**STATE OF GEORGIA**

**ENVIRONMENTAL PROTECTION DIVISION
LAND PROTECTION BRANCH**

**HAZARDOUS WASTE**

 **CORPORATE GUARANTEE**

[ ] **Closure** [ ] **Post Closure** [ ] **Corrective Action**

Check Appropriate Box(es)

As used in this document closure, post-closure care, or corrective action, or any combination of these, which is checked above, are hereinafter referred to as “Required Action”.

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. This guarantee is made on behalf of the **[owner or operator]** of **[business address]**, which is **[one of the following: “our subsidiary”; “a subsidiary of [name and address of common parent corporation], of which guarantor is a subsidiary”; or “an entity with which guarantor has a substantial business relationship, as defined in paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources”]** to the Georgia Department of Natural Resources, Environmental Protection Division (EPD).

Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division.
2. **[Owner or operator]** owns or operates the following hazardous waste management facility(ies) covered by this guarantee:

|  |  |  |
| --- | --- | --- |
| Name | EPA ID Number | Address |
| **[Name 1]** | **[ID No 1]** | **[Address 1]** |
| **[Name 2]** | **[ID No 2]** | **[Address 2]** |
| **[Name 3]** | **[ID No 3]** | **[Address 3]** |

*[If more fields are required, include as attachment]*

1. “Closure plans”, “post-closure plans”, and “corrective action plans” as used below refer to the plans maintained as required by paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division for the closure and post-closure care of facilities identified above.
2. For value received from **[owner or operator]**, guarantor guarantees to EPD that in the event that **[owner or operator]** fails to perform “Required Action” of the above facility(ies) in accordance with the closure, post-closure care, or corrective action plan specified in the permit and other permit or interim status requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in paragraph 391-3-11-.05 in the name of **[owner or operator]** in the amount of the “Required Action”cost estimates as specified in paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division.
3. 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 within 90 days, by certified mail or overnight courier, return receipt requested, notice to the EPD Director and to **[owner or operator]** that he intends to provide alternate financial assurance as specified in paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, as applicable, in the name of **[owner or operator]**. Within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless **[owner or operator]** has done so.
4. The guarantor agrees to notify the EPD Director by certified mail or overnight courier, return receipt requested, 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.
5. Guarantor agrees that within 30 days after being notified by the EPD Director of a determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor of “Required Action”, he shall establish alternate financial assurance as specified in paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, as applicable, in the name of **[owner or operator]** unless **[owner or operator]** has done so.
6. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: Amendment or modification of the closure plan, post-closure care plan, or corrective action plan; or amendment or modification of the permit, the extension or reduction of the time of performance of “Required Action”; or any other modification or alteration of an obligation of the owner or operator pursuant to paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division.
7. Guarantor agrees to remain bound under this guarantee for so long as **[owner or operator]** must comply with the applicable financial assurance requirements of paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division for the above-listed facilities, except that guarantor may cancel this guarantee by sending notice by certified mail or overnight courier, return receipt requested, to the EPD Director and to **[owner or operator]** such cancellation to become effective no earlier than 120 days after receipt of such notice by both EPD and **[owner or operator]**, as evidenced by the return receipts.
8. ***[Insert the following language if the guarantor is (a) a direct or higher-tier corporate parent, or (b) a firm whose parent corporation is also the parent corporation of the owner or operator. Otherwise, state “does not apply.”]:***

**[Insert “Guarantor may terminate this guarantee by sending notice by certified mail or overnight courier, return receipt requested, to the EPD Director and to [owner or operator], provided that this guarantee may not be terminated unless and until [owner or operator] obtains, and the EPD Director approves, alternate “Required Action”coverage complying with paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division” or “Does not apply”]**

 ***[Insert the following language if the guarantor is a firm qualifying as a guarantor due to its “substantial business relationship” with its owner or operator. Otherwise, state “does not apply]:***

**[Insert “Guarantor may terminate this guarantee 120 days following the receipt of notification, through certified mail or overnight courier, return receipt requested, by the EPD Director and by [owner or operator]” or “Does not apply”]**

1. Guarantor agrees that if **[owner or operator]** fails to provide alternate financial assurance as specified in paragraph 391-3-11-.05, as applicable, and obtain written approval of such assurance from the EPD Director within 90 days after a notice of cancellation by the guarantor is received by the EPD Director from guarantor, guarantor shall provide such alternate financial assurance in the name of **[owner or operator]**.
2. Guarantor expressly waives notice of acceptance of this guarantee by the EPD or by **[owner or operator]**. Guarantor also expressly waives notice of amendments or modifications of the closure, post-closure, and/or corrective action plan and of and of amendments or modifications of the facility permit.
3. Any notice or other communication required by this guarantee shall be deemed sufficient if sent by certified U.S. Mail or overnight courier, return receipt requested, to the appropriate party at the following address:

Guarantor:

Address:

Owner or Operator:

Address:

EPD Director: Georgia EPD Director

Address: Georgia Department of Natural Resources

Environmental Protection Division

2 Martin Luther King Jr. Drive

Suite 1054, East Tower

 Atlanta, Georgia 30334

Attn: Land Protection Branch, Hazardous Waste

It shall be the responsibility of each party to notify the other parties in writing of any change to its address stated above.

I hereby certify that the wording of this guarantee satisfies the requirements of paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division as such regulations were constituted on the date first above written.

Effective date:

[Name of Guarantor]

[Authorized Signature of Guarantor]

[Name of Person Signing]

[Title of Person Signing]

Attest**:**

[Name of Attesting Person]

[Signature of Attesting Person]

[Title of Attesting Person]

Date: