



APPENDIX
Wording of Financial Assurance Instruments

Form 1a—Trust Fund Agreement

A trust agreement for a trust fund, as specified in 10 CSR 80-2.030(4) (D)1. must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

IRREVOCABLE TRUST AGREEMENT

In order to provide a financial assurance instrument in accordance with sections 260.200–260.345, RSMo and 10 CSR 80-2.030(4)(D), Missouri Solid Waste Management Rules, to ensure that the [closure and/or post-closure care] requirements of the approved operating permit issued by the Missouri Department of Natural Resources (hereafter, DNR), to

_____ of _____ and
(Owner) (Address)

_____ of _____,
(Operator) (Address)

dated the _____ day of _____, 19____, and any amendments thereto will be complied with,

_____, as Settlor,
(Owner/Operator)

hereby enters into this irrevocable trust agreement and hereby transfers to _____

of _____
(Address)

a bank or financial institution which has the authority to act as a trustee and whose trust operations are examined and regulated by the state of Missouri or a federal agency, as Trustee, the cash, certificates of deposit, or U.S. government securities described on Schedule "A"

attached hereto, having a current market value of _____ dollars (\$) in trust for the DNR as sole beneficiary to be held subject to the terms and conditions set forth below. This trust is created this _____ day

of _____, 19____, and shall continue until terminated as hereafter set forth. The trust shall be named the "[Closure and/or Post-closure Care] Trust Fund for the _____" located in
(Solid Waste Disposal Area)

the _____,
(Section, Township and Range) (Town/City/Village)

_____ County, Missouri, operating permit no. _____.

1. The Trustee shall add to the trust fund additional cash, certificates of deposit and U.S. government securities when they are transferred to the Trustee over the estimated active site life of the solid waste disposal area in compliance with the requirements of the approved operating permit and any amendments thereto. A total of no more than \$100,000 in cash shall be deposited into the trust fund and any other trust or escrow account established by the owner/operator in the same bank or financial institution for the purpose of providing a financial assurance instrument for the DNR. Certificates of deposit or U.S. government securities shall be used for amounts in such accounts in excess of \$100,000.

2. All interest, and other trust fund earnings and profits, shall be accumulated in the account. There shall be no withdrawals from the trust fund except as authorized in writing by the director of the DNR.

3. All or any part of the accumulated principal and income in the trust fund may be withdrawn by the DNR, upon written request of the director of the DNR, to be used to carry out the [closure and/or post-closure care] requirements of the approved operating permit and any amendments thereto, if the owner/operator or any successor in interest fails to do so. The DNR shall mail notification of its intent to use funds for that purpose to the last known address of the owner/operator. The owner/operator has 30 days after the mailing of the notification to request a hearing under section 260.235, RSMo, regarding the disbursement of the funds. In the absence of a request for a hearing, the Trustee shall disburse the trust funds as directed by the director of the DNR, in accordance with section 260.228, RSMo.

4. The owner/operator may apply to the DNR for release of the funds held by the Trustee for [closure and/or post-closure care] of the disposal area as specified in 10 CSR 80-2.030(4)(D), Missouri Solid Waste Management Rules. Upon determination by the DNR that [closure



and/or post-closure care] has been accomplished, in accordance with the approved [closure and/or post-closure plans] and any amendments thereto, the DNR shall authorize the release or proportional release of funds to the owner/operator. At such time as all of the trust funds have been paid to or released by the DNR, this trust shall terminate.

5. The Trustee shall have full power:

- A. To retain, invest and reinvest the trust corpus in cash, certificates of deposit or U.S. government securities.
- B. To sell or exchange any or all of the trust property as the Trustee deems proper for like-kind property.
- C. To register and hold the trust property in the name of a nominee without qualification or restriction.
- D. To exercise any conversion privilege or subscription right given to the Trustee of any property constituting a portion of the trust.

6. The Trustee shall render to the Settlor and to the DNR annually, commencing on the date specified by the DNR and each year thereafter, a written statement showing the correct amount of income and disbursements during the preceding year, with a description and statement of value of the then corpus of the trust.

7. The Trustee shall notify the owner/operator and the director by certified mail, within ten (10) days following the expiration of the thirty (30)-day period after the anniversary of the date of permit issuance, if no payment is received from the owner/operator. After the amount of the instrument is equal to the estimated [closure and/or post-closure care] cost, the trustee shall not be required to send a notice of nonpayment.

8. The Trustee shall receive reasonable and customary compensation for its services hereunder, the amount of which is to be fixed by agreement of the Settlor, the Trustee and the DNR.

9. The Trustee may resign upon the appointment of a qualified successor Trustee by delivering a written resignation to both the Settlor and the DNR. Either the Settlor or the DNR may terminate the authority of the Trustee by delivering a written notice of termination to the Trustee, in which case a qualified successor Trustee shall be appointed.

10. No rescission of this trust agreement or any of its terms except as expressly provided herein shall be of any effect without consent in writing subscribed by all the parties hereto.

Signed, sealed and dated this _____ day of _____, 19____.

(Settlor)

The undersigned Trustee hereby accepts the terms and provisions of the foregoing trust and acknowledges receipt of the assets described in Schedule "A" attached hereto.

(Trustee)

Approved:
State of Missouri
Department of Natural Resources
For the Director
By _____



Form 1b—Certification of Acknowledgment

The following is an example of the certification of acknowledgment which must accompany the trust agreement for a trust fund.

State of Missouri

County of _____

On this [date], before me personally came [owner/operator] to me known, who, being by me duly sworn, did depose and say that s/he resides at [address], that s/he is [title] of [corporation], the corporation described in and which executed the above instrument; that s/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 s/he signed his/her name thereto by like order.

[Signature of Notary Public]



Form 2—Escrow Agreement

An escrow agreement for an escrow account, as specified in 10 CSR 80-2.030(4)(D)1., must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

IRREVOCABLE ESCROW AGREEMENT

In order to provide a financial assurance instrument in accordance with sections 260.200 to 260.345, RSMo and 10 CSR 80-2.030(4)(D), Missouri Solid Waste Management Rules, to ensure that the [closure and/or post-closure care] requirements of the approved operating permit issued by the Missouri Department of Natural Resources (hereafter, DNR), to

_____ of _____,
(Owner) (Address)

_____ of _____,
(Operator) (Address)

dated the _____ day of _____, 19____, and any amendments thereto will be complied with,

_____, as Owner and Operator,
(Owner/Operator)

hereby enters into this irrevocable escrow agreement and hereby transfers to _____

