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3745-27-17 **Wording of financial assurance instruments.**

(A)

(1) A trust agreement for a trust fund as specified in paragraph (F) of rules 3745-27-15, 3745-27-16, ~~and/or~~or paragraph (G) of rule 3745-27-18 of the Administrative Code, must be worded as follows on forms prescribed by the director, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

"Trust agreement"

Trust agreement. The "agreement," entered into as of [date] by and between [name of the owner or operator], a [state] [corporation, partnership, association, proprietorship], the "grantor," and [name of corporate trustee], ["incorporated in the state of _____" or "a national bank"], the "trustee."

Whereas, the Ohio Environmental Protection Agency, ("Ohio EPA"), has established certain rules applicable to the grantor, requiring that the owner or operator of a solid waste facility or a scrap tire transporter provide assurance that funds will be available when needed for final closure, post-closure care, ~~and/or~~or, corrective measures at the facility, or for scrap tire transporter final closure.

Whereas, the grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein.

Whereas, the grantor, acting through its duly authorized officers, has selected the trustee to be the trustee under this agreement, and the trustee is willing to act as trustee,

Now, therefore, the grantor and the trustee agree as follows:

Section 1. Definitions. As used in this agreement:

(a) The term "grantor" means the owner or operator who enters into this agreement and any successors or assigns of the grantor.

(b) The term "trustee" means the trustee who enters into this agreement and any successor trustee.

(c) The term "director" means the director of the Ohio EPA or his designee.

Section 2. Identification of facilities and cost estimates. This agreement pertains to a solid waste facility ~~and/or~~or a scrap tire transporter and cost estimates identified on attached schedule A [on schedule A, for each facility

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and scrap tire transporter list the name, address, and the current final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimates, or portions thereof, for which financial assurance is demonstrated by this agreement].

Section 3. Establishment of fund. The grantor and the trustee hereby establish a trust fund, the "fund," for the benefit of the Ohio EPA. The grantor and the trustee intend that no third party have access to the fund except as herein provided. The fund is established initially as consisting of the property, which is acceptable to the trustee, described in schedule B attached hereto. Such property and any other property subsequently transferred to the trustee is referred to as the fund, together with all earnings and profits thereon, less any payments or distributions made by the trustee pursuant to this agreement. The fund will be held by the trustee, in trust, as hereinafter provided. The trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the grantor, any payments necessary to discharge any liabilities of the grantor established by the Ohio EPA.

Section 4. Payment for final closure and post-closure care, scrap tire transporter final closure, and corrective measures. The trustee will make such payments from the fund as the director will direct, in writing, to provide for the payment of the costs of final closure, post-closure care, ~~and/or~~or corrective measures at the facility or scrap tire transporter final closure covered by this agreement. The trustee will reimburse the grantor or other persons as specified by the director from the fund for final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures expenditures in such amounts as the director will direct, in writing. In addition, the trustee will refund to the grantor such amounts as the director specifies in writing. Upon refund, such funds will no longer constitute part of the fund as defined herein.

Section 5. Payments comprising the fund. Payments made to the trustee for the fund will consist of cash or securities acceptable to the trustee.

Section 6. Trustee management. The trustee will invest and reinvest the principal and income of the fund and keep the fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the grantor may communicate in writing to the trustee periodically, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the fund, the trustee will discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

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(a) Securities or other obligations of the grantor, or any other owner or operator of the facilities or scrap tire transporter, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. section 80a-2(a), will not be acquired or held, unless they are securities or other obligations of the federal or a state government;

(b) The trustee is authorized to invest the fund in time or demand deposits of the trustee, to the extent insured by an agency of the federal or state government;

(c) The trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 7. Commingling and investment. The trustee is expressly authorized in its discretion:

(a) To transfer periodically any or all of the assets of the fund to any common, commingled, or collective trust fund created by the trustee in which the fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein;

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. sections 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the trustee. The trustee may vote such shares in its discretion.

Section 8. Express powers of trustee. Without in any way limiting the powers and discretion conferred upon the trustee by the other provisions of this agreement or by law, the trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the trustee will be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even

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though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the trustee will at all times show that all such securities are part of the fund;

(d) To deposit any cash in the fund in interest-bearing accounts maintained or savings certificates issued by the trustee, in its separate corporate capacity, or in any other banking institution affiliated with the trustee, to the extent insured by an agency of the federal or state government;

(e) To compromise or otherwise adjust all claims in favor of or against the fund.

Section 9. Taxes and expenses. All taxes of any kind that may be assessed or levied against or in respect of the fund and all brokerage commissions incurred by the fund will be paid from the fund. All other expenses, proper charges, and disbursements, incurred by the trustee in connection with the administration of this trust, including fees for legal services rendered to the trustee, the compensation of the trustee to the extent not paid directly by the grantor, and all other proper charges and disbursements of the trustee will be paid from the fund. Expenses, proper charges, and disbursements include fees for legal services, rendered to the trustee and the compensation of the trustee to the extent the grantor fails to compensate the trustee pursuant to section 12.

