

## GUARANTEE

*Shall be on local government's letterhead stationery. It shall also contain original signature of Guarantor and shall be worded as indicated on proforma form CalRecycle 113(03/17)*

Executive Director  
Department of Resources Recycling and Recovery (CalRecycle)  
1001 I Street  
Sacramento, CA 95812

Guarantee made this Date by Name of Guarantoring Entity, herein referred to as Guarantor, to the Department of Resources Recycling and Recovery (CalRecycle) obligee on behalf of Operator of Business Address \_\_\_\_\_.

### **Recitals**

1. Guarantor meets or exceeds the local government financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in Title 27 California Code of Regulations (CCR), Division 2, Subdivision 1, Chapter 6, section 22249.5.
2. Operator operates the following solid waste facility(ies) covered by this guarantee. [List for each facility: solid waste information system number, name and address.]
3. "Postclosure plans" as used below refer to the plan maintained as required by Public Resources Code section 43503, for the postclosure maintenance of facilities as identified above.
4. "Corrective Action plans" as used below refer to the plan maintained as required by 27 CCR, Article 1, Subchapter 3, Chapter 3, sections 20380 et. seq. for the facilities as identified above.
5. On behalf of Operator, Guarantor guarantees to (CalRecycle) that in the event that Operator fails to perform postclosure maintenance and/or corrective action activities of the above facility(ies) in accordance with the postclosure plan and/or corrective action plan and other permit requirements, whenever required to do so, Guarantor shall do so or pay a third party to do so, or establish a trust fund as specified in 27 CCR section 22249.5, as applicable, in the name of Operator in the amount of the applicable current postclosure and/or corrective action cost estimate.
6. Guarantor agrees that if at any time during or at the end of any fiscal year before termination of this guarantee the Guarantor fails to meet the local government financial test criteria, Guarantor shall send within 90 days, by either registered or certified mail, notice to CalRecycle, and the Operator of such failure and that the Guarantor intends to provide alternate financial assurance as specified in 27 CCR section 22249.5, as applicable, in the name of Operator if the Operator fails to obtain such assurance. Within 120 days after the date that the operator and the CalRecycle received the notice of such failure or termination, Guarantor shall establish such alternate financial assurance in the name of Operator in the amount of the applicable current postclosure maintenance and/or corrective action cost estimate, unless Operator has done so.
7. Guarantor agrees to notify CalRecycle and the Operator by either registered or certified mail of a voluntary or involuntary proceeding under the Bankruptcy Code, 11 U.S.C. Sections 101-1330, naming Guarantor as debtor within ten days after commencement of the proceeding.
8. Guarantor agrees that after being notified by the CalRecycle of a determination that Guarantor no longer meets the local government financial test criteria or that the Guarantor is disallowed from continuing as a Guarantor of postclosure maintenance and/or corrective action the Guarantor shall establish alternate financial assurance as specified in sections 22249.5(e)(2) and (3) and section 22228, in the name of Operator unless Operator has done so.
9. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the postclosure plan, amendment or modification of corrective action plan, amendment or modification of the permit, the extension or reduction of the time of performance of postclosure or any other modification or alteration of an obligation of the operator pursuant to Title 27, California Code of Regulations, Division 2, Subdivision 1.
10. Guarantor agrees to remain bound under this guarantee for so long as Operator must comply with the applicable financial assurance requirements for the above-listed facility(ies), except that Guarantor may cancel this guarantee by sending notice by registered or certified mail to CalRecycle, and the Operator. Such cancellation shall become effective no earlier than 120 days after receipt of such notice by CalRecycle, and the Operator, as evidenced by the return receipts.

11. Guarantor agrees that if Operator fails to provide alternate financial assurance as specified in 27 CCR sections 22249.5(e)(2) and (3) and section 22228 after a notice of cancellation by Guarantor is received from Guarantor by CalRecycle, and the Operator, Guarantor shall provide such alternate financial assurance in the name of Operator in the amount or the applicable current postclosure and/or corrective action cost estimate.

12. Guarantor expressly waives notice of acceptance of this guarantee by CalRecycle or the Operator. Guarantor also expressly waives notice of amendments or modifications of the postclosure and/or corrective action plan, and of amendments or modifications of the facility permit(s).

The parties below certify that this document is being executed in accordance with the requirements of Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6 section 22249.5.

Effective date:

Name of Guarantor

Authorized Signature of Guarantor

➤   
Typed or Printed Name of Person Signing

Title of Person Signing

➤   
Signature of Witness or Notary and Seal

*Privacy Statement*

*The Information Practices Act (California Civil Code Section 1798.17) and the Federal Privacy Act (5 U.S.C. 552a(e)(3)) require that this notice be provided when collecting personal information from individuals.*

*AGENCY REQUESTING INFORMATION: California Department of Resources Recycling and Recovery (CalRecycle).  
UNIT RESPONSIBLE FOR MAINTENANCE OF FORM: Financial Assurances Section, California Department of Resources Recycling and Recovery (CalRecycle), 1001 I Street, P.O. Box 4025, Sacramento, CA 95812-4025. Contact the Manager, Financial Assurances Section, at (916) 341-6000.*

*AUTHORITY: Public Resources Code section 43600 et seq.*

*PURPOSE: The information provided will be used to verify adequate financial assurance of solid waste disposal facilities listed.*

*REQUIREMENT: Completion of this form is mandatory. The consequence of not completing this form is denial or revocation of a permit to operate a solid waste disposal facility.*

*OTHER INFORMATION: After review of this document, you may be requested to provide additional information regarding the acceptability of this mechanism.*

*ACCESS: Information provided in this form may be provided to the U.S. Environmental Protection Agency, State Attorney General, Air Resources Board, California Department of Toxic Substances Control, Energy Resources Conservation and Development Commission, Water Resources Control Board, and California Regional Water Quality Control Boards. For more information or access to your records, contact the California Department of Resources Recycling and Recovery (CalRecycle), 1001 I Street, P.O. Box 4025 Sacramento, CA 95812-4025, (916)341-6000.*