

Title 33
ENVIRONMENTAL QUALITY
Part VII. Solid Waste
Subpart 1. Solid Waste Regulations

Chapter 3. Scope and Mandatory Provisions of the Program

§303. Wastes Not Subject to the Permitting Requirements or Processing or Disposal Standards of These Regulations

A. The following solid wastes, when processed or disposed of in facilities that are operated in an environmentally sound manner, are not subject to the permitting requirements or processing or disposal standards of these regulations:

1. – 7. ...

8. agricultural wastes, including manures, that are removed from the site of generation by an individual for his own personal beneficial use on land owned or controlled by the individual. The amount of wastes covered by this exemption shall not exceed 10 tons per year (wet-weight) per individual per use location. To qualify for this exemption, records documenting the amount of wastes used for beneficial use on land owned or controlled by the generator shall be maintained. These records shall be kept for a minimum period of two years;

9. – 13. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Solid and Hazardous Waste, Solid Waste Division, LR 19:187 (February 1993), amended by the Office of the Secretary, LR 24:2250 (December 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:2515 (November 2000), repromulgated LR 27:703 (May 2001), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2486 (October 2005), LR 33:1027 (June 2007), LR 33:2140 (October 2007), LR 37:3235

(November 2011), amended by the Office of the Secretary, Legal Division, LR 40:292 (February 2014).

Chapter 4. Administration, Classifications, and Inspection Procedures for Solid Waste Management Systems

§407. Inspection Types and Procedures

A. – C.3. ...

4. Within 15 working days after a new, existing, or modified facility has undergone an initial start-up inspection, or within 30 days of receipt of the construction certification, the administrative authority shall ~~either issue an~~ issue a notice of deficiency or an approval of the construction and/or upgrade ~~or a notice of deficiency to the permittee~~, unless a longer time period is set by mutual agreement.

D. – E. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Solid and Hazardous Waste, Solid Waste Division, LR 19:187 (February 1993), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:2517 (November 2000), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2487 (October 2005), LR 33:1032 (June 2007), LR 33:2142 (October 2007), LR 37:3235 (November 2011), repromulgated LR 37:3508 (December 2011), amended by the Office of the Secretary, Legal Division, LR 40:293 (February 2014).

Chapter 5. Solid Waste Management System

Subchapter B. Permit Administration

§513. Permit Process for Existing Facilities and for Proposed Facilities

A. – A.2.a. ...

b. Permit holders who have been issued an initial final permit prior to November 20, 2011, and have not been issued an order to commence prior to November 20, 2011, shall provide written confirmation from the appropriate municipal or parish governing authority where the facility will be located, dated within ~~one hundred eighty~~ 180 days prior to receiving an order to commence, indicating that the facility is or will be in compliance with all existing local zoning and land use restrictions.

A.3. – B.2. ...

3. The prospective applicant shall file an *emergency response plan*, as defined in LAC 33:VII.115.A, with the Louisiana state fire marshal as a special structures plan, prior to submittal of a new or renewal application for a solid waste permit. The content of the plan shall be in accord with applicable sections of LAC 33:VII.Chapter 7. A copy of the plan shall also be sent to the Office of Environmental Services. Except as provided for in LAC 33:VII.513.B.4 or 5, no application for a permit to process or dispose of solid waste shall be filed with nor accepted by the administrative authority until the plan is approved by the Louisiana state fire marshal. The prospective applicant shall forward a copy of the approval to the Office of Environmental Services. The approved emergency response plan shall be considered applicable to subsequent permit applications submitted by the same applicant, unless a revised plan is filed with the Louisiana state fire marshal. ~~After June 20, 2011, a revised plan shall be filed with the Louisiana state fire marshal prior to submittal of a renewal application.~~

4. Any emergency response plan approved by the fire marshal before June 20, 2011, must be revised and submitted to the Louisiana fire marshal as a special structures plan, prior to submittal of a permit application or permit renewal application for a solid waste

permit. The content of the revised plan shall be in accord with applicable sections of LAC 33:VII.Chapter 7. A copy of the revised plan shall also be sent to the Office of Environmental Services. Except as provided for in LAC 33:VII.513.B.4 or 5, after June 20, 2011, no application for a permit to process or dispose of solid waste shall be filed with nor accepted by the administrative authority unless the plan has been approved by the Louisiana state fire marshal subsequent to June 20, 2011. The prospective applicant shall forward a copy of the approval to the Office of Environmental Services. Any revised emergency response plan approved after June 20, 2011, shall be considered applicable to subsequent permit applications submitted by the same applicant, unless a revised plan is filed with the Louisiana state fire marshal.

45. The requirements of Paragraph B.3 of this Section shall not apply if the prospective applicant can demonstrate that he has the ability to meet the emergency response requirements listed below. The prospective applicant shall provide this demonstration to the Office of Environmental Services and the Louisiana state fire marshal, at least 30 days prior to submittal of a new or renewal solid waste application.

a. Requirements for Demonstration

i. The prospective applicant shall describe arrangements (including contracts, where applicable) for providing his own emergency response services.

ii. The minimum qualification for firefighters/emergency responders shall be that of operations level responder from the National Fire Protection Association, Standard 472, or other appropriate requirement from an applicable National Fire Protection Association standard. At least one person trained to this level shall respond in any incident requiring activation of emergency response services.

iii. The demonstration shall include a list of all emergency equipment at the facility, such as fire extinguishing systems, spill control equipment, communications and alarm systems (internal and external), and decontamination equipment.

56. The requirements of Paragraph B.3 of this Section shall not apply to permit modification requests, or to applications for permits (initial or renewal), deemed technically complete prior to June 20, 2011, except as directed by the administrative authority.