_____ of _____,
(Address)

a bank or financial institution which is examined and regulated by the state of Missouri or a federal agency, as Escrow Agent, the cash, certificates of deposit, or U.S. government securities described on Schedule "A" attached hereto, having a current market value of _____ dollars (\$ _____) in escrow to be held subject to the terms and conditions

set forth below. This escrow account is established this _____ day of _____, 19____, and shall continue until terminated as hereafter set forth. The escrow account shall be named the "[Closure and/or Post-closure Care] Escrow Account for the _____

_____ "
(Solid Waste Disposal Area)

located in the _____,
(Section, Township and Range) (Town/City/Village)

_____ County, Missouri, operating permit no. _____.

1. The Escrow Agent shall add to the principal of the escrow account additional cash, certificates of deposit and U.S. government securities when they are transferred to the Escrow Agent over the estimated active site life of the solid waste disposal area in compliance with the requirements of the approved operating permit and any amendments thereto. A total of no more than \$100,000 in cash shall be deposited into this escrow account and any other escrow or trust account established by the owner/operator in the same bank or financial institution for the purpose of providing a financial assurance instrument for the DNR. Certificates of deposit or U.S. government securities shall be used for amounts in such accounts in excess of \$100,000.

2. All interest, and other escrow account earnings and profits, shall be accumulated in the account. There shall be no withdrawals from the escrow account except as authorized in writing by the director of the DNR.

3. All or any part of the accumulated principal and income in the escrow account may be withdrawn by the DNR, upon written request of the director of the DNR, to be used to carry out the [closure and/or post-closure care] requirements of the approved operating permit and any amendments thereto, if the owner/operator or any successor in interest fails to do so. The DNR shall mail notification of its intent to use funds for that purpose to the last known address of the owner/operator. The owner/operator has 30 days after the mailing of the notification to request a hearing under section 260.235, RSMo, regarding the disbursement of the funds. In the absence of a request for a hearing, the Escrow Agent shall disburse the escrow account funds as directed by the director of the DNR in accordance with section 260.228, RSMo.



4. The owner/operator may apply to the DNR for release of the funds held by the Escrow Agent for [closure and/or post-closure care] of the disposal area as specified in 10 CSR 80-2.030(4)(D), Missouri Solid Waste Management Rules. Upon determination by the DNR that [closure and/or post-closure care] has been accomplished, in accordance with the approved [closure and/or post-closure plans] and any amendments thereto, the DNR shall authorize the release or proportional release of funds to the Owner/Operator. At such time as all of the escrow account funds have been paid to or released by the DNR, this escrow agreement shall terminate.
5. The Escrow Agent shall have full power:
 - A. To retain, invest and reinvest the escrow account property in cash, certificates of deposit or U.S. government securities.
 - B. To sell or exchange any or all of the escrow account property as the Escrow Agent deems proper for like-kind property.
 - C. To register and hold the escrow account property in the name of a nominee without qualification or restriction.
 - D. To exercise any conversion privilege or subscription right given to the Escrow Agent of any property constituting a portion of the escrow account.
6. The Escrow Agent shall render to the owner/operator and to the DNR annually, commencing on the date specified by the DNR and each year thereafter, a written statement showing the correct amount of income and disbursements during the preceding year, with a description and statement of value of the then escrow account.
7. The Escrow Agent shall notify the owner/operator and the director by certified mail, within ten (10) days following the expiration of the thirty (30)-day period after the anniversary of the date of permit issuance, if no payment is received from the owner/operator. After the amount of the instrument is equal to the estimated [closure and/or post-closure care] cost estimate, the Escrow Agent shall not be required to send a notice of nonpayment.
8. The Escrow Agent shall receive reasonable and customary compensation for its services hereunder, the amount of which is to be fixed by agreement of the owner/operator, the Escrow Agent and the DNR.
9. The Escrow Agent may resign upon the appointment of a qualified successor Escrow Agent by delivering a written resignation to both the owner/operator and the DNR. Either the owner/operator or the DNR may terminate the authority of the Escrow Agent by delivering a written notice of termination to the Escrow Agent, in which case a qualified successor Escrow Agent shall be appointed.
10. No rescission of this escrow agreement or any of its terms except as expressly provided herein shall be of any effect without consent in writing subscribed by all the parties hereto.

Signed, sealed and dated this _____ day of _____, 19____.

(Owner/Operator)

State of Missouri
Department of Natural Resources
For the Director
By _____

The undersigned Escrow Agent hereby accepts the terms and provisions of the foregoing escrow agreement and acknowledges receipt of the assets described in "Schedule A" attached hereto.

(Escrow Agent)


Form 2b—Irrevocable Standby Escrow Agreement

A standby escrow agreement for a financial guarantee bond, performance bond or irrevocable standby letter of credit, as specified in 10 CSR 80-2.030(4)(D), must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

IRREVOCABLE STANDBY ESCROW AGREEMENT

In order to provide a standby escrow account for a financial assurance instrument in accordance with sections 260.200 to 260.345, RSMo and 10 CSR 80-2.030(4)(D), Missouri Solid Waste Management Rules, to ensure that the [closure and/or post-closure care] requirements of the approved operating permit issued by the Missouri Department of Natural Resources (hereafter, DNR), to

_____ of _____,
 (Owner) (Address)

_____ of _____,
 (Operator) (Address)

dated the _____ day of _____, 199____, and any amendments thereto will be complied with,

_____, as Owner and Operator, hereby enters into this irrevocable standby escrow agreement for the receipt and disbursement of the proceeds of the financial guarantee bond, performance bond or irrevocable standby letter of credit as described in "Schedule A," attached hereto, and hereby transfers said proceeds to

_____ of _____,
 (Escrow Agent) (Address)

a bank or financial institution which is examined and regulated by the state of Missouri or a federal agency, as Escrow Agent. The proceeds of the securities described on "Schedule A," attached hereto, are to be held subject to the terms and conditions set forth

below. This standby escrow account is established this _____ day of _____, 199____, and shall continue until terminated as hereafter set forth below. The escrow account shall be named the "[Closure and/or Post-closure Care] Escrow Account for the

_____"
 (Solid Waste Disposal Area)

located in the _____,
 (Section, Township and Range) (Town/City/Village)

_____ County, Missouri, operating permit number _____.

1. The Escrow Agent shall receive cash, certificates of deposit and U.S. government securities when they are transferred to the Escrow Agent by the Surety(ies) or Bank(s) pursuant to direction of the DNR in compliance with the requirements of the bond(s) or letter(s) of credit referred to in "Schedule A" over the life of the solid waste disposal area in compliance with the requirements of the approved operating permit and any amendments thereto. A total of no more than \$100,000 in cash shall be deposited into this escrow account and any other escrow or trust account established by the owner/operator in the same bank or financial institution for the purpose of providing a financial assurance instrument for the DNR. Certificates of deposit or U.S. government securities shall be used for amounts in such accounts in excess of \$100,000.

