

# Corporate guarantee for final closure, post-closure care, corrective measures, and/or scrap tire transporter final closure

Guarantee made this \_\_\_\_\_ by \_\_\_\_\_, a  
Date Name of guaranteeing entity  
business corporation organized under the laws of the state of \_\_\_\_\_,  
Name of state  
herein referred to as guarantor, to the Ohio Environmental Protection Agency ("Ohio EPA"), obligee on behalf of our subsidiary \_\_\_\_\_  
Name of Owner or Operator  
of \_\_\_\_\_.  
Business address

## Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in paragraph (K) of rules 3745-27-15, 3745-27-16, and/or paragraph (L) of rule 3745-27-18 of the Administrative Code.

2. \_\_\_\_\_ ("Owner or Operator")  
Name of Owner or Operator

responsible for the following solid waste facility(ies) or scrap tire transporter(s) covered by this guarantee:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip, County \_\_\_\_\_

Final Closure Cost: \$ \_\_\_\_\_

Post Closure Cost: \$ \_\_\_\_\_

Scrap Tire Final Closure Cost: \$ \_\_\_\_\_

Corrective Measures Cost: \$ \_\_\_\_\_

3. "Final closure/post-closure plans, and/or "corrective measures plans" as used below refer to the plans maintained as required by Chapter 3745-27 of the Administrative Code for the final closure, post-closure care, and corrective measures of a facility, as identified above.

4. For value received from Owner or Operator, guarantor guarantees to the Ohio EPA that in the event that Owner or Operator fails to perform (*insert one of the following*

choices: "final closure," "post-closure care," "final closure and post-closure care," or "corrective measures") \_\_\_\_\_ of the above facility in accordance with the final closure/post-closure care plans or corrective measures plans and other permit requirements, as applicable, or, for a scrap tire transporter, in the event the Owner or Operator fails to remove and properly dispose of any accumulation of scrap tires delivered to a location not authorized to receive scrap tires by paragraph (C)(1) of rule 3745-27-56 of the Administrative Code, or fails to remove and properly dispose of any scrap tires which have been open dumped by the scrap tire transporter, or has been found to be in violation of rule 3745-27-79 of the Administrative Code, the guarantor shall remove and properly dispose of the scrap tires or establish a trust fund as specified in Chapter 3745-27 of the Administrative Code, as applicable, in the name of Owner or Operator in the amount of the current final closure, post-closure care, scrap tire transporter final closure, and/or corrective measures cost estimates as specified in Chapter 3745-27 of the Administrative Code.

5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send notice to the director, Ohio EPA, and to the Owner or Operator, not later than ninety days after the end of such fiscal year, by certified mail or any other form of mail accompanied by a receipt, that he intends to provide alternate financial assurance as specified in Chapter 3745-27 of the Administrative Code, in the name of Owner or Operator. Not later than one hundred twenty days after the end of such fiscal year, the guarantor shall establish such alternate financial assurance unless Owner or Operator has done so.

6. The guarantor agrees to notify the director by certified mail or any other form of mail accompanied by a receipt, of a voluntary or involuntary proceeding under "Title 11 (bankruptcy)," U.S. Code, naming guarantor as debtor, not later than ten days after commencement of the proceeding.

7. Guarantor agrees that not later than thirty days after being notified by the director of a determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor of final closure, post-closure care, corrective measures, and/or scrap tire transporter final closure, he shall establish alternate financial assurance as specified in Chapter 3745-27 of the Administrative Code, in the name of Owner or Operator unless Owner or Operator has done so.

8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the final closure/post-closure care plan and/or corrective measures plan, amendment or modification of the permit or registration certification, the extension or reduction of the time of performance of final closure, post-closure care, and/or corrective measures, or any other modification or alteration of an obligation of the Owner or Operator pursuant to Chapter 3745-27 of the Administrative Code.

9. Guarantor agrees to remain bound under this guarantee for so long as Owner or Operator shall comply with the applicable financial assurance requirements of Chapter 3745-27 of the Administrative Code for the above listed facilities and/or scrap tire transporter, except that guarantor may cancel this guarantee by sending notice by certified mail or any other form of mail accompanied by a receipt to the director and Owner or Operator, such cancellation to become effective not earlier than one hundred twenty days after receipt of such notice by both Ohio EPA and Owner or Operator, as evidenced by the return receipts.

10. Guarantor agrees that if Owner or Operator fails to provide alternate financial assurance as specified in Chapter 3745-27 of the Administrative Code, and obtain written approval of such alternate financial assurance from the director not later than ninety days after a notice of cancellation by the guarantor is received by the director from guarantor, guarantor shall provide such alternate financial assurance in the name of Owner or Operator.

11. Guarantor expressly waives notice of acceptance of this guarantee by the Ohio EPA or by Owner or Operator. Guarantor also expressly waives notice of amendments or modifications of the solid waste facility permit(s) or registration(s) or the scrap tire transporter registration.

I hereby certify that the wording of this guarantee is identical to the wording specified in paragraph (G) of rule 3745-27-17 of the Administrative Code as such rule was constituted on the date first above written.

Effective date: \_\_\_\_\_

\_\_\_\_\_  
Name of guarantor

\_\_\_\_\_  
Authorized signature for guarantor

\_\_\_\_\_  
Name of person signing

\_\_\_\_\_  
Title of person signing

\_\_\_\_\_  
Signature of witness or notary