67. Pre-Application Public Notice

a. Prospective applicants shall publish a notice of intent to submit an application for a permit. This notice shall be published within 45 days prior to submission of the application to the Office of Environmental Services. ~~This~~The notice shall be published one time as a single classified advertisement in the legal or public notices section of the official journal of the state and a major local newspaper of general circulation in the area where the facility is located. If the facility is in the same parish or area as the official journal of the state, a single classified advertisement in the legal or public notices section of the official journal of the state shall be the only public notice required.

b. The public notice shall be published in accordance with the form provided in LAC 33:VII.3001.Appendix A.

78. Post-Application Public Notice

a. All applicants shall publish a notice of application submittal within 45 days after submitting the application to the Office of Environmental Services. This public notice shall be published one time as a single classified advertisement in the legal or public notices section of the official journal of the state and a major local newspaper of general circulation in the area where the facility is located. If the facility is in the same parish or area as

the official journal of the state, a single classified advertisement in the legal or public notices section of the official journal of the state shall be the only public notice required.

b. The public notice shall be published in accordance with the form provided in LAC 33:VII.3003.Appendix B.

89. All prospective applicants are encouraged to meet with representatives of the Waste Permits Division prior to the preparation of a solid waste permit application to inform the department of the plans for the facility.

910. Applicants who are Type I only and who also do not propose to accept waste from off-site, other than off-site waste from affiliated persons, such as the applicant or any person controlling, controlled by, or under common control with, the applicant, are exempt from the requirements of LAC 33:VII.513.A.2.b and Paragraphs 1-2 of this Subsection.

1011. Applicants for renewal or major modification of an existing permit are exempt from the requirements of Paragraphs 1-2 of this Subsection, provided that the application does not include changes that would constitute a physical expansion of the area(s) in which solid wastes are disposed beyond the facility's existing boundaries as set forth in the facility's existing permit.

1112. Applicants for closure permits, applicants seeking authorization under a general permit, and minor modification requests are exempt from Paragraphs 1-5 of this Subsection.

1213. Applicants whose types are I-A only or II-A only, or both I and I-A or both I-A and II-A are exempt from the requirements of Paragraphs 1 and 2 of this Subsection.

C.1. – G.5. ...

6. A copy of the draft permit decision shall be sent to the parish governing authority where the facility is located.

67. Closure permits based on closure plans or applications, if not received as part of a permit application for a standard permit, shall not follow the draft permit decision process. Once a closure plan or application is deemed adequate, the administrative authority shall issue a closure permit.

H. – K. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Solid and Hazardous Waste, Solid Waste Division, LR 19:187 (February 1993), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:2519 (November 2000), amended by the Office of Environmental Assessment, LR 30:2032 (September 2004), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2488 (October 2005), LR 33:1037 (June 2007), LR 33:2143 (October 2007), LR 37:1563 (June 2011), LR 37:3238 (November 2011), repromulgated LR 37:3510 (December 2011), amended by the Office of the Secretary, Legal Division, LR 40:293 (February 2014).

Subchapter C. Permit System for Facilities Classified for Upgrade or Closure

§517. Modifications of Permits and Other Authorizations to Operate

A. – B.1.i. ...

2. Once an application for a permit modification that requires public notice has been determined by the Office of Environmental Services to be technically complete, the department shall proceed as follows: ~~prepare a draft permit decision following the procedures of LAC 33:VII.513.G.~~

a. For applications determined to be technically complete prior to November 20, 2011, the application shall be accepted for public review and the applicant shall

provide additional copies as directed by the administrative authority. The department shall prepare a draft permit decision following the procedures in LAC 33:VII.513.G.2-6.

b. For applications determined to be technically complete on or after November 20, 2011, the department shall prepare a draft permit decision following the procedures of LAC 33:VII.513.G.1-6.

B.3. – D. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq., and in particular Section 2014.2.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Solid and Hazardous Waste, Solid Waste Division, LR 19:187 (February 1993), amended by the Office of the Secretary, LR 25:661 (April 1999), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:2520 (November 2000), amended by the Office of Environmental Assessment, LR 30:2033 (September 2004), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2430, 2490 (October 2005), LR 33:1039 (June 2007), LR 33:2145 (October 2007), LR 37:3241 (November 2011), amended by the Office of the Secretary, Legal Division, LR 40:294 (February 2014).

Subchapter D. Permit Application

§519. Permit Application Form(s)

A. – B.1.1.ii. ...

m. the zoning of the facility that exists at the time of the submittal of the permit application. (Note the zone classification and zoning authority, and include documentation stating that the proposed use does not violate existing land-use requirements. ~~Written confirmation required by LAC 33:VII.513.B.2 shall be sufficient to satisfy the documentation requirement~~);

B.1.n. – C. ...

* * *

D. Incomplete applications will not be accepted for review. ~~When t~~The administrative authority ~~determines~~shall notify the applicant when the an-application is determined to be incomplete, ~~it shall notify the applicant.~~ If the applicant elects to continue with the permit application process, the applicant shall follow the requirements provided in the notice. These requirements may include submitting additional information in the form of an application addendum or submitting ~~an entirely~~a new application.

E. – G. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Solid and Hazardous Waste, Solid Waste Division, LR 19:187 (February 1993), amended by the Office of the Secretary, Legal Affairs Division, LR 33:1040 (June 2007), LR 33:2145 (October 2007), LR 37:3242 (November 2011), amended by the Office of the Secretary, Legal Division, LR 40:294 (February 2014).

