

RESOLUTION NO. 2021-06

**A RESOLUTION AUTHORIZING CONTRACTS OF OBLIGATION**

**WHEREAS** Sevier County, Arkansas, deems it necessary and proper to enter into Contracts of Obligation relevant to the Sevier County Landfill and Sevier County Transfer Station with the Arkansas Department of Energy and Environment, Division of Environmental Quality as authorized by Arkansas Code Annotated § 8-6-1603.

**NOW, THEREFORE, BE IT RESOLVED** by the above named county that Greg Ray, as the Signatory Agent of Sevier County, is hereby authorized to enter into the Contracts of Obligation affixed hereto and to sign the Contracts of Obligation on behalf of the above named county.

**PASSED, APPROVED, AND ADOPTED** this 12<sup>th</sup> day of July, 2021.

APPROVED: \_\_\_\_\_

Greg Ray, Sevier County Judge

DATED: 7-12-2021

ATTEST: \_\_\_\_\_

Deborah K. Akin  
Deborah K. Akin, Sevier County Clerk

IRREVOCABLE CONTRACT OF OBLIGATION

RECITALS

WHEREAS, owners/operators of solid waste management facilities are required to provide financial assurances to the Arkansas Department of Energy and Environment, Division of Environmental Quality (hereinafter "DEQ") to ensure that sufficient funds are available to meet the costs of closure or post closure;

WHEREAS, county governments as owners or operators of solid waste management facilities may utilize an alternate method of providing financial assurance for closure and postclosure care as authorized by Ark. Code Ann. § 8-6-1603 through the issuance of a Contract of Obligation (hereinafter "Contract") to DEQ; and

WHEREAS, DEQ and SEVIER COUNTY (hereinafter "COUNTY"), Arkansas have reached mutually agreed terms and conditions for providing financial assurances through a Contract of Obligation.

TERMS AND CONDITIONS

COUNTY hereby offers and DEQ hereby accepts this Contract of Obligation as financial assurance pursuant to Ark. Code Ann. § 8-6-1603(d)(4):

1. Pursuant to Arkansas Pollution Control and Ecology Commission (hereinafter "APC&EC") Reg. 22.1405(n), the contract is a binding, enforceable agreement and is irrevocable unless terminated in accordance with Paragraph 19 herein.