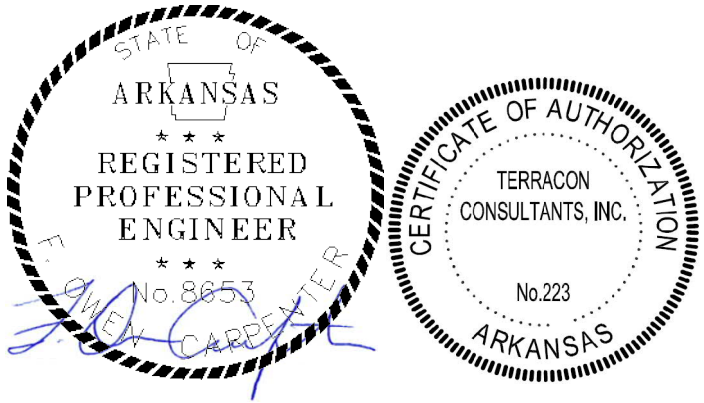
COLUMN TO BE COMPLETED BY REPORTER

Item	Regulation Reference	Item Description	Report Information/Comments/Remarks	Attachment Reference
1	22.423(b)(1) 22.522(a)(1) 22.619(b)(1)	Remaining volume in current cell.	a) 24,554 cubic yards	
		Projected date of opening new cell.	b) Date: 2025	
2	22.423(b)(2) 22.522(a)(2) 22.619(b)(2)	Remaining volume of all permitted units.	a) 49,329 cubic yards *(Note: Total is currently based on permitted capacity.)*	
		Total air space used during the reporting period.	b) 4299 cubic yards *(Note: The volume taken from an 8 month period between surveys was extrapolated to a 12 month period.)*	
		Estimated remaining site life (years) based on utilization rate during the reporting period. ***Note: Itemize current permitted unit/cell information - use attachment if necessary.***	c) Landfill Unit/Cell remaining life: Landfill unit/cell Areas B, C ,and D , 5.7 years. Landfill unit/cell _____ , _____ years. Landfill unit/cell _____ , _____ years. d) Entire permitted landfill: 11.5 years remaining life.	
3	22.423(b)(3) 22.522(a)(3) 22.619(b)(3)	Documentation of fill progression in compliance with permit plans, specs and operating plan and narrative. ***Note: Provide narrative regarding fill progression during the reporting period. Be specific about landfill unit/cell designations (example: Cell 1, Phase A completely filled; Cell 2, Phase A, 50% full, being filled south to north as of December 31). Specifically note any overfill conditions.***	a) Progression narrative: The Landfill is approximately 74% full. The current landfill fill progression is generally from the east to the west in the current prepared area C. The Landfill is being filled to the maximum capacity that can be reached without affecting the efficiency of waste placement.	
4	22.423(b)(4) 22.522(a)(4) 22.619(b)(4)	Documentation of compliance with regulatory operating requirements, permit conditions, approved operating plan, and other applicable regulations. ***Note: Review current operating plans, and permit conditions. Include photographs of engineer's***	a) Weekly/monthly operational logs exist (Y/N)? Y b) Photos of AEIR inspection attached (Y/N)? Y c) Waste volume in and out records exist (Y/N)? Y d) Unauthorized waste forms exist (Y/N)? Y e) Daily/weekly cover adequate at time of inspection (Y/N)? Y	**A**

		inspection as Attachment A. Check for weekly/monthly operational logs, waste volume records in and out of landfill, unauthorized waste form sheets, waste cover maintenance, stormwater reports to ADEQ, and wet weather repair information.	f) Alternative Daily Cover (ADC) Plan located onsite (Y/N)? N/A Operations in compliance with ADC Plan (Y/N)? N/A g) Liquid Waste Management (LWM) Plan located onsite (Y/N)? N/A Operations in compliance with LWM Plan (Y/N)? ___ h) Liquids received to be bulked during reporting period: 0 gallons _____ tons i) Waste cover of inactive areas maintained adequately (Y/N)? Y j) Net amount of waste disposed in landfill during reporting period: 10,574 (uncompacted) cubic yards _____ tons k) Leachate head level less than 1' on liner at time of inspection (Y/N)?N/A	
5	22.423(b)(5) 22.522(a)(5) 22.619(b)(5)	Updated contour map that depicts: ***Note: Provide updated drawing(s) and final cover permit drawing as Attachment B – discuss any discrepancies. Max. contour interval = 2 feet)***	a) Updated contour drawing attached (Y/N)? Y b) Final cover permit drawing attached (Y/N)? Y c) ***List all discrepancies here:*** N/A d) Is there an overfill condition (Y/N)? Y *(Note: The site is working to have the areas of overfill corrected by the report submittal.)*	**B**
		(i) horizontal and vertical extent of active and inactive fill areas;		
		(ii) status of all permitted units/cells; ***(Note: Label all active (working face, bulking area, stockpiles), inactive, closed and interim cover areas)***.	a) Currently, does the facility have sufficient on-site quantities and types of soils for liner and cover construction of permitted units/cells (Y/N)? Y b) If not, where will deficiency shortfalls be obtained (be specific)? _____ _____ c) Is the current Design Narrative earthwork balance accurate (Y/N)? Y	
		(iii) survey grid (required by 22.426); ***Note: Include benchmarks and horizontal controls***		
		(iv) location of other visible surface features or improvements (e.g., roads, buildings, gas control systems, etc.); ***Note: Include leachate risers, manholes, monitoring wells, gas wells, etc.***		
		(v) the person responsible for gathering the survey data and the date survey data was taken to prepare the map. *Reminder: Reporting period is calendar year. Survey data should be collected to reflect the AEIR reporting period.*	a) Name: Evan G. Black, P.L.S. b) Name of person using the data to produce contour map: Kyle Jackson c) Date survey data was collected: January 21, 2020	
6	22.423(b)(6) 22.522(a)(6) 22.619(b)(6)	Quantity, location, and characteristics of leachate collected, recirculated, and disposed. ***Note: Provide analytical report as Attachment C. Provide brief narrative on this form in space provided about leachate sources, how leachate is collected, measured and disposed. Also, explain how the***	a) Leachate Collected: N/A gallons b) Leachate Disposed: N/A gallons c) Leachate Recirculated: N/A gallons d) Leachate Recirculation Plan exists (Y/N)? N/A ADEQ approval Doc # _____ e) Leachate operating records exist (Y/N)? N/A	**C**

