

RESOLUTION NO. 73

**A RESOLUTION OF THE CITY COUNCIL OF TONTITOWN AUTHORIZING
THE MAYOR TO ENTER INTO A HOST COMMUNITY AGREEMENT
WITH SUNRAY SERVICES, INC. d/b/a USA WASTE OF ARKANSAS, INC.**

WHEREAS, Sunray Services, Inc. owns and operates permitted solid waste disposal facilities located in Washington County near the City of Tontitown;

WHEREAS, the City of Tontitown is a "Host Community" for Sunray Services, Inc., as defined in Act 1263 of 1993 of the Arkansas General Assembly (*Ark. Code Ann.* § 8-6-1502(1)(A)(3), the "Act");

WHEREAS, the Act recognizes that a solid waste management facility may provide a Host Community with certain benefits or incentives, such as a reasonable host fee, to accept its siting;

WHEREAS, Sunray Services, Inc. has offered to pay to the City of Tontitown a reasonable host fee based on the amount of waste received at the facility;

WHEREAS, the City of Tontitown agrees that the host fee is reasonable, and desires to enter into a Host Community Agreement with Sunray Services, Inc. for the payment of the fee;

NOW THEREFORE, BE IT RESOLVED, that the City of Tontitown agrees that payment of the reasonable host fee provides a reciprocal benefit for any likely burden caused by and overcomes any siting presumption of Sunray Services, Inc., and hereby authorizes the Mayor to execute a Host Community Agreement with Sunray Services, Inc., authorizing payment and acceptance of the host fee.

DATED this 1st of Sept., 1997.

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT, made and entered into the 1st day of Sept., 1997 (the "Agreement"), by and between SUNRAY SERVICES, INC. d/b/a USA WASTE OF ARKANSAS, INC., an Delaware corporation (the "Company"), and the CITY OF TONTITOWN (the "City"),

WITNESSETH:

WHEREAS, the Company owns and operates various permitted solid waste management facilities (collectively, the "Facility") located in the vicinity of the City;

WHEREAS, the Facility comprises a Class I landfill (ADPC&E Permit No. 290-S1), a Class IV landfill (ADPC&E Permit No. 290-S4), among other facilities;

WHEREAS, the City meets the definition of "Host Community," as provided for in Act 1263 of 1993 of the Arkansas General Assembly (*Ark. Code Ann.* § 8-6-1502(1)(A)(3), the "Act");

WHEREAS, the Act recognizes that a Host Community of a solid waste disposal facility may receive certain benefits or incentives, such as reasonable host fees, to accept the siting of the Facility;

WHEREAS, the City agrees that the host fee set forth herein provides a reasonable and adequate reciprocal benefit or incentive for any likely burden imposed by the Facility; and

WHEREAS, the City and the Company have agreed to the payment of a reasonable host fee by the Company to the City.

NOW, THEREFORE, for and in consideration of the recitals and of the promises and mutual covenants, agreements and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Host Fee Amount.** Beginning July 1, 1997, and continuing for a term as indicated below, the Company promises that it will pay to the City a host fee equal to Fifty Cents (\$0.50) per ton for all Class I, III and IV waste received at the Facility, measured and paid for as indicated below.

2. **Waste Volume.** For purposes of computing the total host fee due the City, the amount of waste received at the Facility shall be that reported to the Arkansas Department of Pollution Control and Ecology ("ADPC&E") pursuant to *Ark. Code Ann.* § 8-6-1004. The amount reported to ADPC&E shall be conclusive of the waste tonnage received.

3. **Waste Origin.** Subject to the provisions of this Agreement, the Company and the City agree that the host fee shall be applied to all waste, regardless of its origin. The City further agrees that the Company may receive waste at the Facility from any source within the Company's and its affiliates' market areas within the States of Arkansas, Missouri and Oklahoma.

4. **Time of Payment.** The Company shall pay the City the host fee on a quarterly basis, with periods ending consistent with those prescribed in *Ark. Code Ann.* § 8-6-1004 for computing and paying

landfill disposal fees to ADPC&E. The fees shall be paid on or before thirty (30) days after the end of each quarterly period.

5. **Term of Agreement.** This Agreement shall be in effect for the life of the Facility and shall terminate upon closure of the Facility.

6. **Amendment and Modification.** This Agreement may be amended, modified or supplemented only by mutual written consent of the parties hereto.

7. **Entire Agreement.** This Agreement, including the agreements referred to herein, contains the entire understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple original counterparts as of the date first above written.

COMPANY:

**SUNRAY SERVICES, INC. d/b/a USA WASTE OF
ARKANSAS, INC., a Delaware Corporation**

By: 
Dale Stevener, as District Manager

CITY:

CITY OF TONTITOWN


City Clerk

By: , Mayor