2. All interest, and other escrow account earnings and profits, shall be accumulated in the account. There shall be no withdrawals from the escrow account except as authorized in writing by the director of the DNR.

3. All or any part of the accumulated principal and income in the escrow account may be withdrawn by the DNR, upon written request of the director of the DNR, to be used to carry out the [closure and/or post-closure care] requirements of the approved operating permit and any amendments thereto, if the owner/operator or any successor in interest fails to do so. The DNR shall mail notification of its intent to use funds for that purpose to the last known address of the owner/operator and the Surety(ies) or Bank(s). The owner/operator has thirty (30) days after the mailing of the notification to request a hearing under section 260.235, RSMo, regarding the disbursal of the funds. In the absence of a request for a hearing, the Escrow Agent shall disburse the escrow account funds as directed by the director of the DNR in accordance with section 260.228, RSMo.

4. The Surety(ies) or Bank(s) on behalf of the owner/operator may apply to the DNR for release of the funds held by the Escrow Agent for [closure and/or post-closure care] of the disposal area as specified in 10 CSR 80-2.030(4)(D), Missouri Solid Waste Management Rules. Upon determination by the DNR that [closure and/or post-closure care] has been accomplished, in accordance with the approved [closure and/or post-closure plans] and any amendments thereto, the DNR shall authorize the release or proportional release of funds to the Surety(ies) or Bank(s). At such time as all of the escrow account funds have been paid to or released by the DNR, this escrow agreement shall terminate.



- 5. The Escrow Agent shall have full power:
 - A. To retain, invest and reinvest the escrow account property in cash, certificates of deposit or U.S. government securities.
 - B. To sell or exchange any or all of the escrow account property as the Escrow Agent deems proper for like-kind property.
 - C. To register and hold the escrow account property in the name of a nominee without qualification or restriction.
 - D. To exercise any conversion privilege or subscription right given to the Escrow Agent of any property constituting a portion of the escrow account.
- 6. After a deposit of funds in the escrow account, the Escrow Agent shall render to the owner/operator, Surety(ies) or Bank(s) and to the DNR annually, commencing thirty (30) days after the initial deposit and each year thereafter, a written statement showing the correct amount of income and disbursements during the preceding year, with a description and statement of value of the then escrow account.
- 7. The escrow agent shall notify the owner/operator and the director, by certified mail, within ten (10) days following the deposit of funds by the Surety(ies) or Bank(s) of the date and amount of such deposit.
- 8. The Escrow Agent shall receive reasonable and customary compensation for its services hereunder, the amount of which is to be fixed by agreement of the owner/operator, the Escrow Agent and the DNR.
- 9. The Escrow Agent may resign upon the appointment of a qualified successor Escrow Agent by delivering a written resignation to the owner/operator, Surety(ies) or Bank(s) and the DNR. The owner/operator and the DNR may terminate the authority of the Escrow Agent by delivering a written notice of termination to the Escrow Agent after the qualified successor Escrow Agent has been appointed.
- 10. No rescission of this escrow agreement or any of its terms except as expressly provided herein shall be of any effect without consent in writing subscribed by all the parties hereto.

Signed, sealed and dated this _____ day of _____, 19_____.

(Owner/Operator)

State of Missouri
Department of Natural Resources
For the Director:

by _____

The undersigned Escrow Agent hereby accepts the terms and provisions of the foregoing escrow agreement and acknowledges receipt of the assets described in "Schedule A" attached hereto.

(Escrow Agent)

(Title)

SCHEDULE A

Financial Bond Number(s): _____

Performance Bond Number(s): _____

Letter of Credit Number(s): _____

Other Securities: _____

Issued by: _____,

(address) _____

Confirmed/Advised by: _____,

(address) _____

on the _____ day of _____, 199_____, attached.

**Form 3—Financial Guarantee Bond**

A surety bond guaranteeing payment into a trust fund or escrow account, as specified in 10 CSR 80-2.030(4)(D)2. must be worded as follows, 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/operator]

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

State of incorporation: _____

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

Solid Waste Operating Permit Number, name, address, and closure and/or post-closure care amount(s) for each disposal area guaranteed by this bond [indicate closure and post-closure care 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 Missouri Department of Natural Resources 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, under the Missouri Solid Waste Management Law, sections 260.200–260.345, RSMo, to have a permit in order to own or operate the solid waste disposal area(s) identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for closure and/or post-closure care, as a condition of the permit; and

WHEREAS, said Principal shall establish a standby trust fund or escrow account as is required by the Missouri Solid Waste Rules when a surety bond is used to provide such financial assurance;

NOW THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully, before the beginning of final closure of the disposal area identified above, fund the standby trust fund or escrow account in the amount(s) identified above for the disposal area.

OR, if the Principal shall fund the standby trust fund or escrow account in such amount(s) within fifteen (15) days after an order to begin closure is issued by the Director of the Missouri Department of Natural Resources, hereinafter known as director, his/her designated representative or a court of competent jurisdiction,

OR, if the Principal shall provide alternate financial assurance as specified in 10 CSR 80-2.030(4)(D) of the Missouri Solid Waste Management Rules and obtain written approval from the director or his/her designated representative of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and the director or his/her designated representative from the Surety(ies), then this obligation shall 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 or his/her designated representative that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the disposal area(s) into the standby trust fund or escrow account as directed by the director or his/her designated representative.

The Surety(ies) hereby waives notification of amendments to closure or post-closure plans, permits, applicable laws, statutes and rules 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 the penal sum.



The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the director or his/her designated representative, provided, however, that cancellation shall not occur during the one hundred twenty (120) days beginning on the date of receipt of notice of cancellation by *both* the Principal and the director or his/her designated representative, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies) and to the director or his/her designated representative, 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 or his/her designated representative.

The Principal and Surety(ies) hereby agree that no portion of the penal sum may be expended without prior written approval of the director or his/her designated representative.

IN WITNESS WHEREOF, the Principal and the Surety have executed this FINANCIAL GUARANTEE BOND and have affixed their seals on the date set forth above.

The persons whose signature appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies), that each Surety hereto is authorized to do business in the state of Missouri and that the wording of this surety bond is identical to the wording specified in 10 CSR 80-2.030(4)(D)2. as such rules were constituted on the date this bond was executed.

