

A local government guarantee, as specified in Reg.22.1405 (h), must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

## **LOCAL GOVERNMENT GUARANTEE FOR CLOSURE, POST-CLOSURE CARE, or CORRECTIVE ACTION**

Guarantee made this [date] by [name of local government], Arkansas, herein referred to as guarantor. This guarantee is made on behalf of the [owner or operator] of [business address], which is [one of the following: “a county organized under the laws of the State of Arkansas,” “a municipality incorporated under the laws of the State of Arkansas,” or “an agency created by an interlocal agreement under the laws of the State of Arkansas”], to the Arkansas Department of Environmental Quality (ADEQ).

### **RECITALS**

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in Reg.22.1405 (f) and (h).
2. [Owner or operator] owns or operates the following solid waste management facility(ies) covered by this guarantee: [List for each facility: Permit Number, AFIN, name and address. Indicate for each whether guarantee is for closure, post-closure care, both, or corrective action.]
3. “Closure plans” and “post-closure plans” and “corrective action plans” as used below refer to the plans maintained as required by Reg.22.1301 (c) and Reg.22.1302 (d) and Reg.22.1208 for the closure, post-closure care, and corrective action of facilities as identified above.
4. For value received from [owner or operator], guarantor guarantees to the Department that in the event that [owner or operator] fails to perform [insert “closure,” “post-closure care”, “closure and post-closure care”, or “corrective action”] of the above facility(ies) in accordance with the closure, post-closure plans, corrective action plans, and other permit or interim status requirements whenever required to do so, the guarantor shall do so or establish a fully funded trust fund as specified in Reg.22.1405 (h)(1)(i)(B), as applicable, in the name of [owner or operator] in the amount of the current closure, post-closure, or corrective action cost estimates as specified in Reg.22.1402, Reg.22.1403, and Reg.22.1404.
5. The guarantee will remain in force unless the guarantor sends notice of cancellation by certified mail to the owner or operator and to the Director. Cancellation may not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the owner or operator and the Director, as evidenced by the return receipts.
6. If the guarantee is canceled, the owner or operator must, within 90 days following receipt of the cancellation notice by the owner or operator and the Director, obtain alternate financial assurance, place evidence of alternate financial assurance in the facility operating record, and furnish the alternate financial assurance to the Director for approval.
7. If the owner or operator fails to provide alternate financial assurance within the 90-day period, the guarantor must provide alternate financial assurance within 120 days following the guarantor’s notice of cancellation, place evidence of alternate financial assurance in the facility operating record, and furnish the alternate financial assurance to the Director for approval.
8. The guarantor agrees to notify the Director by certified mail, of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.

9. Guarantor agrees that within 30 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 closure or post-closure care, he shall establish alternative financial assurance as specified in Reg.22.1405 (h)(1)(iii), as applicable, in the name of [owner or operator] unless [owner of operator] has done so.
10. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the closure or post-closure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or post-closure, or any other modification or alteration of an obligation of the owner or operator pursuant to Regulation No. 22.
11. Guarantor agrees to remain bound under this guarantee for as long as [owner or operator] must comply with the applicable financial assurance requirements of Chapter 14 of Regulation No. 22 for the above-listed facilities, except as provided in paragraph 10 of this agreement.
12. Guarantor may terminate this guarantee 120 days following the receipt of notification, through certified mail, by the Director and by [the owner or operator].
13. Guarantor agrees that if [owner or operator] fails to provide alternate financial assurance as specified in Chapter 14 of Regulation No. 22, as applicable, and obtain written approval of such assurance from the Director within 90 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].
14. Guarantor expressly waives notice of acceptance of this guarantee by the Department or by [owner or operator]. Guarantor also expressly waives notice of amendments or modifications of the closure and/or post-closure plan and of amendments or modifications of the facility permit(s).

I hereby certify that the wording of this guarantee is identical to the wording specified in APC&EC Regulation 22.1405 (h) as such regulations were 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: \_\_\_\_\_

**RCRA SUBTITLE D FINANCIAL ASSURANCE CHECKLIST**

**LOCAL GOVERNMENT GUARANTEE  
GUARANTOR'S INFORMATION**

Facility Name: \_\_\_\_\_ Permit No. \_\_\_\_\_

FINANCIAL TEST: An owner or operator with the financial assets to absorb the costs of closure, post-closure care, and corrective action may comply with financial assurance requirements by using the financial test.

GUARANTEE COVERS:  Closure  Post-Closure Care  Corrective Action

Guarantor's Name: \_\_\_\_\_

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

Contact Person/Title: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

Guarantor's Fiscal Year Ends: \_\_\_\_\_

Closure Cost Estimate (Agency Approved): \_\_\_\_\_

Source Document / Date: \_\_\_\_\_

Post-Closure Cost Est. (Agency Approved): \_\_\_\_\_

Source Document / Date: \_\_\_\_\_

Corrective Action (Agency Approved): \_\_\_\_\_

Source Document / Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

**RCRA SUBTITLE D FINANCIAL ASSURANCE CHECKLIST**  
**GUARANTOR'S FINANCIAL TEST FOR CLOSURE, POST-CLOSURE, or CORRECTIVE ACTION**  
 (Select Appropriate Care)

YES	NO	QUESTION
<input type="checkbox"/>	<input type="checkbox"/>	Has the guaranteeing government passed the local government financial test?
<input type="checkbox"/>	<input type="checkbox"/>	Has a written guarantee been provided by the local government?
<input type="checkbox"/>	<input type="checkbox"/>	Does the written guarantee require the local government to perform or pay a third party for closure, post-closure or corrective action costs or establish a fully funded trust to cover such costs?