Section 10. Annual valuation. The trustee will annually, not later than thirty days prior to the anniversary date of the establishment of the fund, furnish to the grantor and to the director a statement confirming the value of the trust. Any securities in the fund will be valued at market value as of no more than sixty days prior to the anniversary date of establishment of the fund. The failure of the grantor to object in writing to the trustee not later than ninety days after the statement has been furnished to the grantor and the director will constitute a conclusively binding assent by the grantor, barring the grantor from asserting any claim or liability against the trustee with respect to matters disclosed in the statement.

Section 11. Advice of counsel. The trustee may periodically consult with counsel, who may be counsel to the grantor, with respect to any question arising as to the construction of this agreement or any action to be taken hereunder. The trustee will be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee compensation. The trustee will be entitled to reasonable

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compensation from the grantor for the trustee's services as agreed upon in writing periodically with the grantor.

Section 13. Successor trustee. The trustee may resign or the grantor may replace the trustee, but such resignation or replacement shall not be effective until the grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee will have the same powers and duties as those conferred upon the trustee hereunder. Upon the successor trustee's acceptance of the appointment, the trustee will assign, transfer, and pay over to the successor trustee the funds and properties then constituting the fund. If for any reason the grantor cannot or does not act in the event of the resignation of the trustee, the trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the grantor, the director, and the present trustee by certified mail not later than ten days before such change becomes effective. Any expenses incurred by the trustee as a result of any of the acts contemplated by this section will be paid as provided in section 9.

Section 14. Instructions to the trustee. All orders, requests, and instructions by the grantor to the trustee will be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the grantor may designate by amendment to Exhibit A. The trustee will be fully protected in acting without inquiry in accordance with the grantor's orders, requests, and instructions. All orders, requests, and instructions by the director to the trustee will be in writing, signed by the director, and the trustee will act and will be fully protected in acting in accordance with such orders, requests, and instructions. The trustee will have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the grantor or the director hereunder has occurred. The trustee will have no duty to act in the absence of such orders, requests, and instructions from the grantor ~~and/or~~or the director except as provided for herein.

Section 15. Notice of nonpayment. The trustee will notify the grantor and the director by certified mail not later than ten days after the expiration of the thirty-day period following the anniversary of the establishment of the trust, if no payment is received from the grantor during the period. After the pay-in period is completed, the trustee is not required to send a notice of nonpayment.

Section 16. Amendment of agreement. This agreement may be amended by an instrument in writing executed by the grantor, the trustee, and the director, or by the trustee and the director if the grantor ceases to exist.

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Section 17. Irrevocability and termination. Subject to the right of the parties to amend this agreement as provided in section 16, this trust will be irrevocable and will continue until termination at the written agreement of the grantor, the trustee, and the director, or by the trustee and the director if the grantor ceases to exist. Upon termination of the trust, all remaining trust property, less final trust administration expenses, will be delivered to the grantor, unless the trust is a standby trust fund created in accordance with paragraph (G), (H), or (I) of rule 3745-27-15, 3745-27-16, or paragraph (H), (I), or (J) of 3745-27-18 of the Administrative Code, in which case all remaining trust property, less final trust administration expenses, will be delivered to the provider of the financial assurance.

Section 18. Immunity and indemnification. The trustee will not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this trust, or in carrying out any directions by the grantor or the director issued in accordance with this agreement. The trustee will be indemnified and saved harmless by the grantor or from the trust fund, or both, from and against any personal liability to which the trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the grantor fails to provide such defense.

Section 19. Choice of law. This agreement will be administered, construed, and enforced according to the laws of the state of Ohio.

Section 20. Interpretation. As used in this agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this agreement will not affect the interpretation or the legal efficacy of this agreement.

In witness whereof the parties have caused this agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: the parties below certify that the wording of this agreement is identical to the wording specified in paragraph (A)(1) of rule 3745-27-17 of the Administrative Code as such rule was constituted on the date first above written.

[Signature of grantor]

[Title]

Attest:

[Title]

[Seal]

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[Signature of trustee]

Attest:

[Title]

[Seal]"

(2) The following is an example of the certification of acknowledgment, which must accompany the trust agreement for a trust fund as specified in paragraph (F) of rules 3745-27-15, 3745-27-16, ~~and/or~~or in paragraph (G) of rule 3745-27-18 of the Administrative Code:

"State of_____

County of_____

On this [date], before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is [title] of [corporation], and the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that she/he signed her/his name thereto by like order.

[Signature of notary public]"

[Comment: As required in paragraph (F)(2) of rules 3745-27-15, 3745-27-16, or paragraph (G)(2) of rule 3745-27-18 of the Administrative Code, the trust agreement must be accompanied by a formal certification of acknowledgment. The previous paragraph is only an example.]