PRINCIPAL

[Signature(s)]
[Name(s)]
[Title(s)]
[Corporate Seal]

CORPORATE SURETIES

[Name and address]
State of incorporation: _____
Liability limit: _____
[Signature(s)]
[Name(s) and title(s)]
[Corporate Seal]
[This information must be provided for each co-surety]
Bond Premium: \$ _____

**Form 4—Performance Bond**

A surety bond guaranteeing performance of closure and/or post-closure care, as specified in 10 CSR 80-2.030(4)(D)3. must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

PERFORMANCE BOND

Date bond executed: _____

Effective date: _____

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

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

State of incorporation: _____

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

Solid Waste Operating Permit Number, name, address, and closure and/or post-closure care amount(s) for each disposal area guaranteed by this bond [*indicate closure and post-closure care 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 Missouri Department of Natural Resources 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 for 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, under the Missouri Solid Waste Management Law, sections 260.200–260.345, RSMo to have a permit in order to own or operate the solid waste disposal area(s) identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for closure and/or post-closure care, as a condition of the permit; and

WHEREAS, said Principal shall establish a standby trust fund or escrow account as is required when a surety bond is used to provide such financial assurance;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each disposal area for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, and rules, as such laws, statutes and rules may be amended;

AND, if the Principal shall faithfully perform post-closure care of each disposal area for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes and rules, as such laws, statutes and rules may be amended.

OR, if the Principal shall provide alternate financial assurance as specified in 10 CSR 80-2.030(4)(D) of the Missouri Solid Waste Management Rules and obtain the written approval of the director of the Missouri Department of Natural Resources, hereafter known as director, or his/her designated representative of such assurance, within ninety (90) days after the date notice of cancellation is received by both the Principal and director or his/her designated representative, then this obligation shall be null and void, otherwise it is to remain in full force and effect.

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



Upon notification by the director or his/her designated representative that the Principal has been found in violation of the closure requirements in 10 CSR 80-2.030 and/or sections 260.200 through 260.345, RSMo and in the approved closure plan for the disposal area for which this bond guarantees performances of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements, or place the closure amount guaranteed for the disposal area into the standby trust fund or escrow account as directed by the director or his/her designated representative.

Upon notification by the director or his/her designated representative that the Principal has been found in violation of the post-closure care requirements in 10 CSR 80-2.030 and/or sections 260.200 through 260.345, RSMo and in the approved post-closure plan for the disposal area for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure in accordance with the post-closure plan and other permit requirements or place the post-closure care amount guaranteed for the disposal area into the standby trust fund or escrow account as directed by the director or his/her designated representative.

Upon notification by the director or his/her designated representative that the Principal has failed to provide alternate financial assurance as specified in 10 CSR 80-2.030 of the Missouri Solid Waste Management Rules, and obtain written approval of such assurance from the director or his/her designated representative during the ninety (90) days following receipt by both the Principal and the director or his/her designated representative of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the disposal area into the standby trust fund or escrow account as directed by the director or his/her designated representative.

The Surety(ies) hereby waives notification of amendments to closure or post-closure plans, permits, applicable laws, statutes and rules 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 the penal sum.

ALTERNATIVE II

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the director or his/her designated representative, provided, however, that cancellation shall not occur during the one hundred twenty (120) days beginning on the date of receipt of notice of cancellation by both the Principal and the director or his/her designated representative, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety and to the director or his/her designated representative, 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 or his/her designated representative.

The Principal and Surety(ies) hereby agree that no portion of the penal sum may be expended without prior written approval of the director or his/her designated representative.

IN WITNESS WHEREOF, the Principal and the Surety(ies) have executed this surety bond and have affixed their seals on the date set forth above.

Those persons whose signature appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety, that each Surety hereto is authorized to do business in the state of Missouri and that the wording of this surety bond is identical to the wording specified in 10 CSR 80-2.030(4)(D)3. as such rules were constituted on the date this bond was executed.

PRINCIPAL

[Signature(s)]
[Name(s)]
[Title(s)]
[Corporate seal]

Corporate Surety(ies)

[Name and address]
State of incorporation: _____
Liability limit: \$ _____

[Signature(s)]
[Name(s) and title(s)]
[Corporate seal]

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

Bond premium: \$ _____



Form 5—Letter of Credit

A letter of credit, as specified in 10 CSR 80-2.030(4)(D)4. must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets removed:

IRREVOCABLE STANDBY LETTER OF CREDIT

Director
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit Number _____ in favor of the Missouri Department of Natural Resources at the request and for the account of [owner/operator's name(s) and address(es)] _____ to provide financial assurance for the [closure and/or post-closure care] of its solid waste disposal area in [name of county], _____ Missouri operating under solid waste disposal area operating permit No. _____ for any sum or sums up to the aggregate amount of [in words] _____ U.S. dollars \$ _____ available upon presentation of:

(1) A sight draft, bearing reference to the Letter of Credit No. drawn by the director of the Missouri Department of Natural Resources or his/her designated representative, together with;

(2) A statement signed by the director of the Missouri Department of Natural Resources or his/her designated representative, declaring that the amount of the draft is payable into the [standby trust fund or escrow account] pursuant to the rules issued under the authority of the Missouri Solid Waste Management Law, sections 260.200-260.345, RSMo.

This Letter of Credit is effective as of [date] and shall expire on [date at least one (1) year later] but such expiration date shall be automatically extended for a period of [at least one (1) year] on [date] and on each successive expiration date thereafter, unless, at least one hundred twenty (120) days before the current expiration date, we notify both you and [name(s) of owner/operator] by certified mail that we have decided not to extend this Letter of Credit beyond the then current expiration date. In the event you are so notified, any unused portion of this Letter of Credit shall be available upon presentation of your sight draft for one hundred twenty (120) days after the date of receipt by both you and [name(s) of owner/operator], as shown on the signed return receipts.

Whenever this Letter of Credit is drawn on 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 or escrow account] of [name(s) of owner/operator] in accordance with your instructions.

We certify that the wording of this Letter of Credit is identical to the wording specified in 10 CSR 80-2.030(4)(D)4. as such rules were constituted on the date shown immediately below.

[Signature(s) and Titles of Official(s)
of Issuing Institutions]

[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"].



Form 6—Certificate of Insurance

A certificate of insurance as specified in 10 CSR 80-2.030(4)(D)5. must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

CERTIFICATE OF INSURANCE FOR CLOSURE OR POST-CLOSURE CARE

Name and Address of Insurer (herein called the "Insurer"): _____

Name and Address of Insured (herein called the "Insured"): _____

Disposal Areas Covered: [List for each disposal area:]

[The Solid Waste Operating Permit Number, name, address, and the amount of insurance for closure and/or the amount for post-closure care (these amounts for all disposal areas 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 "closure" or "closure and post-closure care" or "post-closure care"] for the disposal areas identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of 10 CSR 80-2.030(4)(D)5. of the Missouri Solid Waste Management Rules as applicable and as such rules were constituted on the date shown immediately below. It is agreed that any provision of the policy inconsistent with such rules is hereby amended to eliminate such inconsistency.

