

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
BUREAU OF WASTE MANAGEMENT
Solid Waste Form 1300
**LOCAL GOVERNMENT GUARANTEE FOR
CLOSURE, POST-CLOSURE OR CORRECTIVE ACTION**

Guarantee, ("Guarantee"), made this _____ day of _____, _____,
by _____,
a local government existing under the laws of the state of Kansas, herein referred to as "Guarantor", made on
behalf of _____,
a local government, or an entity created by a local government or governments, existing under the laws of the
state of Kansas, herein referred to as "Guaranteed Local Government", to and for the benefit of the Kansas
Department of Health and Environment ("KDHE").

RECITALS

1. Guarantor meets or exceeds the financial test criteria specified in K.A.R. 28-29-2110, and agrees to comply with the reporting requirements for guarantors specified in K.A.R. 28-29-2111.
2. Guaranteed Local Government owns or operates the following municipal solid waste landfill for which closure cost, post-closure cost, corrective action cost, or any combination of these as indicated following, are covered by this Guarantee: _____

_____ Permit No. _____
Closure Cost____(Yes/No) Post-Closure Cost____(Yes/No) Corrective Action Cost____(Yes/No)

3. The terms "closure plan", "post-closure plan", "corrective action plan", and "corrective action remedy" as used herein refer to the plans and remedy prepared for the municipal solid waste landfill identified in Recital 2, and which are required to be filed with and approved by KDHE according to K.S.A. 65-3401 *et. seq.* and applicable rules and regulations.
4. For value received from Guaranteed Local Government, Guarantor guarantees to KDHE that in the event that Guaranteed Local Government fails to perform closure, post-closure care, corrective action, or any combination of these as indicated in Recital 2, at the guaranteed municipal solid waste landfill according to the closure, post-closure, or corrective action plans, whenever required to do so, Guarantor shall do so or shall establish a funded trust fund as specified in K.A.R. 28-29-2103 in the amount of the cost estimates for the plans, which cost estimates shall be accepted and approved by KDHE, in the name of Guaranteed Local Government.

5. Guarantor agrees that if, at the end of any fiscal year before termination of this Guarantee, Guarantor fails to meet the financial test criteria specified in K.A.R. 28-29-2110, Guarantor shall send within 90 days after the end of such fiscal year, notice to KDHE by certified mail that he intends to provide alternate financial assurance as allowed by law and regulations, in the name of Guaranteed Local Government. Within 120 days after the end of the said fiscal year, Guarantor shall provide such alternate financial assurance to KDHE , unless Guaranteed Local Government has done so.
6. Guarantor agrees to notify KDHE by certified mail of a voluntary or involuntary proceeding in bankruptcy, naming Guarantor as a debtor, within 10 days after commencement of the proceeding.
7. Guarantor agrees that within 30 days after being notified by KDHE that Guarantor no longer meets the financial test criteria specified in K.A.R. 28-29-2110, or that Guarantor is disapproved from continuing as a guarantor of closure, post-closure, or corrective action costs, Guarantor shall establish alternate financial assurance as allowed by law and regulations in the name of Guaranteed Local Government, unless Guaranteed Local Government has done so.
8. Guarantor agrees to remain bound under this Guarantee notwithstanding any or all of the following: amendment or modification of the closure, post-closure, or corrective action plans, or of the corrective action remedy, including any increases or decreases in the estimated costs; amendment or modification of the permit, including any increases or decreases in the time for performing post-closure care; and, amendment or modification of any law, rule or regulation applicable to the environmental obligations of Guaranteed Local Government at the guaranteed municipal solid waste landfill.
9. Guarantor agrees to remain bound under this Guarantee for as long as Guaranteed Local Government must comply with the financial assurance requirements of law and regulations, except as provided in Recital 10.
10. Guarantor may terminate this Guarantee 120 after the receipt, by certified mail, of a notice of cancellation by both Guaranteed Local Government and KDHE, as evidenced by the return receipts, provided however, that this Guarantee shall not be terminated unless and until Guaranteed Local Government establishes alternate financial assurance as allowed by law and regulations, and its use has been accepted by KDHE.
11. Guarantor agrees that if Guaranteed Local Government fails to provide alternate financial assurance within 90 days following receipt of a notice of cancellation of this Guarantee, Guarantor shall provide the alternate financial assurance during the next 30 days, in the name of Guaranteed Local Government.
12. Guarantor expressly waives notice of acceptance of this Guarantee by Guaranteed Local Government or by KDHE. Guarantor also expressly waives notice of amendments or modifications to the closure, post-closure, or corrective action plans, or to the corrective action remedy, or to the terms and conditions of the permit, or to any law, rule or regulation applicable to the environmental obligations of Guaranteed Local Government at the guaranteed municipal solid waste landfill.

Guarantor has caused this Guarantee to be executed by its officer duly authorized, and the signature attested, on the date appearing by the signature below.

SIGNED FOR THE GUARANTOR

/S/ _____

Name _____

Title _____

Date _____

Signature Attested by the Notary