(B) A surety bond guaranteeing payment into a trust fund, as specified in paragraph (G) of rules 3745-27-15, 3745-27-16, ~~and/or~~or in paragraph (H) of rule 3745-27-18 of the Administrative Code, must be worded as follows on forms prescribed by the director, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

"Financial guarantee bond

Date bond executed:_____

Effective date:_____

Principal: [legal name and business address of owner or operator]

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Type of organization: [insert "individual," "joint venture," "partnership," or "corporation"]

State of incorporation:_____

Surety(ies): [name(s) and business address(es)]

Name, address, and final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures amount(s) for each facility or scrap tire transporter guaranteed by this bond [indicate final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures amounts separately]:

$_____

Total penal sum of bond: $_____

Surety's bond number:_____

Know all persons by these presents, that we, the principal and surety(ies) hereto are firmly bound to the Ohio Environmental Protection Agency ("Ohio EPA"), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; provided that, where the surety(ies) are corporations acting as co-sureties, we, the sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each surety binds itself, jointly and severally with the principal, for the payment of such sum only as is set forth opposite the name of such surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas, said principal is required to have an Ohio EPA permit(s) or registration, in order to operate each solid waste facility identified above, or a scrap tire transporter registration;

Whereas, said principal is required to provide financial assurance for final closure, or final closure and post-closure care, or post-closure care, or corrective measures of the facility or scrap tire transporter final closure as a condition of Chapter 3734. of the Revised Code;

Whereas said principal shall establish a standby trust fund in accordance with rule 3745-27-15, 3745-27-16, or 3745-27-18 of the Administrative Code,

Now, therefore, for solid waste facility, the conditions of the obligation are such that if the principal shall faithfully, before the beginning of final closure, post-closure care ~~and/or~~or corrective measures, of each facility identified above, fund the standby trust fund in the amount identified above for the facility,

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Now, therefore, for a scrap tire transporter, the conditions of the obligation are such that if the principal shall faithfully, before the registration certificate expires, fund the standby trust fund in the amount identified above for the scrap tire transporter,

Or, if the principal shall fund the standby trust fund in such an amount not later than fifteen days after an order to begin final closure is issued by the director, or an Ohio court, or a U.S. district court, or other court of competent jurisdiction, or not later than fifteen days after a notice of revocation of the solid waste facility license or the denial, suspension, or revocation of the registration certificate,

Or, if the principal shall provide alternate financial assurance in accordance with rule 3745-27-15, 3745-27-16, or 3745-27-18 of the Administrative Code, as applicable, and obtain the director's written approval of such alternate financial assurance, not later than ninety days after the first day that notice of cancellation has been received by both the principal and the director from the surety(ies), then this obligation will be null and void; otherwise it is to remain in full force and effect.

The surety(ies) shall become liable on this bond obligation only when the principal has failed to fulfill the conditions described above. Upon notification by the director that the principal has failed to perform as guaranteed by this bond, the surety(ies) shall place funds in the amount guaranteed for the facility ~~and/or~~or scrap tire transporter into the standby trust fund as directed by the director.

The liability of the surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the surety(ies) hereunder exceed the amount of said penal sum.

The surety(ies) may cancel the bond by sending notice of cancellation by certified mail or any other form of mail accompanied by a receipt to the principal and to the director, provided, however, that cancellation shall not occur during the one hundred twenty day period beginning on the first day of receipt of the notice of cancellation by both the principal and the director, as evidenced by the return receipt(s).

The principal may terminate this bond by sending written notice to the surety(ies), provided, however, that no such notice shall become effective until the surety(ies) receive(s) written authorization for termination of the bond by the director.

[The following paragraph is an optional rider that may be included but is not required.]

Principal and surety(ies) hereby agree to adjust the penal sum of the bond annually so that it guarantees a new final closure, post-closure care, scrap tire transporter final closure, or corrective measures amount, provided that the penal sum does not

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increase by more than twenty per cent in any one year, and no decrease in the penal sum takes place without the written permission of the director.

In witness whereof, the principal and surety(ies) have executed this financial guarantee bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the principal and surety(ies) and that the wording of this surety bond is identical to the wording specified in paragraph (B) of rule 3745-27-17 of the Administrative Code as such rule was constituted on the date this bond was executed.

Principal

Signature(s):_____

Name(s) and title(s) [typed]:_____

Corporate seal:

Corporate surety(ies)

Name and address:_____

State of incorporation:_____

Liability limit: $_____

Signature(s):_____

Name(s) and title(s) [typed]:_____

Corporate seal:

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for surety above.]

Bond premium: $_____"

(C) A surety bond guaranteeing performance of final closure, post-closure care, scrap tire transporter final closure, or corrective measures, as specified in paragraph (H) of rules 3745-27-15, 3745-27-16, ~~and/or~~or paragraph (I) of rule 3745-27-18 of the Administrative Code, must be worded as follows on forms prescribed by the director, except that instructions in brackets are to be replaced by the relevant information and the brackets deleted:

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"Performance bond

Date bond executed:_____

Effective date:_____

Principal: [legal name and business address of owner or operator]

Type of organization: [insert "individual," "joint venture," "partnership," or "corporation"]

State of incorporation:_____

Surety(ies): [name(s) and business address(es)]

Name, address, and final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures amount for each facility or scrap tire transporter guaranteed by this bond [indicate final closure, post-closure care, scrap tire transporter final closure, and corrective measures amounts separately]: $_____