Whenever requested by the Director of the Department of Natural Resources or his/her designated representative, the Insurer agrees to furnish to the Director of the Department of Natural Resources or his/her designated representative a duplicate original of the policy listed above, including all endorsements thereon.

I hereby certify that the Insurer is admitted, authorized or eligible to conduct insurance business in the state of Missouri and that the wording of this certificate is identical to the wording specified in 10 CSR 80-2.030(4)(D)5. as such rules were constituted on the date shown immediately below.

[Authorized signature for Insurer]

[Name of person signing]

[Title of person signing]

Signature of witness or notary: _____

[DATE]



Form 7—Letter From Chief Financial Officer

A letter from the chief financial officer, as specified in 10 CSR 80-2.030(4)(D)6. must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

LETTER FROM CHIEF FINANCIAL OFFICER

Director
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102

Dear Sir:

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 10 CSR 80-2.030(4)(D)6. of the Missouri Solid Waste Management Rules (SWMR).

[Fill out the following four paragraphs regarding disposal areas and associated cost estimates. If your firm has no disposal areas that belong in a particular paragraph, write “None” in the space indicated. For each disposal area, include its Solid Waste Operating Permit Number, name, address and current closure and/or post-closure care cost estimates. Identify each cost estimate as to whether it is for closure or post-closure care.]

- 1. This firm is the owner/operator of the following solid waste disposal areas for which financial assurance for closure and/or post-closure care is demonstrated to the state of Missouri through the financial test pursuant to that specified in 10 CSR 80-2.030(4)(D)6. of the SWMR. The current closure and/or post-closure care cost estimates covered by the test are shown for each disposal area:
2. This firm guarantees, through a corporate guarantee pursuant to that specified in 10 CSR 80-2.030(4)(D)6. of the SWMR, the closure and/or post-closure care of the following solid waste disposal area(s) located in the state of Missouri owned or operated by subsidiaries of this firm. The current cost estimates for the closure and/or post-closure care so guaranteed are shown for each disposal area(s):
3. This firm is the owner/operator or guarantor of the following solid waste disposal areas for which financial assurance for closure and/or post-closure care is demonstrated through a financial test similar to that specified in 10 CSR 80-2.030(4)(D)6. of the SWMR. The current cost estimates for the closure and/or post-closure care covered by the test are shown for each disposal area:
4. This firm is the owner/operator of the following solid waste disposal areas for which financial assurance for closure and/or post-closure care is demonstrated to a state through a financial test or other financial assurance instruments distinct from those specified in 10 CSR 80-2.030(4)(D)6. of the SWMR. The current closure and/or post-closure care cost estimates covered by such financial assurance are shown for each disposal area:

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 fiscal year, ended [date].

[Fill in Alternative I if the criteria of 10 CSR 80-2.030(4)(D)6.A.(I) of the SWMR are used. Fill in Alternative II if the criteria of 10 CSR 80-2.030(4)(D)6.A.(II) of the SWMR are used.]

ALTERNATIVE I

- 1. Sum of current closure and post-closure care cost estimates [total of all cost estimates shown in the four paragraphs above].....\$
*2. Total liabilities [This amount must include an appropriate portion of closure and/or post-closure cost estimates for landfills located in states other than Missouri.]\$
*3. Tangible net worth.\$
*4. Net worth.\$
*5. Current assets.\$
*6. Current liabilities.\$
*7. The sum of net income plus depreciation, depletion and amortization\$
8. Total assets in U.S. (required only if less than 90% of firm’s assets are located in the U.S.).....\$



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

ALTERNATIVE II

1. Sum of current closure and post-closure care cost estimates [total of all cost estimates shown in the four paragraphs 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		_____
*5. Tangible net worth	\$	_____
*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 2 times line 1.?		
*8. Are at least 90% of firm's assets located in the U.S.? If not, complete line 9		
9. Is line 6. at least 2 times line 1.?		

"CERTIFICATION I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete.

I also hereby certify that the wording of this letter is identical to that specified in 10 CSR 80-2.030(4)(D)6. as such rules were constituted on the date shown immediately below."

[Signature]
[Name]
[Title]
[Date]

**Form 8—Corporate Guarantee**

A corporate guarantee, as specified in 10 CSR 80-2.030(4)(D)6. must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

CORPORATE GUARANTEE

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 Missouri Department of Natural Resources, obligee, on behalf of your subsidiary [owner/operator] of [business address].

Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 10 CSR 80-2.030(4)(D)6. of the Missouri Solid Waste Management Rules (SWMR).

2. [Owner/operator] owns or operates the following solid waste disposal area(s) covered by this guarantee: [List for each disposal area Solid Waste Operating Permit Number, name and address. Indicate for each whether guarantee is for closure, post-closure care or both.]

3. “Closure plans” and “post-closure plans” as used below refer to the plans maintained as required by 10 CSR 80-2.030(4)(A) of the SWMR for the closure and post-closure care of disposal areas as identified above.

4. For value received from [owner/operator], guarantor guarantees to the Missouri Department of Natural Resources that in the event that [owner/operator] fails to perform [insert “closure,” “post-closure care” or “closure and post-closure care”] of the above disposal area(s) in accordance with the closure or post-closure plans and other permit requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in 10 CSR 80-2.030(4)(D)1. of the SWMR as applicable, in the name of [owner/operator] in the amount of the current closure or post-closure care cost estimates as specified in 10 CSR 80-2.030(4) of the SWMR.

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 within ninety (90) days, by certified mail, notice to the Director of the Missouri Department of Natural Resources, hereinafter known as director, or his/her authorized representative and to [owner/operator] that s/he intends to provide alternative financial assurance as specified in 10 CSR 80-2.030(4)(D) of the SWMR, as applicable, in the name of [owner/operator]. Within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless [owner/operator] has done so.

6. The guarantor agrees to notify the director or his/her authorized representative 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.

7. Guarantor agrees that within thirty (30) days after being notified by director or his/her authorized representative of a determination that guarantor no longer meets the financial test criteria or that s/he is disallowed from continuing as a guarantor of closure or post-closure care, s/he shall establish alternate financial assurance as specified in 10 CSR 80-2.030(4)(D) of the SWMR, as applicable, in the name of [owner/operator] unless the [owner/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 closure or post-closure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or post-closure care, or any other modification or alteration of an obligation of the owner/operator pursuant to the SWMR.

9. Guarantor agrees to remain bound under this guarantee for so long as [owner/operator] must comply with the applicable financial assurance requirements of 10 CSR 80-2.030(4) of the SWMR for the above-listed disposal area(s), except that guarantor may cancel this guarantee by sending notice by certified mail to the director or his/her authorized representative and to [owner/operator], such cancellation to become effective no earlier than one hundred twenty (120) days after receipt of such notice by both the director or his/her authorized representative and [owner/operator], as evidenced by the return receipts.