Subchapter E. Permit Requirements

§527. Construction Schedules

A. Final permits may allow or require the construction or upgrade of permitted units. If a permit allows or requires the construction or upgrading of a unit that is (or will be) directly involved in the processing or disposal of solid waste, the facility shall submit reports, on a schedule specified in the permit, describing the completed and current activities at the site from the beginning of the construction period until the construction certification required by LAC 33:VII.407.C is submitted to the Office of Environmental Services. The reports shall be submitted to the ~~Waste Permits Division~~Office of Environmental Services and the appropriate LDEQ Regional Office. These reports shall include, at a minimum, the following information:

1. – 8. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq., and in particular R.S. 30:2154.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, Legal Affairs Division, LR 37:3247 (November 2011), amended by the Office of the Secretary, Legal Division, LR 40:295 (February 2014).

Chapter 7. Solid Waste Standards

Subchapter A. Landfills, Surface Impoundments, Landfarms

§709. Standards Governing Type I and II Solid Waste Disposal Facilities

A. – B.2.d. ...

3. Buffer Zones

a. Buffer zones of not less than 200 feet shall be provided between the facility and the property line. Buffer zones of not less than 300 feet shall be provided between the facility and the property line when the property line is adjacent to a structure currently being used as a church and having been used as a church prior to the submittal of a permit application. The requirement for a 300 ~~feet~~foot buffer zone between the facility and a church shall not apply to any landfill or disposal facility existing prior to April 1, 2010, to any portion of such facility that has been closed or that has ceased operations, or to future expansions of the permitted disposal area of any such facility. A reduction in this requirement shall be allowed only with permission, in the form of a notarized affidavit, from all landowners having an ownership interest in property located less than 200 feet from the facility (or 300 feet for a church). The facility's owner or operator shall enter a copy of the notarized affidavit(s) in the mortgage and conveyance records of the parish or parishes in which the landowners' properties are located. Buffer zone requirements may be waived or modified by the administrative authority

for areas of landfills that have been closed in accordance with these regulations and for existing facilities.

B.3.b. – E. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Solid and Hazardous Waste, Solid Waste Division, LR 19:187 (February 1993), repromulgated LR 19:1315 (October 1993), amended by the Office of the Secretary, LR 24:2250 (December 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:2521 (November 2000), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2490 (October 2005), LR 33:1045 (June 2007), LR 34:613 (April 2008), LR 35:925 (May 2009), LR 37:3248 (November 2011), amended by the Office of the Secretary, Legal Division, LR 40:295 (February 2014).

Subchapter B. Solid Waste Processors

§717. Standards Governing All Type I-A and Type II-A Solid Waste Processors

A. – B.2.d. ...

3. Buffer Zones

a. Buffer zones of not less than 200 feet shall be provided between the facility and the property line. Buffer zones of not less than 300 feet shall be provided between the facility and the property line when the property line is adjacent to a structure currently being used as a church and having been used as a church prior to the submittal of a permit application. The requirement for a 300 ~~feet~~foot buffer zone between the facility and a church shall not apply to any ~~landfill or disposal~~processing facility existing prior to April 1, 2010, to any portion of such facility that has been closed or that has ceased operations, or to future expansions of the permitted ~~disposal~~processing area of any such facility. A reduction in this requirement shall be allowed only with permission, in the form of a notarized affidavit, from all landowners having an ownership interest in property located less than 200 feet from the facility (or 300 feet for a church). The facility's owner or operator shall enter a copy of the

notarized affidavit(s) in the mortgage and conveyance records of the parish or parishes in which the landowners' properties are located. Buffer zone requirements may be waived or modified by the administrative authority for areas of processing facilities that have been closed in accordance with these regulations and for existing facilities.

B.3.b. – I.3. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Solid and Hazardous Waste, Solid Waste Division, LR 19:187 (February 1993), amended by the Office of the Secretary, LR 24:2252 (December 1998), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:2526, 2610 (November 2000), repromulgated LR 27:704 (May 2001), amended by the Office of Environmental Assessment, LR 30:2025 (September 2004), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2494 (October 2005), LR 33:1061 (June 2007), LR 33:2148 (October 2007), LR 34:613 (April 2008), LR 35:926 (May 2009), LR 37:1566 (June 2011), LR 37:3252 (November 2011), amended by the Office of the Secretary, Legal Division, LR 40:295 (February 2014).

Subchapter C. Minor Processing and Disposal Facilities

§719. Standards Governing All Type III Processing and Disposal Facilities

A. – B.2.d. ...

3. Buffer Zones

a. Buffer zones of not less than 50 feet shall be provided between the facility and the property line. Buffer zones of not less than 200 feet shall be provided between the facility and the property line for any new facility. The requirement for a 200 ~~feet~~foot buffer zone between the facility and the property line shall not apply to any facility existing on November 20, 2011, to any portion of such facility that has been closed or that has ceased operations, or to future expansions of the permitted disposal area of any such facility. Buffer zones of not less than 300 feet shall be provided between the facility and the property line when the property line is adjacent to a structure currently being used as a church and having been used

as a church prior to the submittal of a permit application. The requirement for a 300 ~~feet~~foot buffer zone between the facility and a church shall not apply to any landfill or disposal facility existing prior to April 1, 2010, to any portion of such facility that has been closed or that has ceased operations, or to future expansions of the permitted disposal area of any such facility. A reduction in this requirement shall be allowed only with permission, in the form of a notarized affidavit, from all landowners having an ownership interest in property located less than 50 feet from the facility (for facilities existing on November 20, 2011), less than 200 feet from the facility (for facilities constructed after November 20, 2011), or less than 300 feet from the facility (for facilities located less than 300 feet from a church). The facility's owner or operator shall enter a copy of the notarized affidavit(s) in the mortgage and conveyance records of the parish or parishes in which the landowners' properties are located. Buffer zone requirements may be waived or modified by the administrative authority for areas of woodwaste/construction/demolition-debris landfills that have been closed in accordance with these regulations and for existing facilities. Notwithstanding this Paragraph, Type III air curtain destructors and composting facilities that receive putrescible, residential, or commercial waste shall meet the buffer zone requirements in LAC 33:VII.717.B.3. In addition, air curtain destructors shall maintain at least a 1,000-foot buffer from any dwelling other than a dwelling or structure located on the property on which the burning is conducted (unless the appropriate notarized affidavit waivers are obtained).

