Memo

TO: Teresa Marks, Director

FROM: Helen Boswell, Admin. Assistant

DATE: March 11, 2014

RE: Contract

Please send us a signed copy of the Contract for our files.

Thanks.
Resolution No: A-580

A RESOLUTION TO ENTER INTO A CONTRACT OF OBLIGATION

WHEREAS: the City of Warren, Arkansas deems it necessary and proper to enter into a Contract of Obligation with the Department of Environmental Quality as authorized Arkansas Code Annotated § 8-6-1603.

NOW, THEREFORE, BE IT RESOLVED by the City of Warren that Mayor Bryan Martin, as the Signatory Agent of Warren, Arkansas 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 city.

ADOPTED this 10th day of March 2014.

Bryan Martin, Mayor

ATTEST:

Jeanie Reep, City Clerk
CONTRACT OF OBLIGATION

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

WHEREAS, the Municipality 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 thereunder.

WHEREAS, pursuant to Arkansas Code Annotated §8-6-1603 a municipality or 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. 1026-S4 by the Department to Warren, 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 Municipality hereby agree as follows:

1. The Municipality is hereby bound unto the Department in the sum of One Hundred Thirty-Six Thousand Two Hundred Sixty-Five Dollars and Sixty-Four Cents ($136,265.64) 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 Municipality upon failure of the Municipality to perform required corrective actions, close the facility or provide post-closure care where applicable in accordance with the requirements of the Act and regulations promulgated thereunder.

2. Should the Department find that the Municipality has failed to perform corrective actions, properly close the facility or provide proper post-closure care where applicable, the Department shall notify the Municipality 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 Municipality hereby authorizes the Commissioner of Revenues and the State Treasurer to withhold any funds from general revenues being disbursed or to be disbursed from the State of Arkansas to the Municipality upon receiving notice from the Director of the Department of the Municipality’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 Municipality 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 Municipality has by resolution attached hereto and which is hereby incorporated herein and expressly made a part of this agreement, authorized the signatory thereof to execute this Contract of Obligation and bind the Municipality to the terms hereof.

6. The effective date of this contract is the date this contract is executed by the Director of the Department.

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

______________________________  ________________________________
City of Warren                               Municipality

______________________________  ________________________________
Bryan Martin, Mayor                      Typed Name & Title of Signatory Agent

______________________________  ________________________________
Typed Director’s Name                      Signature of Director

______________________________  ________________________________
Signature of Agent                       Date

March 11, 2014                      Date