10. Guarantor agrees that if [owner/operator] fails to provide alternate financial assurance as specified in 10 CSR 80-2.030(4)(D) of the SWMR as applicable, and obtain written approval of such assurance from the director or his/her authorized representative within ninety (90) days after a notice of cancellation by the guarantor is received by director or his/her authorized representative from guarantor, guarantor shall provide such alternate financial assurance in the name of [owner/operator].

11. Guarantor expressly waives notice of acceptance of this guarantee by the director or his/her authorized representative or by [owner/operator]. Guarantor also expressly waives notice of amendments or modifications of the closure and/or post-closure plan and of amendments or modifications of the disposal area permit(s).



I hereby certify that the wording of this guarantee is identical to that specified in 10 CSR 80-2.030(4)(D)6. as such rules were constituted on the date first above written.

Effective date: _____

[Name of guarantor]

[Authorized signature for guarantor]

[Name of person signing]

[Title of person signing]

Thus sworn and signed before me on this the _____ day of _____, 19 _____.

NOTARY PUBLIC



Form 9—Contract of Obligation

A contract of obligation as specified in 10 CSR 80-2.030(4)(D)7., must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:

CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between _____ Missouri and the Missouri Department of Natural Resources hereinafter referred to as the MoDNR.
(City/County)

WHEREAS, _____, Missouri has submitted a permit application for the construction, operation and maintenance of a solid waste disposal area to MoDNR pursuant to the requirements of sections 260.200 to 260.345, RSMo, the Missouri Solid Waste Management Law (hereinafter “Law”) and the rules promulgated thereunder; and
(City/County)

WHEREAS, pursuant to the Missouri Solid Waste Management Rules, 10 CSR 80-2.030(4)(D)7., a municipality or county may execute a “contract of obligation” to satisfy the requirements for a financial assurance instrument in applying for a permit to operate a solid waste disposal area.

NOW THEREFORE, in consideration of the issuance of Permit No. _____ by MoDNR to _____, Missouri for the operation of a solid waste disposal area and in consideration of the mutual covenants contained herein, MoDNR and _____, Missouri hereby agree as follows:
(City/County)

1. _____, Missouri is hereby bound unto MoDNR in the sum of \$ _____ and hereby
(City/County) authorizes the Director of the MoDNR, or designee, to collect said sum from any funds being disbursed or to be disbursed by the state of Missouri to _____, Missouri upon
(City/County) failure of _____, Missouri to [close and/or provide post-closure care for] the solid waste disposal area in accordance
(City/County) with the requirements of the Law, the regulations duly promulgated thereunder and the approved [closure and/or post-closure] plans.
2. Should MoDNR find that _____, Missouri has failed to properly [close and/or provide post-closure care for] the solid waste disposal area, MoDNR shall notify _____, Missouri of such finding and pursuant to 260.235, RSMo shall afford
(City/County) the opportunity for administrative and judicial review of such finding.
3. _____, Missouri hereby authorizes the Director of the Department of Revenue and the State Treasurer to withhold
(City/County) from any funds being disbursed or to be disbursed by the state of Missouri to _____, Missouri the sum of \$ _____
(City/County) upon receiving notice from the Director of MoDNR of _____, Missouri’s failure to properly [close and/or
(City/County) provide post-closure care for] the solid waste disposal area.
4. This contract shall terminate upon written notice from MoDNR that _____, Missouri is released from the requirements for
(City/County) a financial assurance instrument for [closure and/or post-closure care] as required by the Law and the rules promulgated thereunder.



5. If _____, Missouri desires to terminate this contract prior to completing proper [closure and/or post-closure care] (City/County)

for the solid waste disposal area it must:

- (a) send a notice of termination in writing addressed and delivered to the MoDNR 120 days before that termination will occur; and
(b) post with the MoDNR an acceptable alternative financial assurance instrument, as provided for by the Law or by any rules adopted pursuant to the Law within 90 days after the notice of termination is received by the department; and
(c) receive a written acknowledgment from the MoDNR of receipt by MoDNR of an acceptable alternative financial assurance instrument.

If _____, Missouri does not provide an acceptable alternative financial assurance instrument within the time limit specified (City/County)

above, this contract shall remain in effect until terminated as specified in 4. of this contract.

6. _____, Missouri has by resolution attached hereto as Attachment A and which by this reference is incorporated herein (City/County)

and expressly made a part of this agreement, authorized the signatory hereof to execute this contract of obligation and bind _____, Missouri to the terms thereof.

(City/County)

7. The effective date of this contract is the date this contract is signed by the Director of MoDNR.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

(City/County)

BY: _____
(Name and Title of Signatory Agency)

DATE: _____

MISSOURI DEPARTMENT OF NATURAL RESOURCES

BY: _____
(Director)

DATE: _____



Form 9b, (Attachment A)

RESOLUTION

WHEREAS, _____, Missouri deems it necessary and proper to enter into a “contract of obligation” with the Department of Natural Resources as authorized by the Law and by the rules adopted pursuant to the Law.

(City/County)

NOW, THEREFORE, BE IT RESOLVED by the above-named city or county that _____, as the Signatory,

(Name and Title of Signatory Agent)

Missouri is hereby Agent of _____ authorized to enter into the contract of obligation affixed hereto and to sign the contract

(City/County)

of obligation on behalf of the above-named city or county and in addition certifies that this contract is identical to the wording specified in 10 CSR 80-2.030(4)(D)7. as such rules were constituted on the date this contract was signed.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 19__.

(Signature and Title of Governing Body Official)

Attest: _____
(Signature of City Clerk, County Clerk, etc.)



Form 10-Local Government Financial Test; To accompany the submittal of Forms 9 and 9b, after April 9, 1998 as specified in 10 CSR 80-2.030(4)(D)7., and must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

LOCAL GOVERNMENT FINANCIAL TEST

Director
Missouri Department of Natural Resources
Attention: Solid Waste Management Program
P.O. Box 176
Jefferson City, MO 65102

Dear Director:

I am the chief financial officer for _____, Missouri. This letter is in support of this [city's/county's] use of a Contract of Obligation to demonstrate landfill financial assurance for [closure and/or post-closure care], as specified in 10 CSR 80-2.030(4)(D)7. of the Missouri Solid Waste Management Rules (SWMR).

The fiscal year of _____, Missouri ends on [month, day]. The figures for the following items marked with an asterisk are derived from this [city's/county's] independently audited, year-end financial statements for the latest completed fiscal year, ending [date]:

1. _____, Missouri is the owner/operator of the following solid waste disposal areas for which financial assurance for closure and/or post-closure care is demonstrated to the state of Missouri through a Contract of Obligation pursuant to that specified in 10 CSR 80-2.030(4)(D)7. of the SWMR. The current closure and/or post-closure care cost estimates covered by this test are shown for each disposal area:

[For each solid waste disposal area, include its Solid Waste Operating Permit Number, name, address and the current annual closure, post-closure care and total FAI cost estimates.]