B.3.b. – E.2. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of Solid and Hazardous Waste, Solid Waste Division, LR 19:187 (February 1993), amended by the Office of Environmental Assessment, Environmental Planning Division, LR 26:2527 (November 2000), amended by the Office of the Secretary, Legal Affairs Division, LR 31:2495

(October 2005), LR 33:1065 (June 2007), LR 33:2149 (October 2007), LR 34:613 (April 2008), LR 35:926 (May 2009), LR 37:3252 (November 2011), repromulgated LR 37:3511 (December 2011), amended by the Office of the Secretary, Legal Division, LR 40:295 (February 2014).

Chapter 13. Financial Assurance for All Processors and Disposers of Solid Waste

§1303. Financial Responsibility for Closure and Post-Closure Care

A. – A.5. ...

B. Financial Assurance Mechanisms. The financial assurance mechanism must be one or a combination of the following: a trust fund, a financial guarantee bond, a performance bond, a letter of credit, an insurance policy, or a financial test and/or corporate guarantee. The financial assurance mechanism is subject to the approval of the administrative authority and must fulfill the following criteria.

1. – 5.d. ...

6. A financial assurance mechanism may be cancelled or terminated only if alternate financial assurance is substituted as specified in the appropriate ~~s~~Section or if the permit holder or applicant is no longer required to demonstrate financial assurance in accordance with these regulations.

C. – C.4. ...

5. The permit holder or applicant may accelerate payments into the trust fund or deposit the full amount of the current closure cost estimate at the time the fund is established. The permit holder or applicant must, however, maintain the value of the fund at no less than the value that the fund would have if annual payments were made as specified in Subparagraph A.23.d of this Section.

C.6. – F.2. ...

3. The letter of credit must be accompanied by a letter from the permit holder or applicant referring to the letter of credit by number, issuing institution, and date, and providing the following information:

a. – c. ...

d. facility name; and

e. facility permit number; and.

f. ~~the amount of funds assured for liability coverage of the facility by the letter of credit.~~

F.4. – O. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30: 2001 et seq., and in particular R.S. 30:2154.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, Legal Affairs Division, LR 33:1090 (June 2007), amended LR 33:2154 (October 2007), LR 36:2555 (November 2010), LR 37:3254 (November 2011), amended by the Office of the Secretary, Legal Division, LR 40:296 (February 2014).

§1399. Financial Documents—Appendices A, B, C, D, E, F, G, H, I, and J

A. – B. ...

C. ~~Appendix C~~Reserved.

~~SOLID WASTE FACILITY~~

~~IRREVOCABLE LETTER OF CREDIT~~

~~(For Liability Coverage during Operation)~~

Secretary

Louisiana Department of Environmental Quality

Post Office Box 4313

Baton Rouge, Louisiana 70821-4313

Attention: Office _____ of _____ Environmental _____ Services,
~~Waste Permits Division~~

RE: _____ [Facility name, agency interest number, and permit number]

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit No. [number] at the request and for the account of [permit holder's or applicant's name and address] for its [list facility name, site name, agency interest number, site identification number, and facility permit number] at [location], Louisiana, in favor of any governmental body, person, or other entity for any sum or sums up to the aggregate amount of U.S. dollars \$[amount] upon presentation of:

1. _____ A final judgment issued by a competent court of law in favor of a governmental body, person, or other entity and against [permit holder's or applicant's name] for sudden and accidental occurrences for claims arising out of injury to persons or property due to the operation of the solid waste site at the

~~{name of permit holder or applicant} at {site location} as set forth in LAC 33:VII.1301.~~

~~2. A sight draft bearing reference to the Letter of Credit No. {number} drawn by the governmental body, person, or other entity, in whose favor the judgment has been rendered as evidenced by documentary requirement in Paragraph 1.~~

~~The Letter of Credit is effective as of {date} and will expire on {date}, but such expiration date will be automatically extended for a period of at least 1 year on the above expiration date {date} and on each successive expiration date thereafter, unless, at least 120 days before the then current expiration date, we notify both the administrative authority and {name of permit holder or applicant} by certified mail that we have decided not to extend this Letter of Credit beyond the then current expiration date. In the event we give such notification, any unused portion of this Letter of Credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both the Department of Environmental Quality and {name of permit holder/applicant} as shown on the signed return receipts.~~

~~Whenever this Letter of Credit is drawn under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of {name of permit holder or applicant} in accordance with the administrative authority's instructions.~~

~~Except to the extent otherwise expressly agreed to, the [insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce," or "the Uniform Commercial Code"], shall apply to this Letter of Credit.~~

~~We certify that the wording of this Letter of Credit is identical to the wording specified in LAC 33:VII.1399.Appendix C, effective on the date shown immediately below.~~

~~{Signature(s) and title(s) of official(s) of issuing institution(s)}~~

~~{Date}~~

D. Appendix D

SOLID WASTE FACILITY

TRUST AGREEMENT/STANDBY TRUST AGREEMENT

[Facility name, agency interest number, and permit number]

This Trust Agreement, the "Agreement," is entered into as of [date] by and between [name of permit holder or applicant], a [name of state] [insert "corporation," "partnership," "association," or "proprietorship"], the "Grantor," and [name of corporate trustee], [insert "incorporated in the state of" or "a national bank" or "a state bank"], the "Trustee."

