

CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between Jonesboro
City/County
Arkansas and the Arkansas Department of Pollution Control and
Ecology, hereinafter referred as the ADPC&E.

Whereas, Jonesboro, Arkansas has submitted a permit application for the construction, operation and maintenance of a solid waste disposal facility to ADPC&E pursuant to the requirements of the Arkansas Solid Waste Management Act (Act 237 of 1971, as amended) (Ark. Stats. Ann. §82-2701 et. seq.¹ hereinafter "Act") and the regulations promulgated thereunder.

Whereas, pursuant to Act 916 of 1983, a municipality or county may execute a "contract of obligation" in lieu of a performance bond in applying for a permit to operate a solid waste disposal site or facility. Then in consideration of the issuance of Permit No. 271-SC by ADPC&E to Jonesboro
City/County hereby agree as follows:

1. Jonesboro is hereby bound unto ADPC&E in the sum of \$15,000.00 and hereby authorizes the Director of the ADPC&E, or designee, to collect said sum from any funds being disbursed or to be disbursed from the State of Arkansas to Jonesboro upon failure of Jonesboro to
City/County City/County
close the disposal operation in accordance with the requirements of the Act and the regulations promulgated thereunder.
2. Should ADPC&E find that Jonesboro has failed to properly
City/County

close out the disposal operation, ADPC&E shall notify

Jonesboro of such finding and shall afford the
City/County

opportunity for administrative and judicial review of such
finding prior to seeking collection of any funds as
authorized under this contract.

3. Jonesboro hereby authorizes the Commissioner of Revenues
City/County

and the State Treasurer to withhold from any funds being
disbursed or to be disbursed from the State of Arkansas to

Jonesboro the sum of \$15,000.00 upon receiving notice
City/County

from the Director of ADPC&E of Jonesboro's failure to
City/County

properly close the disposal operation.

4. This contract shall terminate upon written approval from
ADPC&E that the disposal facility has been closed in
compliance with the requirements of the Act and the
regulation promulgated thereunder. If Jonesboro desires
to terminate this contract prior to proper closure of the
disposal facility, it must:

(a) send a notice of termination in writing addressed
and delivered to the ADPC&E; and

(b) post with the ADPC&E a corporate surety bond for
performance, or acceptable alternative, (i.e. certificate
of deposit, letter of credit) payable to the ADPC&E, as
provided for by Act 916 of 1983, or by any rules and
regulations adopted pursuant to the Act; and

(c) receive a written acknowledgement from the ADPC&E of

receipt by ADPC&E of an acceptable alternative assurance of performance.

Jonesboro has by resolution attached hereto as City/County

Attachment A and which is hereby incorporated herein and expressly made a part of this agreement, authorized the signatory hereof to execute this contract of obligation and bind Jonesboro to the terms hereof.
City/County

The effective date of this contract is the date this contract is executed by the Director of ADPC&E.

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

Jonesboro
City/County

ARKANSAS DEPARTMENT OF POLLUTION CONTROL AND ECOLOGY

By: _____

Director

Date: _____