

Docket No. 2006-95

AFIN: 67-00024
 Pmt #: 0057-TSW-MC
 RECD
 SCAN SEP 28 2007 W
 Doc ID #: 50629 M
 To: SMZ file D

CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between Sevier County, Arkansas, hereinafter referred to as the County and the Arkansas Department of Environmental Quality, hereinafter referred to as the Department.

Whereas, Sevier County, has submitted a permit application for the construction, operation and maintenance of a solid waste disposal or processing facility pursuant to the requirements of the Arkansas Solid Waste Management Act (Arkansas Code Annotated §8-6-201 et.seq.) and the regulations promulgated there under.

Whereas, pursuant to Arkansas Code Annotated §8-6-1603 a county may execute a "Contract of Obligation" in lieu of a performance bond to provide financial assurance for corrective actions, closure, or post-closure care of the site. Then, in consideration of the issuance of Permit No. 0057-SG-TSW by the Department to Sevier County, for the operation of solid waste disposal site and solid waste management systems, and in consideration of the mutual covenants contained herein, the Department and the County/Municipality, hereby agree as follows:

1. The County, is hereby bound unto the Department in the sum of Five Thousand Dollars and No Cents (\$5,000.00) and hereby authorizes the Director of the Department, or designee, to collect said sum from any general revenues being disbursed or to be disbursed from the State of Arkansas to the County upon failure of the County to perform required corrective actions, close the Transfer Station or provide post-closure care where applicable in accordance with the requirements of the Act and regulations promulgated there under.
2. Should the Department find that the County has failed to perform corrective actions, properly close the Transfer Station or provide proper post-closure care where applicable, the Department shall notify the County of such finding and shall afford the opportunity for administrative and judicial review of such finding prior to seeking collection of any funds as authorized under this contract.

3. The County hereby authorizes the Commissioner of Revenues and the State Treasurer to withhold funds from general revenues being disbursed or to be disbursed from the State of Arkansas to the County upon receiving notice from the Director of the Department of the County's failure to perform corrective action, properly close the facility or provide proper post-closure care.

4. This contract shall terminate upon written approval from the Department that:

- (a) the facility has been closed in compliance with the requirements of the act and the regulations; or
- (b) the owner or operator has completed post-closure care in compliance with the requirements of the Act and the regulations; or
- (c) the corrective action has been successfully completed in accordance with the Act and the regulation and financial assurance is no longer required.

If the County desires to terminate this contract prior to proper closure or post-closure care of the facility, or if the facility decides to provide an alternative form of corrective action financial assurance, where applicable, it must:

- (a) send a notice of termination in writing addressed and delivered to the Department; and
- (b) post with the Department an acceptable alternative as provided for in the regulations promulgated in accordance with Arkansas Code Annotated §8-6-1603, or by any rules and regulations adopted Pursuant to the Act; and
- (c) receive a written acknowledgment from the Department of receipt by the Department of an acceptable alternative assurance of financial performance.

5. The County has by Resolution No. 173 passed on April 10, 2006 attached

hereto and which is hereby incorporated herein and expressly made a part of this agreement, authorized the signatory thereto to execute this contract and bind the County to the terms hereof.

6. The effective date of this contract is the date this contract is executed by the Director of the Department. The contract period shall extend for one year from the date of the Director of the Department's signature, however at the end of that year, and each successive one year period thereafter, the contract shall automatically renew for each successive year unless either party terminates as per the conditions of this contract. Termination procedures must be completed before the renewal date; otherwise, unless both parties agree to the contrary, the contract will effectively renew for the next year.

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

Sovier
County/Municipality

Solid waste
Department

Dick Tallman, County Judge
Typed Name & Title of Signatory Agent

Marcus Devine, ADEO Director
Typed Director's Name

Dick Tall
Signature of Agent

Marcus Devine
Signature of Director

13 Apr 06
Date

October 19, 2006
Date

AFIN: 61-00024
Pmt #: 0288-54 S
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RESOLUTION NO. 170

A RESOLUTION TO ENTER INTO A "CONTRACT OF OBLIGATION" WITH THE
ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY.

BE IT RESOLVED BY THE QUORUM COURT OF SEVIER COUNTY.

WHEREAS, Sevier county, deems it necessary and proper to enter into a "contract of obligation" with the Arkansas Department of Environmental Quality as authorized by Arkansas Code Annotated 8-6-1603.

NOW THEREFORE, be it resolved that the County Judge is hereby authorized to enter into the Contract of Obligation affixed hereto and to sign the Contract of Obligation on behalf of Sevier County.

APPROVED: Dick Tallman
Dick Tallman, Sevier County Judge

DATED: February 13, 2006

ATTEST: Sandra Dunn
Sandra Dunn, County Clerk

State of Arkansas
County of Sevier
I hereby certify this to be
a true copy of the original
Resolution 170 filed in the
County Court of this County on
February 13 - 20 06
Sandra Dunn, County Clerk
By D.C.