		leachate head on the landfill liner is monitored and measured.	f) Leachate analytical report attached (Y/N)? N/A g) Leachate narrative (collection, measurements and disposal): N/A h) Leachate narrative (verifying <1' head on liner system): N/A	
7	22.423(b)(7) 22.522(a)(7) 22.619(b)(7)	Maintenance of stormwater controls and best management practices for erosion control. ***Note: List any upset conditions during the reporting period (i.e., washouts, etc…). Also, include narrative about vegetation maintenance and repair.***	a) ***Briefly list maintenance activities and upset conditions here:*** Stormwater runoff from Sevier County's landfill currently travels to the west within stormwater ditches and thence into a sediment basin with a valved steel pipe primary outlet. Run-on and run-off control of the active portion of the landfill is controlled by a system of diversion berms and ditches. Portions of the Landfill that have reached final grade have been stabilized with vegetation, mulch, and rolled round hay bales. Revegetation and rolled hay bale protection has been incorporated into the flattened slopes along the southwest corner of the landfill. The facility has been working with Water Quality to modify the sediment basin as required to certify it under the landfill general permit ARG160000. This work is scheduled to be completed during calendar year 2020.	
8	22.423(b)(8) 22.619(b)(8)	Status of capping and closure of completed areas. ***Note: List areas with acreage that have received interim or final cover. Include total landfilled area acreage not yet under final certified closed cover.*** ***Note: "Certified closed" means the facility has received an approval letter from ADEQ accepting the engineer's closure certification report.***	a) Lndfl unit/cell Area A , 2.6 acres. Intrm or Final Cover (I/F): I b) Lndfl unit/cell Area B & D , 1.0 acres. Intrm or Final Cover (I/F): I c) Lndfl unit/cell _____ , _____ acres. Intrm or Final Cover (I/F): ____ d) Lndfl unit/cell _____ , _____ acres. Intrm or Final Cover (I/F): ____ e) Acres of disposed waste not under final certified cover: 5.1 acres f) Acres of disposed waste area that have interim cover: 3.6 ± acres	
9	22.423(b)(9) 22.522(a)(8) 22.619(b)(9)	Status of remedial or corrective action activities. ***Note: List corrective action events during reporting period (e.g., seeps and erosion correction, leachate spills, unauthorized waste handling and removal, etc…), and indicate whether action was taken in response to an ADEQ inspection.***	a) ***Briefly list corrective actions events here:*** There were no corrective actions events from 2019 quarterly inspections. b) Were any of the corrective actions taken in response to an ADEQ inspection (Y/N)? N/A c) Current status of corrective actions: N/A d) Did corrective actions permanently solve the conditions (Y/N)? N/A ***Explain briefly:*** N/A	
10	22.423(b)(10) 22.522(a)(9) 22.619(b)(10)	Updated Financial Assurance documentation as required by Chapter 14. ***Note: Include copy of most recent financial assurance documentation as Attachment D. Also, include updated closure and post closure cost estimated as an attachment– recommend to use the Closure Costs and Post-closure Care Costs Worksheet located at ADEQ - Solid Waste - Technical Branch Home Page***	a) Size of the facility property under current permit? 20 acres b) Size of actual permitted disposal area? 5.9 (8.9) acres *The lined permitted area is 5.9 acres and the permitted final cover area is 8.9 acres including a large volume of undifferentiated soil fill cover around the lined areas.* c) What is the current total permitted disposal area that contains disposed waste but is not certified closed? 5.1 acres d) Updated closure cost estimate amount: $ 154,970	**D**