Total penal sum of bond: $_____

Surety's bond number:_____

Know all persons by these presents, that we, the principal and surety(ies) hereto are firmly bound to the Ohio Environmental Protection Agency ("Ohio EPA"), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the surety(ies) are corporations acting as co-sureties, we, the sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each surety binds itself, jointly and severally with the principal, for the payment of such sum only as is set forth opposite the name of such surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas, said principal is required to have an Ohio EPA permit(s) or registration in order to operate each solid waste facility or scrap tire transporter identified above, and

Whereas said principal is required to provide financial assurance for final closure, or final closure and post-closure care, or post-closure care, or corrective measures as a condition of the permit(s) or registration(s), and

Whereas said principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

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Now, therefore, for a solid waste facility, the conditions of this obligation are such that if the principal shall faithfully perform final closure whenever required to do so, of each facility for which this bond guarantees final closure, in accordance with the final ~~closure/post-closure~~closure or post-closure care plan, and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

And, for a solid waste facility, if the principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the final ~~closure/post-closure~~closure or post-closure care plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

And, for a solid waste facility, if the principal shall faithfully perform corrective measures at each facility for which this bond guarantees corrective measures in accordance with the corrective measures plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

Now, for a scrap tire transporter, if the principal shall faithfully perform the activities specified in paragraph (H)(4)(b) of rule 3745-27-15 of the Administrative Code for which this bond guarantees, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

Or, if the principal shall provide alternate financial assurance as specified in rules 3745-27-15, 3745-27-16, ~~and/or~~or 3745-27-18 of the Administrative Code and obtain the director's written approval of such alternate financial assurance not later than ninety days after the date notice of cancellation is received by both the principal and the director from surety(ies), then this obligation will be null and void, otherwise it is to remain in full force and effect.

The surety(ies) shall become liable on this bond obligation only when the principal has failed to fulfill the conditions described above.

[The following paragraph is only required for those solid waste facilities required to conduct final closure activities and should not be included in surety bonds for scrap tire transporters.]

Upon notification by the director that the principal has been found in violation of the final closure requirements of [Insert "rule 3745-27-11 of the Administrative Code," if the facility is a municipal solid waste landfill facility or scrap tire monocell facility, "rule 3745-29-11 of the Administrative Code," if the facility is an industrial solid waste landfill facility, "rule 3745-30-09 of the Administrative

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Code," if the facility is a residual solid waste landfill facility, "rule 3745-27-23 of the Administrative Code," if the facility is a solid waste transfer facility, "~~rule 3745-27-47~~Chapter 3745-560 of the Administrative Code," if the facility is a composting facility, "rule 3745-27-53 of the Administrative Code," if the facility is a solid waste incinerator, "rule 3745-27-66 of the Administrative Code," if the facility is a scrap tire storage or recovery facility, or "rule 3745-27-73 of the Administrative Code," if the facility is a scrap tire monofill], for a facility for which this bond guarantees performance of final closure, the surety(ies) shall either perform final closure in accordance with the final ~~closure/post-closure~~closure or post-closure care plan and other permit or registration requirements or place the final closure amount guaranteed for the facility into the standby trust fund as directed by the director.

[The following paragraph is only required for sanitary landfill facilities, because only they are required to conduct post-closure care activities.]

Upon notification by the director that the principal has been found in violation of the post-closure care requirements of rule 3745-27-14, 3745-29-14, 3745-30-10, or 3745-27-74 of the Administrative Code, whichever is applicable, for a facility for which this bond guarantees performance of post-closure care, the surety(ies) shall either perform post-closure care in accordance with the final ~~closure/post-closure~~closure or post-closure care plan and other permit requirements or place the post-closure care amount guaranteed for the facility into the standby trust fund as directed by the director.

[The following paragraph is only required for municipal solid waste landfill facilities, because only they are required to conduct corrective measures activities.]

Upon notification by the director that the principal has been found in violation of the corrective measures requirements of rule 3745-27-10 of the Administrative Code, for a facility for which this bond guarantees performance of corrective measures, the surety(ies) shall either perform the corrective measures in accordance with the corrective measures plan and other permit requirements or place the corrective measures amount guaranteed for the facility into the standby trust fund as directed by the director.

[The following paragraph is only required for scrap tire transporters.]

Upon notification by the director that the principal has failed to remove accumulations of scrap tires, delivered by the scrap tire transporter to a location not authorized to receive scrap tires by paragraph (C)(1) of rule 3745-27-56 of the Administrative Code, or failed 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 surety(ies) shall either perform the required activities in accordance with applicable rules or place

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the amount guaranteed for the scrap tire transporter into the standby trust fund as directed by the director.

Upon notification by the director that the principal has failed to provide alternate financial assurance as specified in rule 3745-27-15, 3745-27-16, or 3745-27-18 of the Administrative Code and obtain written approval of such alternate financial assurance from the director not later than ninety days after receipt by both the principal and the director of a notice of cancellation of the bond, the surety(ies) shall place funds in the amount guaranteed for the facility or scrap tire transporter into the standby trust fund as directed by the director.