- 1a. Total Annual Closure Costs: \$ _____
1b. Total Annual Post-Closure Care Costs: \$ _____
1c. Total Annual Financial Assurance Costs: \$ _____

2. Relative Size Threshold. _____, Missouri is the guarantor of the following regulated environmental sites for which financial assurance is demonstrated through a guarantee similar to that specified in Form 9, 10 CSR 80-2.030(4)(D)7. of the SWMR. The current annual costs guaranteed to the Missouri Department of Natural Resources or the United States Environmental Protection Agency for each site are as follows:

- 1c. Total Annual Landfill Financial Assurance: \$ _____
2a. Annual Corrective Action Costs: \$ _____
2b. Annual Remedial Action Costs: \$ _____
2c. Annual Underground Storage Tank Costs: \$ _____
2d. Annual Hazardous Waste Management Costs: \$ _____
2e. Annual Land Reclamation Costs: \$ _____
2f. Annual Underground Injection Well Costs: \$ _____
2g. Annual PCB Storage Facility Costs: \$ _____
2h. Annual Dioxin Storage Facility Costs: \$ _____

2i. Total Annual Environmental Guarantees: \$ _____
(Add lines 1c, 2a, 2b, 2c, 2d, 2e, 2f, 2g and 2h to get line 2i)

2j. *Total Revenues: \$ _____

2k. Relative Size Threshold (Line 2i divided by line 2j): 0.

Is Line 2k equal to or less than 0.430? Yes ___ No ___



3. Operating Deficit Ratio. _____, Missouri noted the following Operating Deficit Ratios for the previous two fiscal years [insert a (+) or (-) where noted]:

Last Year Previous Year

Operating Deficit Ratio: 1)() _____ 2)() _____

Are both lines 3.1) and 3.2) greater than +0.0500? Yes ___ No ___

If "Yes," were the revenue measures generating the deficit approved by public vote according to Article VI, Sections 26(a) through 26(g) of the *Constitution of Missouri*? Yes ___ No ___

4. I hereby attest that _____, Missouri is currently not in default on any outstanding general obligation bonds, general obligation notes and/or revenue bonds.

5. I hereby attest that _____, Missouri does not have any outstanding general obligation bonds with a Standard & Poor's rating of BB, B, CCC, CC, C or D or a Moody's rating of Ba, B, Caa, Ca or C or speculative grade general obligation bonds rated by an agency other than Standard and Poor's or Moody's.

6. Financial Components. [Fill in either Alternative I, if the criteria of 10 CSR 80-2.030(4)(D)7.F.(I) of the SWMR are used, or Alternative II, if the criteria of 10 CSR 80-2.030(4)(D)7.F.(II) of the SWMR are used.]

ALTERNATIVE I

A. *Liquidity Ratio = _____. Is the Liquidity Ratio greater than or equal to 0.050? Yes ___ No ___

B. *Debt Service Ratio = _____. Is the Debt Service Ratio less than or equal to 0.200? Yes ___ No ___

ALTERNATIVE II

The current rating for outstanding general obligation bonds for _____, Missouri is _____ as rated by [Standard & Poor's or Moody's].

7. Certification. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete.

I also hereby certify that the wording of this letter is identical to that specified in 10 CSR 80-2.030(4)(D)7. as such rules were constituted on the date shown immediately below.

[Signature]

_____, _____
[Name] [Title]

[Date]



Worksheet: Definitions for 10 CSR 80-2.030(4)(D)7. and Appendix Form 10

1. Total Expenditures is defined as the sum of the total annual expenditures of the general revenue fund, special revenue funds and debt service funds, plus the total operating expenses before depreciation of enterprise funds, the total net non-operating revenues of enterprise funds (if negative) and the total net non-operating revenues of internal service funds (if negative).

2. Total Revenues is defined as the sum of total annual revenues of the general fund, special projects funds, the debt service fund and capital projects funds, plus the total operating revenues of enterprise funds, total net non-operating revenues of enterprise funds (if positive) and total net non-operating revenues of internal service funds (if positive).

3. The Relative Size Threshold is the Total Annual Environmental Guarantees obligated by the city or county divided by the Total Revenues:

$$\text{Relative Size Threshold} = \frac{\text{Total Annual Environmental Guarantees}}{\text{Total Revenues}}$$

4. The Operating Deficit Ratio is defined as the difference of (Total Expenditures minus the Total Revenues), all divided by the Total Revenues:

$$\text{Operating Deficit Ratio} = \frac{(\text{Total Expenditures} - \text{Total Revenues})}{\text{Total Revenues}}$$

5. The Liquidity Ratio is determined by dividing the Total Cash and Current Investments by the Total Expenditures:

$$\text{Liquidity Ratio} = \frac{\text{Total Cash and Current Investments}}{\text{Total Expenditures}}$$

6. Total Cash and Current Investments is defined as the sum of cash and cash equivalents (e.g. bank deposits, short-term debt securities, money market funds) plus current investments (e.g. interest or dividend bearing securities that mature within one year) for the general revenue fund, special revenue funds, debt service funds, enterprise funds and internal service funds. These shall include funds that are pooled, with a fiscal agent and/or restricted, but shall exclude funds that are accounts receivable, retirement or pension assets, real property, fixed assets, capital projects funds and/or any non-current assets.

7. The Debt Service Ratio is determined by dividing the Annual Debt Service by the Total Annual Expenditures:

$$\text{Debt Service Ratio} = \frac{\text{Annual Debt Service}}{\text{Total Expenditures}}$$

8. The Annual Debt Service is defined as the sum of:

— all amounts in the debt service category in the general fund, special revenue funds, debt service fund and capital projects funds as reported on the Comprehensive Annual Financial Reports (CAFRs) Combined Statement of Revenues, Expenditures and Changes in Fund Balances/Equity; plus

— all interest expense in enterprise funds and internal service funds as reported on the CAFRs Combined Statement of Revenues, Expenses and Changes in Retained Earnings/Fund Balances.



10 CSR 80-2.031 Solid Waste Disposal Area Closure and Excavation Procedures

Emergency rule filed Sept. 29, 1993, effective Oct. 9, 1993, expired Feb. 5, 1994. Emergency rule filed Jan. 28, 1994, effective Feb. 7, 1994, expired June 6, 1994.

10 CSR 80-2.040 Administrative Penalty Assessment

PURPOSE: This rule establishes the procedures for assessment of administrative penalties pursuant to section 260.249, RSMo.