		Specific links to the worksheets: http://www.adeq.state.ar.us/solwaste/branch_technical/pdfs/closure_costs_worksheet.xlsx ***and*** http://www.adeq.state.ar.us/solwaste/branch_technical/pdfs/post_closure_care_costs_worksheet.xlsx***. . Show detailed calculations of cost items in tabular format with specific item breakdowns. Also, show source of unit cost information and/or inflationary factor adjustments – use ADEQ factors where applicable. If updated unit cost information is used instead of inflationary factors, show the source of unit cost information. Confirm estimates are based on largest area ever requiring final cover.***	e) Is the closure cost estimate based on the largest area ever requiring closure (Y/N)? Y f) Is the existing closure financial assurance adequate for acreage not yet certified closed (Y/N)?: Y g) Updated post closure care cost estimate amount: $ 35,742 h) Is the existing post closure care financial assurance adequate for all permitted areas (Y/N)?: N i) Is the financial assurance mechanism a trust fund (Y/N)? N j) Are the sources of information for updated unit cost line items shown on the cost estimate calculations (Y/N?): Y k) Do the unit cost items for soil cover material include actual third party cost of materials and labor (Y/N)? Y	
11	22.423(b)(11) 22.522(a)(10) 22.619(b)(11)	Revised or updated facility Closure Plan in accordance with Chapter 13. ***Note: Provide updated Closure Plan as Attachment E if facility obtained a permit modification during the reporting period that affects the closure and/or post closure care.***	a) Was an updated Closure Plan required during this reporting period (Y/N)?: N b) Is an updated Closure Plan attached herein (Y/N)? N	
12	22.423(b)(12) 22.522(a)(11) 22.619(b)(12)	Other items that affect compliance. ***Note: Include an ADEQ enforcement activity summary (solid waste, water, air, hazardous waste related) and, status of operating and permit fees. Also, include brief narrative concerning groundwater monitoring reports, landfill gas, leachate recirculation, alternate daily cover, etc…***	a) Are there current ADEQ enforcement actions (Y/N)? N b) Summary of enforcement actions: N/A c) Are operating and permit fees payments up-to-date (Y/N)? Y If not explain: N/A Additional Information: d) Does the facility monitor groundwater (Y/N)?: N If so, is it detection monitoring or assessment monitoring?: N/A e) What is the groundwater analytical sampling frequency? N/A months f) Does the facility collect landfill gas (Y/N)?: N g) Does the facility have a Gas Monitoring Plan (Y/N)? N h) Does the facility have gas monitoring probes (Y/N)? N i) Does the facility use an alternate daily cover (ADC) (Y/N)? N If so, what type of ADC is used: N/A If so, list document id# approving ADC: N/A j) Does the facility have a Liquid Waste Management (LWM) Plan (Y/N)? N If so, list document id# approving the LWM Plan: N/A k) Date and document id # of currently approved Operating Plan and Narrative: Date: September 18, 2006 Doc#: *37272*	

			l) Date and document id # for currently approved Closure/ Post Closure Plan: Date: September 18, 2006 Doc#: *37272* m) Date and document id # of currently approved Permit Drawings: Date: September 18, 2006 Doc#: *37272* n) Date and document id # of currently approved Design Narrative: Date: September 18, 2006 Doc#: *37272* o) Are weigh scales utilized at the landfill (Y/N)? N p) Does the final cap include a synthetic liner (Y/N)? N q) Does the final cap include clay liner (Y/N)? Y r) Total current permitted landfill volume: 183,272 cubic yards	
13	22.423(b) 22.522(a) 22.619(b)	Certification of AEIR Report: "I have inspected the landfill site and have prepared this report to reflect operational compliance with permit conditions, permit plans, specifications, narrative, and all applicable regulations"	a) Arkansas Licensed Engineer: Sign: _____ Date: June 25, 2020 b) License Number: 8653 c) ***Attach seal here:*** 	