The surety(ies) hereby waive(s) notification of amendments to the final ~~closure/post-closure~~ closure or post-closure care plans, permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the surety(ies) hereunder exceed the amount of said penal sum.

The surety(ies) may cancel the bond by sending notice of cancellation by certified mail or any other form of mail accompanied by a receipt to the owner or operator and to the director, provided, however, that cancellation cannot occur during the one hundred twenty day period beginning on the first day of receipt of the notice of cancellation by both the principal and the ~~director as evidenced~~director, as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the surety(ies), provided, however, that no such notice shall become effective until the surety(ies) receive(s) written approval for termination of the bond by the director.

[The following paragraph is an optional rider that may be included but is not required.]

Principal and surety(ies) hereby agree to adjust the penal sum of the bond annually so that it guarantees a new final closure, post-closure care, scrap tire transporter final closure, or corrective measures amount, provided that the penal sum does not increase by more than twenty per cent in any one year, and no decrease in the penal sum occurs without the written approval of the director.

In witness whereof, the principal and surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the principal and surety(ies) and that the

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wording of this surety bond is identical to the wording specified in paragraph (C) of rule 3745-27-17 of the Administrative Code, as such rule was constituted on the date this bond was executed.

Principal

Signature(s):_____

Name(s) and title(s) [typed]:_____

Corporate seal:_____

Corporate surety(ies)

Name and address:_____

State of incorporation:_____

Liability limit: $_____

Signature(s):_____

Name(s) and title(s) [typed]:_____

Corporate seal:

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for surety above.]

Bond premium: $_____"

(D) A letter of credit as specified in paragraph (I) of rules 3745-27-15, 3745-27-16, ~~and/or~~or paragraph (J) of rule 3745-27-18 of the Administrative Code must be worded as follows on forms prescribed by the director, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted [note: A letter of credit may also contain provisions used by the issuing institution in its regular course of business, provided that such provisions do not alter the terms and conditions in this paragraph]:

"Irrevocable standby letter of credit

[Director]

Ohio Environmental Protection Agency

Dear sir or madam: We hereby establish our irrevocable standby letter of credit

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no._____ in your favor, at the request and for the account of [owner's or operator's name and address] up to the aggregate amount of [in words] U.S. dollars ($_____), available upon presentation of

(1) Your sight draft, bearing reference to this letter of credit no._____, and

(2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under the authority of Chapter 3734. of the Revised Code as amended."

This letter of credit is effective as of [date] and will expire on [date of at least one year later], but such expiration date will be automatically extended for a period of [at least one year] on [date] and on each successive expiration date, unless, at least one hundred twenty days prior to the current expiration date, we notify both you and [owner's or operator's name] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event that you are so notified, any unused portion of the credit will be available upon presentation of your sight draft for one hundred twenty days after the first day of receipt by both you and [owner's or operator's name] as evidenced by the return receipts.

Whenever this letter of credit is drawn under and in compliance with the terms of this credit, we will duly honor such draft upon presentation to us, and we will deposit the amount of the draft directly into the standby trust fund by [owner's or operator's name] in accordance with your instructions.

We certify that the wording of this letter of credit is identical to the wording specified in paragraph (D) of rule 3745-27-17 of the Administrative Code as such rule was constituted on the date shown immediately below.

[Signature(s) and title(s) of official(s) of issuing institution] [date]

This credit is subject to [insert "the most recent edition of the "Uniform Customs and Practice for Documentary Credits," published by the International Chamber of Commerce" or "The Uniform Commercial Code"]."

[Comment: In the event that the owner or operator ceases to exist, any unused portion of the credit will be available for the one hundred twenty day period after the date of receipt by the director, as evidenced by the return receipt.]

(E) A certificate of insurance, as specified in paragraph (J) of rules 3745-27-15, 3745-27-16, ~~and/or~~or paragraph (K) of rule 3745-27-18 of the Administrative Code, must be worded as follows on forms prescribed by the director, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

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"Certificate of insurance for final closure, post-closure care, corrective measures, or scrap tire transporter final closure

Name and address of insurer

(Herein called the "insurer"):_____

Name and address of insured

(Herein called the "insured"):_____

Solid waste facilities or scrap tire transporters covered: [list for each facility or scrap tire transporter: name, address, county in which the solid waste facility or scrap tire transporter is located, and the amount of insurance for final closure, post-closure care, scrap tire transporter final closure ~~and/or~~or corrective measures (these amounts for all solid waste facilities or scrap tire transporters covered must total the face amount shown below).]

Face amount: $_____

Policy number:_____

Effective date:_____

The insurer hereby certifies that it has issued to the insured the policy of insurance identified above to provide financial assurance for [insert "final closure," "final closure and post-closure care," "post-closure care," "corrective measures," or "scrap tire transporter final closure"] for the facilities or scrap tire transporters identified above. The insurer further warrants that such policy conforms in all respects with the requirements of paragraph (J) of rules 3745-27-15, 3745-27-16, ~~and/or~~or paragraph (K) of rule 3745-27-18 of the Administrative Code, as applicable as such rules were constituted on the date shown immediately below. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

Whenever requested by the director of the Ohio Environmental Protection Agency, the insurer agrees to furnish to the director a duplicate original of the policy listed above, including all endorsements thereon.