WHEREAS, the Department of Environmental Quality of the State of Louisiana, an agency of the state of Louisiana, has established certain regulations applicable to the Grantor, requiring that a permit holder or applicant for a permit of a

solid waste processing or disposal facility shall provide assurance that funds will be available when needed for [closure and/or post-closure] care of the facility;

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facility 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 permit holder or applicant 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 Secretary means the Secretary of the Louisiana Department of Environmental Quality.

(d). The term Administrative Authority means the Secretary or his designee or the appropriate assistant secretary or his designee.

SECTION 2. IDENTIFICATION OF FACILITIES AND COST ESTIMATES

This Agreement pertains to the facilities and cost estimates identified on attached Schedule A. [On Schedule A, list the site identification number, site name, facility name, facility permit number, and the annual aggregate amount of ~~liability~~

~~coverage~~ or current closure and/or post-closure 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 Louisiana Department of Environmental Quality. The Grantor and the Trustee intend that no third party shall 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. [Note: Standby Trust Agreements need not be funded at the time of execution. In the case of Standby Trust Agreements, Schedule B should be blank except for a statement that the Agreement is not presently funded, but shall be funded by the financial assurance document used by the Grantor in accordance with the terms of that document.] 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 shall 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 administrative authority.

SECTION 4. PAYMENT FOR CLOSURE AND/OR POST-CLOSURE CARE ~~OR LIABILITY COVERAGE~~

The Trustee shall make payments from the Fund as the administrative authority shall direct, in writing, to provide for the payment of the costs of [liability

~~claims,~~ closure and/or post-closure] care of the facility covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the administrative authority from the Fund for [~~liability claims,~~ closure and/or post-closure] expenditures in such amounts as the administrative authority shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the administrative authority specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

SECTION 5. PAYMENTS COMPRISED BY THE FUND

Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

SECTION 6. TRUSTEE MANAGEMENT

The Trustee shall 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 from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall 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 that persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims, except that:

(a). Securities or other obligations of the Grantor, or any owner of the [facility or facilities] or any of their affiliates, as defined in the Investment

Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall 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; and

(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, at its discretion:

(a). To transfer from time to time 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 provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b). To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, or underwritten, or one to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares at 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 shall 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 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 shall at all times show that all 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; and

(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 shall be paid from the Fund. All other expenses 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 other proper charges and disbursements of the Trustee, shall be paid from the Fund.

SECTION 10. ANNUAL VALUATION

The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the administrative authority a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee, within 90 days after the statement has been furnished to the Grantor and the administrative authority, shall 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 from time to time consult with counsel, who may be counsel to the Grantor, with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

SECTION 12. TRUSTEE COMPENSATION

The Trustee shall be entitled to reasonable compensation for its services, as agreed upon in writing from time to time 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 shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall 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, in writing, specify to the Grantor, the administrative authority, and the present Trustee, by certified mail 10 days before such change becomes effective, the date on which it assumes administration of the trust. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

SECTION 14. INSTRUCTIONS TO THE TRUSTEE

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

SECTION 15. NOTICE OF NONPAYMENT

The Trustee shall notify the Grantor and the administrative authority, by certified mail, within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be 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 administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist.

SECTION 17. IRREVOCABILITY AND TERMINATION

Subject to the right of the parties to amend this Agreement, as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the administrative authority, or by the Trustee and the administrative authority, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

SECTION 18. IMMUNITY AND INDEMNIFICATION

The Trustee shall 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 direction by the Grantor or the administrative authority issued in accordance with this Agreement. The Trustee shall 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 reasonable expenses incurred in its defense in the event that the Grantor fails to provide such defense.

SECTION 19. CHOICE OF LAW

This Agreement shall be administered, construed, and enforced according to the laws of the state of Louisiana.

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 shall 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 to as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in LAC 33:VII.1399.Appendix D, on the date first written above.

WITNESSES:

GRANTOR:

By:_____

Its:_____

[Seal]

TRUSTEE:

By: _____

Its:_____

[Seal]

THUS DONE AND PASSED in my office in _____, on the _____ day of _____, 20 _____, in the presence of _____ and _____, competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

Notary Public

[Example of Formal Certification of Acknowledgement]

STATE OF LOUISIANA

PARISH OF _____

BE IT KNOWN, that on this _____ day of _____, 20__, before me, the undersigned Notary Public, duly commissioned and qualified within the State and Parish aforesaid, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared _____, to me well known, who declared and acknowledged that he had signed and executed the foregoing instrument as his act and deed, and as the act and deed of the _____, a corporation, for the consideration, uses, and purposes and on terms and conditions therein set forth.

And the said appearer, being by me first duly sworn, did depose and say that he is the _____ of said corporation and that he signed and executed said instrument in his said capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the State and Parish aforesaid, on the day and date first hereinabove written, and in the presence of _____ and _____, competent witnesses, who have hereunto subscribed their

names as such, together with said appearer and me, said authority, after due reading of the whole.

WITNESSES:

NOTARY PUBLIC:

E. – H. ...

I. Appendix I

SOLID WASTE FACILITY
LETTER FROM THE CHIEF FINANCIAL OFFICER
(Closure and/or Post-Closure)

Secretary

Louisiana Department of Environmental Quality

Post Office Box 4313

Baton Rouge, Louisiana 70821-4313

Attention: Office of Environmental Services,
Waste Permits Division

RE: [Facility name, agency interest number, and permit number]

Dear Sir:

I am the chief financial officer of [name and address of firm, which may be the permit holder, applicant, or parent corporation of the permit holder or applicant]. This letter is in support of this firm's use of the financial test to demonstrate financial responsibility for [insert "closure," and/or "post-closure," as applicable] as specified in [~~insert "LAC 33:VII.1303," or "LAC 33:VII.1301 and 1303".~~].