ATTACHMENT A
PHOTOGRAPHIC LOG



1. Looking west over Area A – Area B in background.



2. Looking north over Area A toward Entrance.

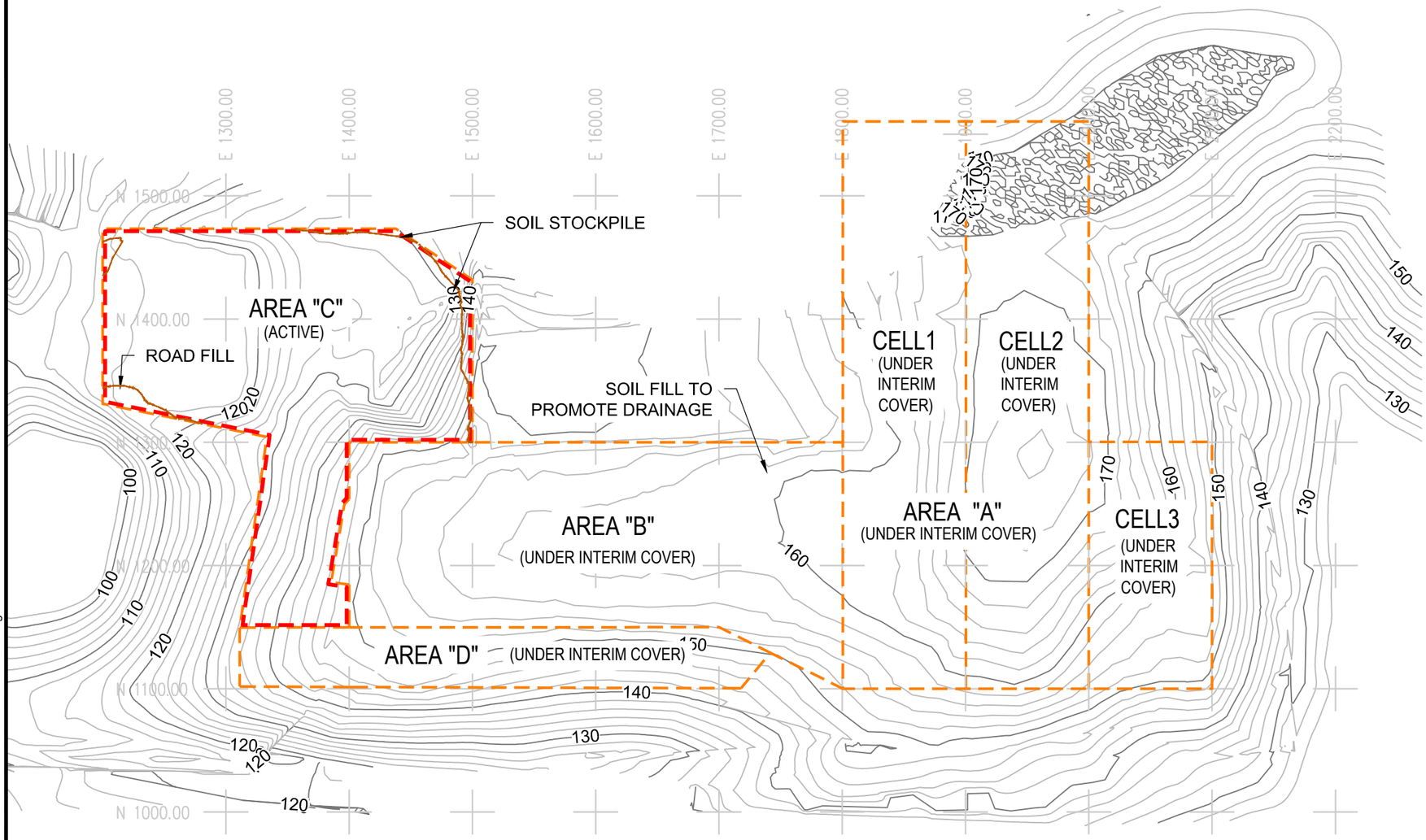


3. Looking east over active Area C.



4. Looking west at Sedimentation Pond (under modification per OWQ).

ATTACHMENT B
CONTOUR MAPS



N

100 0 50 100

SCALE IN FEET

LEGEND

- CELL BOUNDARY
- ACTIVE AREA
- 100 EXISTING CONTOUR

NOTES:

EXISTING CONTOURS SHOWN ON THIS DRAWING REPRESENTS TOPOGRAPHIC SURVEY INFORMATION PERFORMED BY EVAN G. BLACK ON JANUARY 21, 2020.