I hereby certify that the wording of this certificate is identical to the wording specified in paragraph (E) of rule 3745-27-17 of the Administrative Code as such rule was constituted on the date shown immediately below.

[Authorized signature for insurer]

[Name of person signing]

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[Title of person signing]

Signature of witness or notary:_____

[Date]"

(F) A letter from the chief financial officer, as specified in paragraph (K) of rules 3745-27-15, 3745-27-16, ~~and/or~~or paragraph (L) of rule 3745-27-18 of the Administrative Code must be worded as follows on forms prescribed by the director, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

"Letter from chief financial officer

[Address to director, Ohio Environmental Protection Agency.]

I am the chief financial officer of [name and address of firm]. This letter is in support of this firm's use of the financial test to demonstrate financial assurance, as specified in Chapter 3745-27 of the Administrative Code.

[Fill out the following three paragraphs regarding solid waste facilities or scrap tire transporters and associated cost estimates. If your firm has no solid waste facilities or scrap tire transporters that belong in a particular paragraph, write "none" in the space indicated. For each solid waste facility or scrap tire transporter, include its name, address, county, and current final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimates and any other environmental obligations, if any. Identify each cost estimate as to whether it is for final closure, post-closure care, scrap tire transporter final closure, or corrective measures.]

(1) This firm is the owner or operator of the following solid waste facilities ~~and/or~~or scrap tire transporters for which financial assurance for final closure, post-closure care, corrective measures, ~~and/or~~or scrap tire transporter final closure is demonstrated through the financial test specified in Chapter 3745-27 of the Administrative Code ~~and/or~~or this firm is the owner or operator of the following facilities for which financial assurance for any other environmental obligations are assured by a financial test. The current final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimates, and any other environmental obligations, provided for by a financial test are shown for each solid waste facility ~~and/or~~or scrap tire transporter: $_____.

(2) This firm guarantees, through the corporate guarantee specified in Chapter 3745-27 of the Administrative Code, the final closure, post-closure care, or

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corrective measures of the following facilities permitted by subsidiaries of this firm or final closure for scrap tire transporters ~~and/or~~or this firm guarantees, through the corporate guarantee, any other environmental obligations of the following facilities permitted by subsidiaries of this firm. The current cost estimates for the final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures, and any other environmental obligations, so guaranteed are shown for each solid waste facility ~~and/or~~or scrap tire transporter final closure: $_____.

(3) This firm is the owner or operator of the following facilities ~~and/or~~or scrap tire transporters for which financial assurance requirements for final closure, scrap tire transporter final closure, post-closure care, or corrective measures ~~and/or~~or any other environmental obligations are satisfied through a financial test other than that required by chapter 3745-27 of the Administrative Code. The current final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimates, ~~and/or~~or any other environmental obligations covered by such financial assurance are shown for each facility ~~and/or~~or scrap tire transporter:

$_____.

This firm [insert "is required" or "is not required"] to file a form 10k with the Securities and Exchange Commission (SEC) for the most recent fiscal year.

The fiscal year of this firm ends on [month, day]. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the most recently completed fiscal year, ended [date].

[Fill in Alternative I if the criteria of paragraph ~~(K)(1)(b)~~(K)(1)(a) of rules 3745-27-15, 3745-27-16, ~~and/or~~or paragraph ~~(L)(1)(b)~~(L)(1)(a) of rule 3745-27-18 of the Administrative Code are used. Fill in Alternative II if the criteria of paragraph ~~(K)(1)(c)~~(K)(1)(b) of rules 3745-27-15, 3745-27-16, ~~and/or~~or of paragraph ~~(L)(1)(c)~~(L)(1)(b) of rule 3745-27-18 of the Administrative Code are used.]

Alternative I

1. Sum of current final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimates, and any other environmental obligations assured by a financial test (total of all cost estimates shown in the three paragraphs above): $_____.

*2. Total liabilities [if any portion of the final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimate is

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included in total liabilities, you may deduct the amount of that portion from this line and add that amount to lines 3 and 4]: $_____.

*3. Tangible net worth: $_____.

*4. Net worth: $_____.

*5. Current assets: $_____.

*6. Current liabilities: $_____.

*7. Net working capital [line 5 minus line 6]: $_____.

*8. The sum of net income plus depreciation, depletion, and amortization minus $10 million: $_____.

*9. Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.): $_____.

		Yes	No
10.	Is line 3 at least $10 million? . . .		
11.	Is line 3 at least 6 times line 1? . . .		
12.	Is line 7 at least 6 times line 1? . . .		
*13.	Are at least 90% of firm's assets located in the U.S.? . . . If not, complete line 14.		
14.	Is line 9 at least 6 times line 1? . . .		
15.	Is line 2 divided by line 4 less than 2.0? . . .		
16.	Is line 8 divided by line 2 greater than 0.1? . . .		
17.	Is line 5 divided by line 6 greater than 1.5? . . .		

Alternative II

1. Sum of current final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimates, and any other environmental obligations assured by a financial test (total of all cost estimates shown in the three paragraphs above): $_____.