[Fill out the following three paragraphs regarding facilities and associated closure and post-closure cost estimates. If your firm does not have facilities that belong in a particular paragraph, write "None" in the space indicated. For each facility, list the facility name, site name, agency interest number, site identification number, and facility permit number.]

1. The firm identified above is the [insert "permit holder," "applicant for a standard permit," or "parent corporation of the permit holder or applicant for a standard permit"] of the following facilities, whether in Louisiana or not, for which financial assurance for [insert "closure," "post-closure," or "closure and post-closure"] is guaranteed and demonstrated through a financial test similar to that specified in LAC 33:VII.1303 or other forms of self-insurance. The current [insert "closure," "post-closure," or "closure and post-closure"] cost estimates covered by the test are shown for each facility:

2. This firm guarantees through a corporate guarantee similar

to that specified in [~~insert "LAC 33:VII.1303," or "LAC 33:VII.1301 and 1303"~~], for [~~insert "closure care," "post-closure care," or "closure and post-closure care"~~] of the following facilities, whether in Louisiana or not, of which [~~insert the name of the permit holder or applicant~~] are/is a subsidiary of this firm. The amount of annual aggregate liability coverage covered by the guarantee for each facility and/or the current cost estimates for the closure and/or post-closure care so guaranteed is shown for each facility:

3. This firm is the permit holder or applicant of the following facilities, whether in Louisiana or not, for which financial assurance for closure and/or post-closure care is not demonstrated either to the U.S. Environmental Protection Agency or to a state through a financial test or any other financial assurance mechanism similar to those specified in LAC 33:VII.1304 and/or 1303. The current closure and/or post-closure cost estimates not covered by such financial assurance are shown for each facility.

This firm [~~insert "is required" or "is not required"~~] to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest 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 latest completed year, ended [date].

<p>[Fill in Part A if you are using the financial test to demonstrate coverage only for the liability requirements.]</p>

Part A. Liability Coverage for Accidental Occurrences		
[Fill in Alternative I if the criteria of LAC 33:VII.1303.H.1.a are used.]		
Alternative I		
⁺ 1. Amount of annual aggregate liability coverage to be demonstrated	\$	
*2. Current assets	\$	
*3. Current liabilities	\$	
*4. Tangible net worth	\$	
*5. If less than 90 percent of assets are located in the U.S., give total U.S. assets	\$	
	YES	NO
6. Is line 4 at least \$10 million?		
7. Is line 4 at least 6 times line 1?		
*8. Are at least 90 percent of assets located in the U.S.? If not, complete line 9.		
9. Is line 4 at least 6 times line 1?		

[Fill in Alternative II if the criteria of LAC 33:VII.1303.H.1.b are used.]
Alternative II

[Fill in Alternative II if the criteria of LAC 33:VII.1303.H.1.b are used.]		
Alternative II		
[†] 1. Amount of annual aggregate liability coverage to be demonstrated	\$	
2. Current bond rating of most recent issuance of this firm and name of rating service		
3. Date of issuance of bond		
4. Date of maturity of bond		
*5. Tangible net worth	\$	
*6. Total assets in U.S. (required only if less than 90 percent of 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 percent of assets located in the U.S.? If not, complete line 10.		
10. Is line 6 at least 6 times lines 1?		

[Fill in Part B if you are using the financial test to demonstrate assurance only for closure and/or post-closure care.]
Part B. Closure and/or Post-Closure
[Fill in Alternative I if the criteria of LAC 33:VII.1303.H.1.a are used.]

Alternative I		
1. Sum of current closure and/or post-closure estimate (total all cost estimates shown above)	\$	
*2. Tangible net worth	\$	
*3. Net worth	\$	
*4. Current Assets	\$	
*5. Current liabilities	\$	
*6. The sum of net income plus depreciation, depletion, and amortization	\$	
*73. Total assets in U.S. (required only if less than 90 percent of firm's assets are located in the U.S.)	\$	
	YES	NO
8 4. Is line 2 at least \$10 million?		
9 5. Is line 2 at least 6 times line 1?		
* 10 6. Are at least 90 percent of the firm's assets located in the U.S.? If not, complete line 11 7.		
11 7. Is line 7 3 at least 6 times line 1?		

[Fill in Alternative II if the criteria of LAC 33:VII.1303.H.1.b are used.]

<u>Alternative II</u>		
<u>1. Sum of current closure and/or post-closure estimate</u> <u>(total all cost estimates shown above)</u>	\$	

*2. <u>Tangible net worth</u>	\$	
*3. <u>Net worth</u>	\$	
*4. <u>Current liabilities</u>	\$	
*5. <u>Total assets in U.S. (required only if less than 90 percent of firm's assets are located in the U.S.)</u>	\$	
	<u>YES</u>	<u>NO</u>
6. <u>Is line 4 divided by line 3 less than 1.5?</u>		
7. <u>Is line 2 at least \$10 million?</u>		
*8. <u>Are at least 90 percent of the firm's assets located in the U.S.? If not, complete line 9.</u>		
9. <u>Is line 5 at least 6 times line 1?</u>		

[Fill in Alternative III if the criteria of LAC 33:VII.1303.H.1.b c are used.]	
Alternative III	
1. Sum of current closure and post-closure cost estimates (total of all cost estimates shown above)	\$
2. Current bond rating of most recent issuance of this firm and name of rating service	
3. Date of issuance of bond	
4. Date of maturity of bond	

[Fill in Alternative III if the criteria of LAC 33:VII.1303.H.1.b-c are used.]		
Alternative III		
*5. Tangible net worth (If any portion of the closure and/or post-closure cost estimate is included in "total liabilities" on your firm's financial statement, you may add the amount of that portion to this line.)	\$	
*6. Total assets in U.S. (required only if less than 90 percent of the 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 percent of the firm's assets located in the U.S.? If not, complete line 10.		
10. Is line 6 at least 6 times line 1?		