REV.	DATE	BY	DESCRIPTION

SITE LAYOUT MAP

2019 ANNUAL ENGINEERING INSPECTION REPORT

SEVIER COUNTY

SEVIER COUNTY LANDFILL

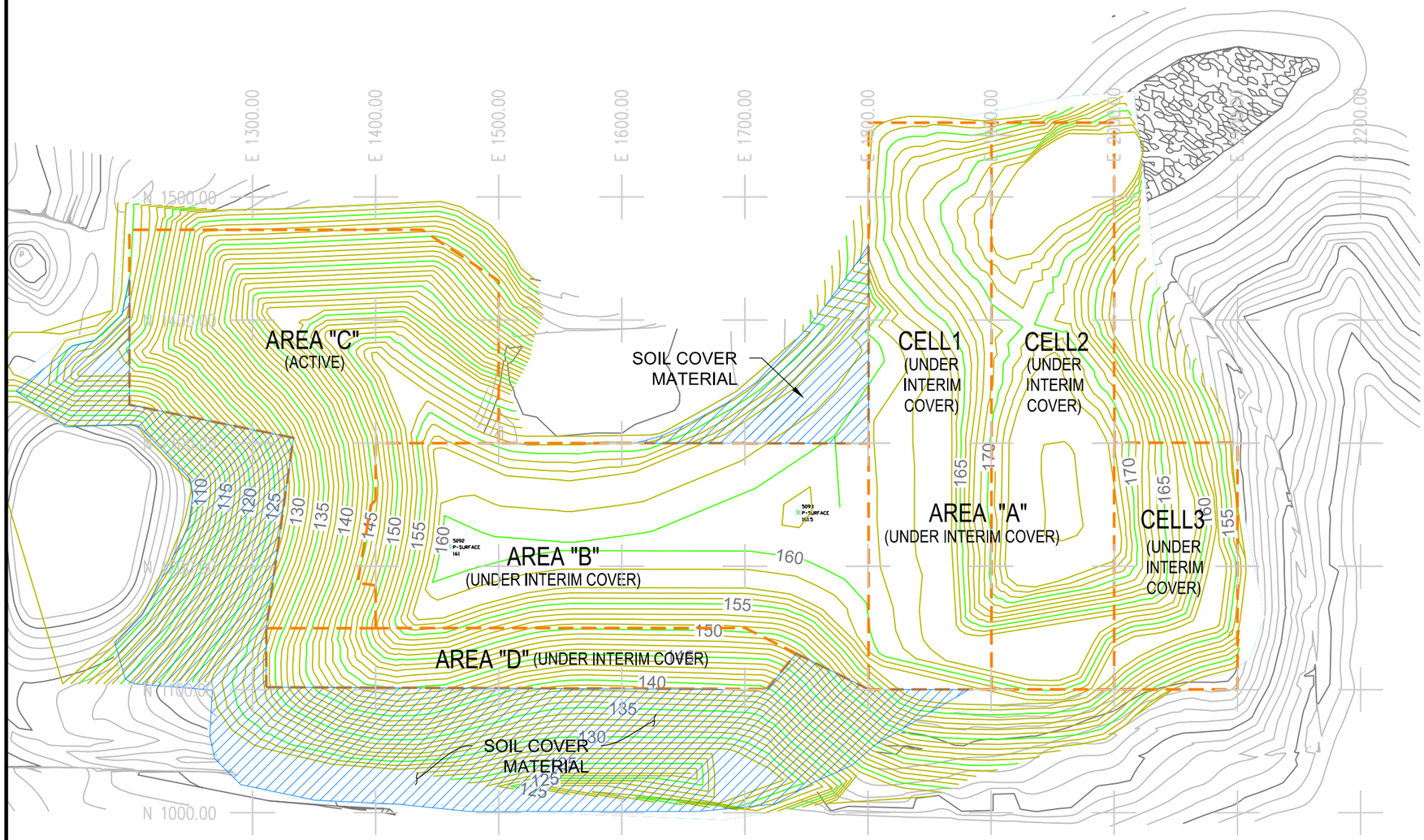
SEVIER COUNTY ARKANSAS

Terracon
Consulting Engineers and Scientists
25809 I-30 SOUTH
PH. (501) 847-9292
BRYANT, AR 72022
FAX. (501) 847-9210

FIGURE 1

DESIGNED BY:	TLB
DRAWN BY:	JBM/TLB
APPVD. BY:	FOC
SCALE:	SEE SCALEBAR
DATE:	MAY 2020
JOB NO.	285-001-35197347
ACAD NO.	001
SHEET NO.:	1 OF 2

N:\GECARCHIVE\CAD\285\001\35197347\001-2019 TOPOGRAPHIC SURVEY.dwg



N

100 0 50 100

SCALE IN FEET

LEGEND

- CELL BOUNDARY
- 100 EXISTING CONTOUR
- 100 PROPOSED FINAL WASTE CONTOUR

NOTES:

EXISTING CONTOURS SHOWN ON THIS DRAWING REPRESENTS TOPOGRAPHIC SURVEY INFORMATION PERFORMED BY EVAN G. BLACK ON JANUARY 21, 2020.

REV.	DATE	BY	DESCRIPTION

PERMITTED FINAL WASTE GRADES

2019 ANNUAL ENGINEERING INSPECTION REPORT

SEVIER COUNTY

SEVIER COUNTY LANDFILL

SEVIER COUNTY ARKANSAS

Terracon
Consulting Engineers and Scientists
25809 I-30 SOUTH BRYANT, AR 72022
PH. (501) 847-9292 FAX. (501) 847-9210

FIGURE 2

DESIGNED BY:	TLB
DRAWN BY:	JBM/TLB
APPVD. BY:	FOC
SCALE:	SEE SCALEBAR
DATE:	MAY 2020
JOB NO.	285-001-35197347
ACAD NO.	002
SHEET NO.:	2 OF 2

ATTACHMENT C

LEACHATE ANALYTICAL REPORT

Arkansas Regulation 22 does not require Class 4 Landfills to operate a leachate collection system.

ATTACHMENT D

UPDATED CLOSURE/POST-CLOSURE COST ESTIMATES & FINANCIAL ASSURANCE

CLOSURE COST ESTIMATE
SEVIER COUNTY CLASS 4 LANDFILL
8.9 Acre Maximum Area Closure

ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Surface Preparation	8.9	Acre	$269.00	$2,394
Compacted Soil Cover (18")	14,278	Cy.	$2.42	$34,553
Topsoil Layer (6")	7,179	Cy.	$3.23	$23,188
Undifferentiated Fill (18" outside waste boundary)	7,260	Cy.	$1.00	$7,260
Seed/Fertilizing/Mulching	8.9	Acre	$1,076.00	$9,576
Erosion Control	1	LS	$1,000.00	$1,000
Quality Assurance/Quality Control	1	LS	$9,100.00	$9,100
Surveying	1	LS	$2,500.00	$2,500
Certification	1	LS	$2,500.00	$2,500
Subtotal				**$92,071**
Administrative Costs	1		20%	$18,414
Contingencies	1		10% of all costs	$11,049
Total				**$121,534**
Total (adjusted for inflation)				**$154,970**

Notes: All costs are in 2006 dollars.

Closure Cost Inflation Adjustment:

Year	Implicit Price Deflator	Adjusted Closure Cost Estimate
2007	1.029	$125,095
2008	1.040	$130,036
2009	1.022	$132,871
2010	1.005	$133,549
2011	1.014	$135,352
2012	1.026	$138,911
2013	1.018	$141,370
2014	1.015	$143,491
2015	1.015	$145,583
2016	1.010	$147,041
2017	1.013	$148,953
2018	1.018	$151,634
2019	**1.022**	**$154,970**

Notes:

1. Closure/Post-closure costs shown are based on costs for the Class 4 landfill as of September 2006 (2006 costs carried forward) (Doc ID 37272)

2. Inflation Factors provided by Arkansas Division of Environmental Quality (DEQ) via, http://www.adeq.state.ar.us/sw/permits/financial.aspx#collapseAeir. Terracon has performed a cursory check on the calculation of the inflation factors using the United States implicit price deflators (IPD) stated in the Table and the inflation factor calculation methodology as provided by ADEQ on this website. Terracon has determined that for years 1998 - 2013 and 2015 - 2016 the inflation factors provided are percentage increases and for years 2014 and 2017 - 2019 the inflation factors provided are multipliers. Terracon has not independently verified the accuracy of the IPD data or the cost adjustment application methodology provided by ADEQ on this website. Therefore, Terracon is not responsible for cost adjustment errors resulting from any errors, flaws, or omissions in the inflation factor calculations or cost adjustment methodology provided by ADEQ at this website.