2. Current bond rating of most recent issuance of this firm and name of rating service:_____.

3. Date of issuance of bond:_____.

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4. Date of maturity of bond:_____.

*5. Tangible net worth [if any portion of the final closure, post-closure care, scrap tire transporter final closure, and corrective measures cost estimates is included in total liabilities on your firm's financial statements, you may add the amount of that portion to this line]: $_____.

*6. Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.): $_____.

		Yes	No
7.	Is line 5 at least $10 million? . . .		
8.	Is line 5 at least 6 times line 1? . . .		
*9.	Are at least 90% of firm's assets located in the U.S.? . . . If not, complete line 10.		
10.	Is line 6 at least 6 times line 1? . . .		

I hereby certify that the wording of this letter is identical to the wording specified in paragraph (F) of rule 3745-27-17 of the Administrative Code as such rule was constituted on the date shown immediately below.

[Signature]

[Name]

[Title]

[Date]"

(G) A corporate guarantee, as specified in paragraph (K) of rules 3745-27-15, 3745-27-16, ~~and/or~~or paragraph (L) of rule 3745-27-18 of the Administrative Code, must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

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

Guarantee made this [date] by [name of guaranteeing entity], a business corporation organized under the laws of the state of [insert name of state], herein referred to as guarantor, to the Ohio Environmental Protection Agency ("Ohio EPA"), obligee on behalf of our subsidiary [owner or operator] of [business address].

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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~~or paragraph (L) of rule 3745-27-18 of the Administrative Code.

2. [Owner or operator] responsible for the following solid waste facility(ies) or scrap tire transporter(s) covered by this guarantee: [List for each facility or scrap tire transporter: name and address. Indicate for each whether guarantee is for final closure, post-closure care, both, corrective measures, ~~and/or~~or for scrap tire transporter final closure].

3. Final ~~closure/post-closure~~closure, post-closure care ~~plans~~, ~~and/or~~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 "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~~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~~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 [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~~the guarantor 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.

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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~~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~~closure, post-closure care ~~plan and/or~~or corrective measures plan, amendment or modification of the permit or registration certification, extension or reduction of the time of performance of final closure, post-closure care, ~~and/or~~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~~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.

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Effective date:_____

[Name of guarantor]

[Authorized signature for guarantor]

[Name of person signing]

[Title of person signing]

Signature of witness or notary:_____"

(H) A letter from the chief financial officer of a local government, as specified in paragraph (L) of rules 3745-27-15, 3745-27-16, ~~and/or~~or in paragraph (M) of rule 3745-27-18 of the Administrative Code must be worded as follows on forms prescribed by the director, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

[Comment: For the purposes of this rule, local government is defined as a subdivision of the state of Ohio including, but not limited to, a municipal corporation, a county, a township, a single or joint county solid waste management district, or a solid waste management authority.]

"Letter from chief financial officer of a local government

[Address to director, Ohio Environmental Protection Agency.]

I am the chief financial officer of [name and address of local government]. This letter is in support of this local government's use of the financial test to demonstrate financial assurance, as specified in chapter 3745-27 of the Administrative Code.

[Fill out the following paragraphs regarding facilities and scrap tire transporters and the associated cost estimates. If there are no facilities or scrap tire transporters that belong in a particular paragraph, write "none" in the space indicated. For each solid waste facility or scrap tire transporter, include its name, address, county, and current final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimates, and any other environmental obligations. Identify each cost estimate as to whether it is for final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures, and all other environmental obligations.]

(1) This local government is the owner or operator of the following facilities or scrap tire transporters for which financial assurance for final closure, post-closure care, scrap tire transporter final closure, or corrective measures is demonstrated through the financial test specified in chapter 3745-27 of the

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Administrative Code ~~and/or~~or this local government is the owner or operator of the following facilities for which financial assurance for any other environmental obligations are assured by a financial test. The current final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimates, and any other environmental obligations provided for by a test are shown: $_____.

(2) This local government is the owner or operator of the following facilities or scrap tire transporter for which financial assurance requirements for final closure, post-closure care, scrap tire transporter final closure, corrective measures, ~~and/or~~or any other environmental obligations are satisfied through a financial test other than that required by chapter 3745-27 of the Administrative Code. The current final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimates, ~~and/or~~or any other environmental obligations covered by such financial assurance are shown for each facility or scrap tire transporter: $_____.

The fiscal year of this local government ends on [month, day]. The figures for the following items marked with an asterisk are derived from this local government's independently audited, year-end financial statements for the most recently completed fiscal year, ended [date]. [Comment: The figures for the following items must be contained in the audited financial statements from the most recently completed fiscal year.]

[Fill in Alternative I if the criteria of paragraph ~~(L)(1)(b)~~(L)(3)(a) of rule 3745-27-15, 3745-27-16, ~~and/or~~or paragraph ~~(M)(1)(b)~~(M)(3)(a) of rule 3745-27-18 of the Administrative Code are used. Fill in Alternative II if the criteria of paragraph ~~(L)(1)(c)~~(L)(3)(b) of rule 3745-27-15, 3745-27-16, ~~and/or~~or of paragraph ~~(M)(1)(c)~~(M)(3)(b) of rule 3745-27-18 of the Administrative Code are used.]

