



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
 SOLID WASTE MANAGEMENT PROGRAM  
**CONTRACT OF OBLIGATION**

**NOTE: A CONTRACT OF OBLIGATION, AS SPECIFIED IN 10 CSR 80-8.050(7)(C)2.G.**

THIS AGREEMENT is made and entered into by and between \_\_\_\_\_ (City/County), Missouri and the Missouri Department of Natural Resources hereinafter referred to as the "department."

Whereas, \_\_\_\_\_ (City/County), Missouri has submitted a permit application for the construction, operation and maintenance of a scrap tire processing facility to the department pursuant to the requirements of sections 260.200 to 260.345, RSMo, the Missouri Solid Waste Management Law (hereinafter "Law") and the rules promulgated thereunder; and

Whereas, pursuant to the Missouri Solid Waste Management Rules, 10 CSR 80-8.050(7)(C)2.G., a municipality or county may execute a "contract of obligation" to satisfy the requirements for a financial assurance instrument in applying for a permit to operate a scrap tire processing facility.

Now therefore, in consideration of the issuance of Permit No. \_\_\_\_\_ by the department to, \_\_\_\_\_ (City/County), Missouri for the operation of a scrap tire processing facility and in consideration of the mutual covenants contained herein, the department and \_\_\_\_\_ (City/County), Missouri hereby agree as follows:

1. \_\_\_\_\_ (City/County), Missouri is hereby bound unto the department in the sum of \$ \_\_\_\_\_ and hereby authorizes the Director of the Department of Natural Resources, or designee, to collect said sum from any funds being disbursed or to be disbursed by the state of Missouri to \_\_\_\_\_ (City/County), Missouri upon failure of \_\_\_\_\_ (City/County), Missouri to close the scrap tire processing facility in accordance with the requirements of the Law, the regulations duly promulgated thereunder and the approved closure plans.

2. Should the department find that \_\_\_\_\_ (City/County), Missouri has failed to properly close the scrap tire processing facility, the department shall notify \_\_\_\_\_ (City/County), Missouri of such finding and pursuant to 260.235, RSMo shall afford the opportunity for administrative and judicial review of such finding.

3. \_\_\_\_\_ (City/County), Missouri hereby authorizes the Director of the Department of Revenue and the State Treasurer to withhold from any funds being disbursed or to be disbursed or to be disbursed by the state of Missouri to \_\_\_\_\_ (City/County), Missouri the sum of \$ \_\_\_\_\_ upon receiving notice from the Director of the Department of Natural Resources of \_\_\_\_\_ (City/County), Missouri's failure to properly close the scrap tire processing facility.

4. This contract shall terminate upon written notice from the department that \_\_\_\_\_ (City/County), Missouri is released from the requirements is released from the requirements for a financial assurance instrument for closure as required by the Law and the rules promulgated thereunder.

5. If \_\_\_\_\_ (City/County), Missouri desires to terminate this contract prior to completing proper closure for the scrap tire processing facility it must:

- (a) send a notice of termination in writing addressed and delivered to the department 120 days before that termination will occur; and
- (b) post with the department an acceptable alternative financial assurance instrument, as provided for by the Law or by any rules adopted pursuant to the Law within 90 days after the notice of termination is received by the department; and
- (c) receive a written acknowledgment from the department of receipt by the department of an acceptable alternative financial assurance instrument.

6. If \_\_\_\_\_ (City/County), Missouri does not provide an acceptable alternative financial assurance instrument within the time limit specified above, this contract shall remain in effect until terminated as specified in 4. of this contract.

7. \_\_\_\_\_ (City/County), Missouri has by resolution attached hereto as Attachment A and which by this reference is incorporated herein and expressly made a part of this agreement, authorized the signatory hereof to execute this contract of obligation and bind \_\_\_\_\_ (City/County), Missouri to the terms thereof.

8. The effective date of this contract is the date this contract is signed by the Director of the Department of Natural Resources.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS**

CITY/COUNTY		DATE
BY (NAME AND TITLE OF SIGNATORY AGENT) PRINTED OR TYPED		SIGNATURE OF SIGNATORY AGENT
(DIRECTOR, MISSOURI DEPARTMENT OF NATURAL RESOURCES)		DATE