*3. See Note 1. All inflation factors in the table above, including for 2019, are expressed as multiplyers and are used to increase yearly costs by applying the Inflation Factor (IF) as a multiplier, where Current Year Cost = Prior Year Cost * IF*

POST-CLOSURE CARE COST ESTIMATE
SEVIER COUNTY CLASS 4 LANDFILL

ANNUAL REPAIRS				
ITEM	**QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
Labor (2 people x 8 hr/day x 6 days/yr.)	96	Hours	$16.15	$1,550
Equipment – Dozer	20	Hours	$107.64	$2,153
Dump Truck	20	Hours	$53.82	$1,076
Loader	20	Hours	$64.58	$1,292
Administrative Costs			20%	$1,214
Contingencies			10% of all costs	$729
Total Estimated Annual Repairs in 2006 dollars				**$8,014**

ANNUAL POST-CLOSURE MAINTENANCE SEVIER COUNTY CLASS 4 LANDFILL				
ITEM	**QUANTITY**	**UNIT**	**COST**	**AMOUNT**
Inspections	2	Year	$538	$1,076
Maintaining Vegetation	8.9	Acres	$269	$2,394
Maintaining Drainage	1	Lump Sum	$1,076	$1,076
Administrative Costs			20%	$909
Contingencies			10% of all costs	$546
Total Estimated Annual Maintenance				**$6,001**

TOTAL ESTIMATED ANNUAL POST-CLOSURE CARE COSTS (2006 Dollars):	**$14,015**
TOTAL ESTIMATED POST-CLOSURE CARE COSTS (2-YEAR PERIOD):	**$28,030**
TOTAL (adjusted for inflation)	**$35,742**

Total Post-Closure Cost Inflation Adjustment:

Year	Implicit Price Deflator	Adjusted Post-Closure Cost Estimate
2007	1.029	$28,851
2008	1.040	$29,991
2009	1.022	$30,645
2010	1.005	$30,801
2011	1.014	$31,217
2012	1.026	$32,038
2013	1.018	$32,605
2014	1.015	$33,094
2015	1.015	$33,576
2016	1.010	$33,913
2017	1.013	$34,354
2018	1.018	$34,972
2019	**1.022**	**$35,742**

Greg Ray
County Judge
Robert Gentry
Sheriff and Collector
Debbie Akin
County Clerk
Kathy Smith
Circuit Clerk
Heather Barnes
Treasurer
Sheila Ridley
Assessor

Sevier County

De Queen, Arkansas 71832



AFIN: 67-00024
PMT#: 0288-SA-R1

OCT 17 2019

DOC ID#: 77187
TO: SS > File < CR

October 15, 2019

Mr. John Sykes
Solid Waste Liaison
Arkansas Department of Energy and Environment
Division of Environmental Quality
5301 Northshore Drive
North Little Rock, AR 72118

Dear Mr. Sykes:

Enclosed please find documents pertaining to financial assurances for Sevier County. I am submitting two copies of the Contract of Obligation with original signatures on both. Please return one to the Sevier County Judge's Office after signature by Secretary Keogh. Thank you.

Sincerely,

Sandra Dunn
Administrative Assistant

Enclosures (3)

Sevier County
Summary Statement of Operation
Expenditures
19-10 to 19-10
10/01/2019 - 10/31/2019 Posted on or Before 10/15/2019
3401 SOLID WASTE RESERVE DEPRECIATION INVESTMENT FUND

Account	Description	Orig Budget	Amendments	Amend Budget	10/01 - 10/31 Trans	10/01 - 10/31 Enc	Year to Date Trans	Year to Date Enc	Balance	% Used
3401.0700	**SANITATION / SOLID WASTE**									
3098	JUDGMENTS & DAMAGES	200,000.00	0.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
	Sub Total Other Charges	200,000.00	0.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
Dept Total *	**SANITATION / SOLI**	200,000.00	0.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00

Sevier County
Summary Statement of Operation
Expenditures
19-10 to 19-10
10/01/2019 - 10/31/2019 Posted on or Before 10/15/2019
3401 SOLID WASTE RESERVE DEPRECIATION INVESTMENT FUND

Account	Description	Orig Budget	Amendments	Amend Budget	10/01 - 10/31 Trans	10/01 - 10/31 Enc	Year to Date Trans	Year to Date Enc	Balance	% Used
Fund Total ** 3401 SOLID WASTE		200,000.00	0.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00

Sevier County
Summary Statement of Operation
Expenditures
19-10 to 19-10
10/01/2019 - 10/31/2019 Posted on or Before 10/15/2019

Account	Description	Orig Budget	Amendments	Amend Budget	10/01 - 10/31 Trans	10/01 - 10/31 Enc	Year to Date Trans	Year to Date Enc	Balance	% Used
Grand Total		**200,000.00**	**0.00**	**200,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**200,000.00**	**0.00**

RESOLUTION NO. 2019-05

A RESOLUTION AUTHORIZING A CONTRACT OF OBLIGATION

WHEREAS Sevier County, Arkansas, deems it necessary and proper to enter into a Contract of Obligation with the Division of Environmental Quality as authorized by Arkansas Code Annotated § 8-6-1603.