[Fill in Alternative IV if the criteria of LAC 33:VII.1303.H.1.d are used.]		
Alternative IV		
1. <u>Sum of current closure and/or post-closure estimate</u> (total all cost estimates shown above)	\$	
*2. <u>Tangible net worth</u>	\$	
*3. <u>Current liabilities</u>	\$	

*4. <u>The sum of net income plus depreciation, depletion, and amortization</u>	\$	
5. <u>Line 4 minus \$10 million</u>	\$	
*6. <u>Total assets in U.S. (required only if less than 90 percent of firm's assets are located in the U.S.)</u>	\$	
	<u>YES</u>	<u>NO</u>
7. <u>Is line 5 divided by line 3 greater than 0.10?</u>		
8. <u>Is line 2 at least \$10 million?</u>		
*9. <u>Are at least 90 percent of the firm's assets located in the U.S.? If not, complete line 10.</u>		
10. <u>Is line 6 at least 6 times line 1?</u>		

[Fill in Part C if you are using the financial test to demonstrate assurance for liability coverage, closure, and/or post-closure care.]

Part C. Liability Coverage, Closure, and/or Post-Closure

[Fill in Alternative I if the criteria of LAC 33:VII.1303.H.1.a are used.]

Alternative I	
1. <u>Sum of current closure and/or post-closure cost estimates (total of all cost estimates listed above)</u>	\$
[†] 2. <u>Amount of annual aggregate liability coverage to be demonstrated</u>	\$
3. <u>Sum of lines 1 and 2</u>	\$

*4. Total liabilities (If any portion of your closure and/or post-closure cost estimates is included in your "total liabilities" in your firm's financial statements, you may deduct that portion from this line and add that amount to lines 5 and 6.)	\$	
*5. Tangible net worth	\$	
*6. Net worth	\$	
*7. Current assets	\$	
*8. Current liabilities	\$	
*9. The sum of net income plus depreciation, depletion, and amortization	\$	
*10. Total assets in the U.S. (required only if less than 90 percent of assets are located in the U.S.)	\$	
	YES	NO
-11. Is line 5 at least \$10 million?		
-12. Is line 5 at least 6 times line 3?		
*13. Are at least 90 percent of assets located in the U.S.? If not, complete line 14.		
-14. Is line 10 at least 6 times line 3?		

{Fill in Alternative II if the criteria of LAC 33:VII.1303.H.1.b are used.}

Alternative II

1. Sum of current closure and/or post-closure cost estimates (total of all cost estimates listed above)	\$	
2. Amount of annual aggregate liability coverage to be demonstrated	\$	
3. Sum of lines 1 and 2	\$	
4. Current bond rating of most recent issuance of this firm and name of rating service		
5. Date of issuance of bond		
6. Date of maturity of bond		
*7. Tangible net worth (If any portion of the closure and/or post-closure cost estimates is included in the "total liabilities" in your firm's financial statements, you may add that portion to this line.)	\$	
*8. Total assets in U.S. (required only if less than 90 percent of assets are located in the U.S.)	\$	
	YES	NO
9. Is line 7 at least \$10 million?		
10. Is line 7 at least 6 times line 3?		
*11. Are at least 90 percent of assets located in the U.S.? If not, complete line 12.		
12. Is line 8 at least 6 times line 3?		
[†] Indicate total amount of annual aggregate liability coverage for all covered facilities.		

(The following is to be completed by all firms providing the financial test.)

I hereby certify that the wording of this letter is identical to the wording specified in LAC 33:VII.1399.Appendix I.

[Signature of Chief Financial Officer for the Firm]

[Typed Name of Chief Financial Officer]

[Title]

[Date]

J. Appendix J

SOLID WASTE FACILITY
CORPORATE GUARANTEE FOR
CLOSURE
AND/OR POST-CLOSURE CARE

[Facility name, agency interest number, and permit number]

Guarantee made this [date] by [name of guaranteeing entity], a business corporation organized under the laws of the state of [insert name of state], hereinafter referred to as guarantor, to the Louisiana Department of Environmental Quality, obligee, on behalf of our subsidiary [insert the name of the permit holder or applicant] of [business address].

Recitals

1. The guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in LAC 33:VII.1303.H.9.

2. [Subsidiary] is the [insert "permit holder," or "applicant for a permit"] hereinafter referred to as [insert "permit holder" or "applicant"] for the following facility covered by this guarantee: [List the facility name, site name, agency interest number, site identification number, and facility permit number. Indicate for each facility whether guarantee is for ~~liability coverage,~~ closure, and/or post-closure, and the amount of annual aggregate ~~liability coverage,~~ closure and/or post-closure costs covered by the guarantee.]

[Fill in Paragraphs 3 and 4 below if the guarantee is for closure and/or post closure.]

3. *Closure plans*, as used below, refers to the plans maintained as required by LAC 33:Part.VII, for the closure and/or post-closure care of the facility identified in Paragraph 2 above.