Alternative I

1. Sum of current final closure, post-closure care, scrap tire transporter final closure, ~~and/or~~or corrective measures cost estimates, and any other environmental obligations assured by a financial test (total of all cost estimates shown in the paragraphs above): $_____.

*2. Sum of cash and marketable securities: $_____.

*3. Total expenditures: $_____.

*4. Annual debt service: $_____.

*5. Long-term debt: $_____.

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*6. Capital expenditures: $_____.

*7. Total assured environmental costs: $_____.

*8. Total annual revenue: $_____.

		Yes	No
9.	Is line 2 divided by line 3 greater than or equal to 0.05? . . .		
10.	Is line 4 divided by line 3 less than or equal to 0.20? . . .		
11.	Is line 5 divided by line 6 less than or equal to 2.00? . . .		
12.	Is line 7 divided by line 8 less than or equal to 0.43? . . . If not, complete lines 13 and 14.		
13.	Multiply line 8 by 0.43 = $_____. This is the maximum amount allowed to assure environmental costs.		
14.	Line 13 subtracted from line 7 = $_____. This amount must be assured by another financial assurance mechanism listed in paragraphs (F), (G), (I), ~~and/or~~or (J), in rules 3745-27-15, 3745-27-16, and paragraphs (G), (H), (J), ~~and/or~~or (K) in rule 3745-27-18 of the Administrative Code.		

Alternative II

1. Sum of current final closure, post-closure care, scrap tire transporter final closure, corrective measures cost estimates, and any other environmental obligations assured by a financial test (total of all cost estimates shown in the paragraphs above): $_____.

2. Current bond rating of most recent issuance and name of rating service:_____.

3. Date of issuance of bond:_____.

4. Date of maturity of bond:_____.

5. Total assured environmental costs: $_____.

*6. Total annual revenue: $_____.

		Yes	No
7.	Is line 5 divided by line 6 less than or equal to 0.43? ..... If		

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not, complete lines 8 and 9.

8. Multiply line 6 by 0.43 = $_____.
This is the maximum amount allowed to assure environmental costs.

9. Line 8 subtracted from line 5 = $_____.
This amount must be assured by another financial assurance mechanism listed in paragraphs (F), (G), (I), ~~and/or~~or (J), in rules 3745-27-15, 3745-27-16, and paragraphs (G), (H), (J), or (K) in rule 3745-27-18 of the Administrative Code.

I hereby certify that the wording of this letter is identical to the wording specified in paragraph (H) of rule 3745-27-17 of the Administrative Code as such rule was constituted on the date shown immediately below. I further certify the following: (1) that the local government's financial statements are prepared in conformity with generally accepted accounting principles for governments; (2) that the local government has not operated at a deficit equal to five per cent or more of total annual revenue in either of the past two fiscal years; (3) that the local government is not in default on any outstanding general obligation bonds; and, (4) that the local government does not have outstanding general obligations rated less than BBB as issued by "Standard and Poor's" or Baa as issued by "Moody's."

[Signature]

[Name]

[Title]

[Date]"

(I) An existing trust agreement with the wording set forth in paragraphs (A)(1) and (A)(2) of this rule may be utilized to satisfy the trust agreement wording requirements set forth in paragraphs (A)(1) and (A)(2) of rule 3745-503-20 of the Administrative Code.

(J) An existing surety bond guaranteeing payment into a trust fund with the wording set forth in paragraph (B) of this rule may be utilized to satisfy the surety bond guaranteeing payment into a trust fund wording requirements set forth in paragraph (B) of rule 3745-503-20 of the Administrative Code.

(K) An existing surety bond guaranteeing performance with the wording set forth in paragraph (C) of this rule may be utilized to satisfy the surety bond guaranteeing performance wording requirements set forth in paragraph (C) of rule 3745-503-20 of the Administrative Code.

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(L) An existing letter of credit with the wording set forth in paragraph (D) of this rule may be utilized to satisfy the letter of credit wording requirements set forth in paragraph (D) of rule 3745-503-20 of the Administrative Code.

(M) An existing certificate of insurance with the wording set forth in paragraph (E) of this rule may be utilized to satisfy the certificate of insurance wording requirements set forth in paragraph (E) of rule 3745-503-20 of the Administrative Code.

(N) An existing letter from the chief financial officer with the wording set forth in paragraph (F) of this rule may be utilized to satisfy the letter from the chief financial officer wording requirements set forth in paragraph (F) of rule 3745-503-20 of the Administrative Code.

(O) An existing corporate guarantee with wording set forth in paragraph (G) of this rule may be utilized to satisfy the corporate guarantee wording requirements set forth in paragraph (G) of rule 3745-503-20 of the Administrative Code.

(P) An existing letter from the chief financial officer of a local government as set forth in paragraph (H) of this rule may be utilized to satisfy the letter from the chief financial officer of a local government wording requirements set forth in paragraph (H) of rule 3745-503-20 of the Administrative Code.