NOW, THEREFORE, BE IT RESOLVED by the above named county that Greg Ray, as the Signatory Agent of Sevier County, is hereby authorized to enter into the Contract of Obligation affixed hereto and to sign the Contract of Obligation on behalf of the above named county.

In addition, this Resolution is intended to replace Resolution No. 2019-02 dated July 8, 2019, in order to reflect a change in the name of the Department of Environmental Quality to the Division of Environmental Quality.

PASSED, APPROVED, AND ADOPTED this 14th day of October, 2019.

APPROVED: Greg Ray
Greg Ray, Sevier County Judge

DATED: 10-14-2019

ATTEST: Deborah K. Akin
Deborah K. Akin, Sevier County Clerk

Recorded
Book 5 Pages

IRREVOCABLE CONTRACT OF OBLIGATION

RECITALS

WHEREAS, owners/operators of solid waste management facilities are required to provide financial assurances to the Arkansas Department of Energy and Environment, Division of Environmental Quality (hereinafter "DEQ") to ensure that sufficient funds are available to meet the costs of closure or post closure;

WHEREAS, county governments as owners or operators of solid waste management facilities may utilize an alternate method of providing financial assurance for closure and post-closure care as authorized by Ark. Code Ann. § 8-6-1603 through the issuance of a Contract of Obligation (hereinafter "Contract") to DEQ; and

WHEREAS, DEQ and SEVIER COUNTY (hereinafter "COUNTY"), Arkansas have reached mutually agreed terms and conditions for providing financial assurances through a Contract of Obligation.

TERMS AND CONDITIONS

COUNTY hereby offers and DEQ hereby accepts this Contract of Obligation as financial assurance pursuant to Ark. Code Ann. § 8-6-1603(d)(4):

1. Pursuant to Arkansas Pollution Control and Ecology Commission (hereinafter "APC&EC") Reg. 22.1405(n), the contract is a binding, enforceable agreement and is irrevocable unless terminated in accordance with Paragraph 19 herein.

2. COUNTY is a county government of the State of Arkansas.

3. COUNTY is the owner or operator of the solid waste management facility pursuant to DEQ Permit No. **0288-S4-R1** (hereinafter "Permit").

4. This Contract is for one fiscal year of COUNTY and shall automatically renew for four additional fiscal years unless the COUNTY fails to appropriate funds in its annual budget to perform the terms and conditions required herein. A fiscal year for purposes of this Contract is defined as the fiscal year for COUNTY.

5. COUNTY shall provide written notice not less than 60 days prior to the expiration of the fiscal year to the Director if COUNTY will not appropriate funds in the COUNTY'S upcoming annual budget necessary to perform the terms and conditions of this Contract. In the event of non-appropriation, this Contract shall terminate on the last day of the fiscal year subject to appropriation by COUNTY.

6. COUNTY's solid waste management facility is not authorized to transfer, store or dispose of hazardous waste as defined and regulated under Regulation 23 of the Arkansas Pollution Control and Ecology Commission.

7. COUNTY represents and affirms that the general revenues pledged and secured under this Contract to DEQ shall be equal to but not less than the estimated annual cost for closure and

post-closure care to satisfy the financial assurance requirements pursuant to Ark. Code Ann. § 8-6-1603(d)(4)(C).

8. The required amount of financial assurance for the solid waste management facility which is the subject of the Permit is **ONE HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS (157,771.00)** for Closure and Post-Closure Care as provided by Ark. Code Ann. § 8-6-1603(a), (b), and (c).

9. The required amount of financial assurance stated in ¶8 does not exceed the amount currently projected by the State to be disbursed as general revenues during the current fiscal year to COUNTY as authorized by APC&EC Reg.22.1405(n)(2).

10. To fulfill the amount of the financial assurances established in ¶8 of this Contract, COUNTY hereby grants and pledges its rights and interest in the general revenues being disbursed, or that may be disbursed, to COUNTY by or from the State of Arkansas to DEQ for the express purposes and terms provided by this Contract.

11. COUNTY hereby acknowledges that upon default, DEQ's rights to the said general revenues during the tenure of this Contract are irrevocable, undisputed, and absolute.

12. For purposes of the Contract, the term "default" is defined as any failure by the COUNTY to properly perform a closure or post-closure for the solid waste management facility that is the subject of the Permit or required by state law or regulation.

13. The Director shall initiate the procedure for forfeiture of financial assurance provided in APC&EC Reg.22.1406 should the COUNTY default on this contract as defined herein. DEQ shall provide a Default Administrative Order, an APC&EC Minute Order, Consent Administrative Order, or other enforceable Order directing COUNTY, the Arkansas State Treasury, and the Department of Finance and Administration to commence the capture of revenues pledged by this Contract.

14. Effective upon default, COUNTY hereby authorizes and instructs the Arkansas State Treasury and the Arkansas Department of Finance and Administration to capture, re-direct, and tender the general revenues pledged in ¶10 of the Contract to DEQ. Payments made to DEQ shall be delivered to the address appearing below.

15. COUNTY shall file a copy of this Contract with the Commissioner of Revenues, Department of Finance and Administration and the Local Government Services Division, Arkansas State Treasury, no later than the tenth (10^{th}) calendar day following the effective date of this Contract. COUNTY shall provide the Director with file-marked copies of this Contract no later than the fifteenth (15^{th}) calendar day following the effective date of this Contract.