4. For value received from [insert "permit holder" or "applicant"], guarantor guarantees to the Louisiana Department of Environmental Quality that in the event that [insert "permit holder" or "applicant"] fails to perform [insert "closure," "post-closure care," or "closure and post-closure care"] of the above facility in accordance with the closure plan and other permit requirements whenever required to do so, the guarantor shall do so or shall establish a trust fund as specified in LAC 33:VII.1303.C, as applicable, in the name of [insert "permit holder" or "applicant"] in the amount of the current closure and/or post-closure estimates, as specified in LAC 33:VII.1303.

[Fill in Paragraph 5 below if the guarantee is for liability coverage.]

~~5. For value received from [insert "permit holder" or "applicant"], guarantor guarantees to any and all third parties who have sustained or may sustain bodily injury or property damage caused by sudden and accidental occurrences arising from operations of the facility covered by this guarantee that in the event that [insert "permit holder" or "applicant"] fails to satisfy a judgment or award based on a determination of liability for bodily injury or property damage to third parties caused by sudden and accidental occurrences arising from the operation of the above named facilities, or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor will satisfy such judgment(s), award(s), or settlement agreement(s) up to the coverage limits identified above.~~

65. The 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, notice to the administrative authority and to [insert "permit holder" or "applicant"] that he intends to provide alternative financial assurance as specified in [insert "LAC 33:VII.1301 " and/or "LAC 33:VII.1303"], as applicable, in the name of the [insert "permit holder" or "applicant"], within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless [insert "permit holder" or "applicant"] has done so.

76. The guarantor agrees to notify the administrative authority, 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.

~~87.~~ The guarantor agrees that within 30 days after being notified by the administrative authority of a determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor of ~~[insert "liability coverage" or "closure and/or post-closure care"]~~ he shall establish alternate financial assurance as specified in ~~[insert "LAC 33:VII.1301" and/or "LAC 33:VII.1303"]~~, as applicable, in the name of [insert "permit holder" or "applicant"], unless [insert "permit holder" or "applicant"] has done so.

~~98.~~ The guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: [if the guarantee is for closure and post-closure insert "amendment or modification of the closure and/or post-closure care, the extension or reduction of the time of performance of closure and/or post-closure"] or any other modification or alteration of an obligation of the [insert "permit holder" or "applicant"] pursuant to LAC 33:Part.VII.

~~109.~~ The guarantor agrees to remain bound under this guarantee for as long as the [insert "permit holder" or "applicant"] must comply with the applicable financial assurance requirements of [insert "LAC 33:VII.1301" and/or "LAC 33:VII.1303"] for the above-listed facility, except that guarantor may cancel this guarantee by sending notice by certified mail, to the administrative authority and to the [insert "permit holder" or "applicant"], such cancellation to become effective no earlier than 90 days after receipt of such notice by both the administrative authority and the [insert "permit holder" or "applicant"], as evidenced by the return receipts.

~~110.~~ The guarantor agrees that if the [insert "permit holder" or "applicant"] fails to provide alternative financial assurance as specified in [insert "LAC 33:VII.1301"

and/or "LAC 33:VII.1303"], as applicable, and obtain written approval of such assurance from the administrative authority within 60 days after a notice of cancellation by the guarantor is received by the administrative authority from guarantor, guarantor shall provide such alternate financial assurance in the name of the [insert "permit holder" or "applicant"].

~~4211~~. The guarantor expressly waives notice of acceptance of this guarantee by the administrative authority or by the [insert "permit holder" or "applicant"]. Guarantor 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 LAC 33:VII.1399.Appendix J, effective on the date first above written.

Effective date:_____

[Name of Guarantor]

[Authorized signature for guarantor]

[Typed name and title of person signing]

Thus sworn and signed before me this [date].

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq., and in particular R.S. 30:2154.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, Legal Affairs Division, LR 33:1098 (June 2007), amended LR 37:3258 (November 2011), amended by the Office of the Secretary, Legal Division, LR 39:**.

Subpart 2. Recycling

Chapter 103. Recycling and Waste Reduction Rules

§10313. Standards Governing the Accumulation of Recyclable Materials

A. The speculative accumulation of recyclable materials is prohibited. ~~The~~
~~Recyclable~~ materials subject to the speculative accumulation prohibition are those materials
 that:

1. – 3. ...

B. A recyclable material is not speculatively accumulated, however, if:

1. the person or entity accumulating the material can demonstrate that the material is potentially recyclable, recoverable, and/or reclaimable and has a feasible means of being recycled, recovered, and/or reclaimed; and that—during the calendar year (commencing on January 1)—the amount of material that is recycled, recovered, and/or reclaimed on-site and/or sent off-site for recycling equals at least 50 percent by weight or volume of the amount of the material accumulated at the beginning of the period. In calculating the percentage of turnover, the 50 percent requirement shall be applied to only material of the same type and that is recycled and in the same manner;~~or~~

2. the administrative authority approves storage of the recyclable material for a period in excess of one year, even though the requirements of Paragraph 1 of this Subsection are not met; or

3. the administrative authority otherwise exempts the recyclable material from the standards provided in this Section.

C. – C.1. ...

2. maintain records (e.g., manifests/trip tickets for disposal; bills of sale for materials) specifying the quantities of recyclable materials generated, accumulated and/or transported, prior to use, reuse, or recycling; and

C.3. – D. ...

AUTHORITY NOTE: Promulgated in accordance with R.S. 30:2001 et seq., and in particular R.S. 30:2154.

HISTORICAL NOTE: Promulgated by the Department of Environmental Quality, Office of the Secretary, Legal Affairs Division, LR 37:3260 (November 2011), amended by the Office of the Secretary, Legal Division, LR 40:296 (February 2014).