

A RESOLUTION AUTHORIZING THE
MAYOR AND RECORDER TO EXECUTE
AGREEMENT WITH VALLEY LANDFILLS,
INC.)

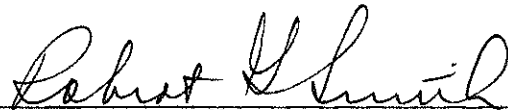
RESOLUTION NO. 17
for 1983

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon
are hereby authorized and directed to execute Agreement with
VALLEY LANDFILLS, INC. relative to the Lebanon Landfill.

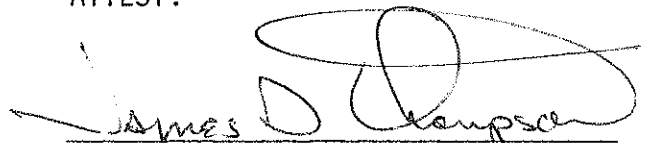
A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 6 for and 0
against and approved by the Mayor this 29th day of June, 1983.



Mayor

ATTEST:



Recorder

AGREEMENT

The CITY OF LEBANON, an Oregon municipal corporation, (hereinafter called "City") and VALLEY LANDFILLS, INC. (hereinafter called "Valley") recite and agree as follows:

1. On or about _____, 197__, the City of Lebanon and the County of Linn entered into a written agreement for the establishment and operation of a solid waste disposal site on joining parcels of real property owned by the City of Lebanon and the County of Linn, respectively. Pursuant to that agreement, Valley was awarded a franchise by the County of Linn for the operation and maintenance of the said site.
2. The said site is no longer suitable for a solid waste disposal site and all parties, including the County of Linn, have agreed that said site shall be terminated as a solid waste disposal site effective July 15, _____, 1983. This agreement, however, shall pertain only to that portion of the said solid waste disposal site which is owned by the City of Lebanon.
3. The parties anticipate entering into an agreement for the lease by Valley from City of a portion of the property previously used as a solid waste disposal site. In partial consideration of the City agreeing to enter into such a lease, Valley agrees to perform all of the terms and conditions of this agreement in connection with the closure of said site for the disposal of solid waste.
4. Valley agrees to undertake the closure of the solid waste disposal site and, in connection therewith, to meet and perform all requirements of the Oregon Department of Environmental Quality, the County of Linn, and other applicable governmental laws, ordinance or regulations reasonably related thereto.
5. Valley agrees to place not less than three (3) feet of soil over the landfill site, the final lift of said soil being of a quality and quantity sufficient to sustain a cover crop; in addition to said top soil, Valley shall also place another two (2) feet of soil on that portion of site below the U.S.G.S. elevation of 329 feet.
6. Valley agrees to fertilize and seed all areas which were disturbed by the previous landfill operation as directed by the City.
7. Valley agrees to purchase and install such number as agreed to by City and Valley under the existing road leading to the shooting range, such as to insure proper drainage under said road. Valley also agrees to leave the said road to the shooting range in equal or better condition after the completion of the closure of the landfill than exists at the present time.

8. Valley agrees to be responsible for, and to pay, any fire suppression costs incurred by the City and/or Rural Fire Department at the closed landfill site.

9. Valley agrees to maintain and monitor, if necessary, the existing monitoring wells on the property for so long as the lease between Valley and City for the transfer station exists.

10. Valley agrees to be responsible for, including any costs associated therewith, any leachate that may drain from the area of the old solid waste disposal site into lower elevation areas. The responsibility of Valley pursuant to this paragraph shall continue so long as the transfer station lease remains in effect.

11. Valley agrees to install a locked gate on the shooting range road, together with fences and other physical barriers, such as to prevent unauthorized vehicular access to the shooting range. Keys to the gate shall be provided to the City.

12. Valley shall be responsible for coordinating any logging done on the property, as selected or instructed by the City, and all revenue from any such logging shall be paid to the City.

13. Valley agrees to monitor the area of the closed solid waste disposal site and to correct any depressions or erosions in the landfill area for so long as the transfer station lease between Valley and the City exists. Valley also agrees to respond to, and take reasonable steps to remedy, any environmental or health problems identified by City, the County of Linn, or the Department of Environmental Quality, associated with the previous solid waste disposal site.

14. Valley agrees to plant such trees on the area of the old solid waste disposal site as may be directed by the City. Valley also agrees to plant site obscuring trees as a buffer between the old solid waste disposal site and adjoining properties or highways, as may be directed by the City.

Date: 7/15/83

Robert L. Leitch
Mayor

Date: 7/15/83

James D. Chapman
Recorder

Date: 7/15/83

By: William B. Webber
Valley Landfills, Inc.