16. In the event this Contract is not renewed or is terminated for any reason, COUNTY shall provide alternate financial assurances pursuant to Ark. Code Ann. § 8-6-1603 and the regulations promulgated pursuant thereto not less than 60 days prior to the termination of this Contract for review and approval by DEQ.

17. The amount of financial assurance required for the solid waste management facility that is the subject of the Permit shall be based upon the latest available annual reporting mechanisms submitted by the facility owner/operator; and as reviewed and approved by DEQ. Such review shall be completed by DEQ prior to the commencement of COUNTY subsequent fiscal year. This amount may be increased or decreased as required to reflect estimated costs for closure and post-closure care.

18. The total amount of required financial assurance established by ¶17 above, shall be approved by DEQ not less than one hundred twenty (120) days prior to the beginning of any COUNTY fiscal year.

19. This Contract shall terminate upon written approval from the Director that:

a. The solid waste management facility has closed in compliance with the law;

b. COUNTY has completed post-closure care in compliance with the law; or

c. COUNTY provides an alternate financial assurance mechanism that is acceptable to DEQ and is in compliance with the terms of this Contract as outlined in ¶ 25.

20. COUNTY represents and affirms that it has sufficient funds on-hand, appropriated by the annual budget, and available to comply with the terms and conditions of this Contract.

21. All notices required by this Contract shall be made by certified mail, return receipt requested, and addressed as follows:

Arkansas Department of Energy and Environment, DEQ
Attn: Becky W. Keogh, Secretary
5301 Northshore Drive
North Little Rock, Arkansas 72118-5317

Sevier County, Arkansas
Attn: Greg Ray, County Judge
115 North 3rd Street - #101
De Queen, AR 71832

Arkansas Department of Finance and Administration
Attn: Commissioner of Revenues
P.O. Box 1272
Little Rock, Arkansas 72203

Arkansas State Treasury
Attn: Local Government Services Division
220 State Capitol
Little Rock, Arkansas 72201

22. COUNTY represents and affirms that the surrender and tender of funds to DEQ contemplated by this Contract shall not cause COUNTY to expend more than available revenues from all sources for any given fiscal year during which this Contract is effective.

23. Funds collected through this Contract of Obligation will be used for closure and post-closure activities in accordance with Regulation 22. In the event that there are funds remaining after DEQ certifies the necessary closure and post-closure activities are completed then DEQ will return those funds to the COUNTY.

24. In the event that any provision provided herein is determined to be invalid or void by a court of competent jurisdiction, it shall not affect the validity of the remaining parts thereof.

25. This Contract may be terminated by the substitution of alternate financial assurances by mutual agreement of DEQ and COUNTY provided:

a. COUNTY makes a sixty (60) day written notice by certified mail to DEQ of its intention to provide an alternate form of financial assurance to replace the obligations required by this Contract;

b. COUNTY provides a description and specimen of the proposed alternate form of financial assurance;

c. The proposed alternate form of financial assurance is authorized by law;

d. DEQ reviews and accepts the alternate form of financial assurance;

e. An effective date of the alternate form of financial assurance is set by DEQ; and

f. There is no resulting lapse of financial assurance coverage incurred by COUNTY.

26. Nothing herein shall prevent DEQ from initiating any enforcement proceeding against COUNTY.

27. Nothing herein is construed to relieve COUNTY from any closure or post-closure action resulting from the solid waste management facility that is the subject of the Permit.

28. Nothing herein is construed to limit the liability of COUNTY for any closure or post-closure resulting from the subject solid waste management facility to the amount established by ¶8 of this Contract.

29. This Contract shall be effective upon the Director's signature.

30. This Contract has been reviewed and approved by the governing body of the COUNTY in a duly called and convened meeting with a quorum present.

31. The governing body of the COUNTY has authorized the COUNTY JUDGE to sign this Contract of Obligation on the behalf of COUNTY as evidenced by the attached resolution.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

Arkansas Department of Energy and Environment,
Division of Environmental Quality

Becky W. Keogh
Secretary

Date

COUNTY

Greg Ray, County Judge

10-14-2019
Date

Attest:

Deborah K. Akin, County Clerk

IRREVOCABLE CONTRACT OF OBLIGATION

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De Queen, AR 71832

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Arkansas Department of Energy and Environment,
Division of Environmental Quality

_____ _____

Becky W. Keogh
Secretary

Date

COUNTY

Greg Ray

Greg Ray, County Judge

10-14-2019

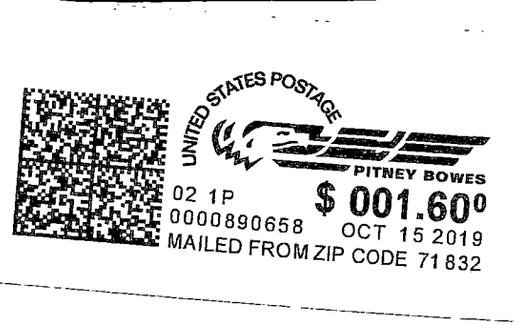
Date

Attest:

Deborah K. Akin

Deborah K. Akin, County Clerk

SEVIER COUNTY JUDGE
SEVIER COUNTY COURTHOUSE
115 N 3RD ST.
DE QUEEN, AR 71832



Mr. John Sykes - Solid Waste Liaison
Land Resources- Arkansas Dept. of Energy and Environment
Arkansas Division of Environmental Quality
5301 Northshore Drive
North Little Rock, AR 72118