(1) General Provisions.

(A) Pursuant to section 260.249, RSMo, and in addition to any other remedy provided by law, upon determination by the department that a provision of sections 260.200–260.281, RSMo, or a standard, limitation, order, rule promulgated, or a term or condition of any permit has been violated, the director may issue an order assessing an administrative penalty upon the violator. The amount of the administrative penalty will be determined according to section (3) of this rule. In no event may the total penalty assessed per day of violation exceed the statutory maximum specified in section 260.240, RSMo.

(B) An administrative penalty shall not be imposed until the department has sought to resolve the violations through conference, conciliation and persuasion and shall not be imposed for minor violations. If the violation is resolved through conference, conciliation and persuasion, no administrative penalty shall be assessed unless the violation caused, or had the potential to cause, a risk to human health or to the environment, or caused or had the potential to cause pollution, or was knowingly committed or is not a minor violation as defined in this rule.

(C) An order assessing an administrative penalty shall be served upon the operator, owner or appropriate representative through United States Postal Service certified mail, return receipt requested, a private courier or messenger service which provides verification of delivery, or by hand delivery to the operator's or owner's residence or place of business. An order assessing an administrative penalty shall be considered served if certified receipt is made by the operator's or owner's appropriate representative. A refusal to accept, or a rejection of certified mail, private courier or messenger service delivery or hand delivery of an order assessing an administrative penalty constitutes service of the order.

(D) The director may at any time withdraw without prejudice any administrative penalty order.

(E) An order assessing an administrative penalty shall describe the nature of the violation(s), the amount of the administrative penalty being assessed and the basis of the penalty calculation.

(2) Definitions.

(A) Definitions for key words used in this rule may be found in section 260.200, RSMo, and in 10 CSR 80-2.010.

(B) Additional definitions specific to this rule are as follows:

1. Conference, conciliation and persuasion is a process of verbal or written communications consisting of meetings, reports, correspondence or telephone conferences between authorized representatives of the department and the alleged violator. The process shall, at a minimum, consist of one (1) offer to meet with the alleged violator tendered by the department. During any such meeting, the department and the alleged violator shall negotiate in good faith to eliminate the alleged violation and shall attempt to agree upon a plan to achieve compliance;

2. Economic benefit is any monetary gain which accrues to a violator as a result of noncompliance;

3. Gravity-based assessment is the degree of seriousness of a violation taking into consideration the risk to human health and the environment posed by the violation and considering the extent of deviation from sections 260.200–260.281, RSMo;

4. Minor violation is a violation which possesses a small potential to harm the environment or human health or cause pollution, was not knowingly committed and is not defined by the United States Environmental Protection Agency as other than minor;

5. Multi-day violation is a violation which has occurred on or continued for two (2) or more consecutive or nonconsecutive days; and

6. Multiple violation penalty is the sum of individual administrative penalties assessed when two (2) or more violations are included in the same complaint or enforcement action.

(3) Determination of Penalties. The calculation of an administrative penalty will involve the application of a gravity-based assessment under subsection (3)(A) and may involve additional factors for multiple violations, (3)(B); multi-day violations, (3)(C); and economic benefit resulting from noncompliance, (3)(D). The resulting administrative penalty

may be further adjusted as specified under (3)(E).

(A) Gravity-Based Assessment. The gravity-based assessment is determined by evaluating the potential for harm posed by the violation and the extent to which the violation deviates from the requirements of the law.

1. Potential for harm. The potential for harm posed by a violation is based on the risk to human health or the environment or to the purposes of implementing the law and associated rules and permits.

A. The risk of exposure is dependent on both the likelihood that humans or the environment may be exposed to contaminants and the degree of potential exposure. Penalties will reflect the probability that the violation either did result in or could have resulted in a release of contaminants into the environment, and the harm which either did occur or would have occurred if the release had in fact occurred.

B. Violations which may or may not pose a potential threat to human health or the environment, but which have an adverse effect upon the purposes of or procedures for implementing the law and associated rules may have a penalty assessed.

C. The potential for harm shall be evaluated according to the following degrees of severity:

(I) Major. The violation poses or may pose a substantial risk to human health or to the environment, or has or may have a substantial adverse effect on the purposes of or procedures for implementing the law and associated rules and/or permits;

(II) Moderate. The violation poses or may pose a significant risk to human health or to the environment, or has or may have a significant adverse effect on the purposes of or procedures for implementing the law and associated rules and/or permits; and

(III) Minor. The violation does not pose a substantial or significant risk to human health or to the environment, was not knowingly committed, and is not defined by the United States Environmental Protection Agency as other than minor.

2. Extent of deviation. The extent of deviation may range from slight to total disregard of the requirements of the law and associated rules and/or permits. The assessment will reflect this range and will be evaluated according to the following degrees of severity:

A. Major. The violator has deviated substantially from the requirements of the law, associated rules or permits, resulting in substantial noncompliance;

B. Moderate. The violator has deviated significantly from the requirements of



the law, associated rules or permits, resulting in significant noncompliance; and

C. Minor. The violator has deviated slightly from the requirements of the law, associated rules or permits, that does not result in substantial or significant noncompliance; most provisions were implemented as intended; the violation was not knowingly committed and is not defined by the United States Environmental Protection Agency as other than minor.

3. Gravity-based penalty assessment matrix. The matrix that follows will be used to determine the gravity-based assessment portion of the administrative penalty. Potential for harm and extent of deviation form the axes of the matrix. The penalty range selected may be adapted to the circumstances of a particular violation.

Gravity-Based Penalty Assessment Matrix

Table with 4 columns: Potential for Harm, Extent of Deviation (Major, Moderate, Minor), and corresponding penalty ranges.

(B) Multiple Violation Penalty. Penalties for multiple violations may be determined when a violation is independent of or substantially different from any other violation.

(C) Multi-Day Penalty. Penalties for multi-day violations may be determined when the department has concluded that a violation has continued or occurred for more than one (1) day.

(D) Economic Benefit. Any economic benefits, including delayed and avoided costs that have accrued to the violator as a result of noncompliance will be added to the penalty amount.

1. The economic benefit is an insignificant amount;

2. There are compelling public concerns that would not be served by taking a case to trial; or

3. It is unlikely that the department would be able to recover the economic benefit in litigation based on the particular case.

(E) Adjustments. The department may add to or subtract from the total amount of the penalty after consideration of the following adjustments:

1. Recalculation of penalty amount. After the issuance of an order by the director, if new information about a violation becomes available which indicates that the original penalty calculation may have been incorrect, the department may recalculate the penalty;

2. Good faith efforts to comply. The department may adjust a penalty amount downward if good faith efforts have been adequately documented by the violator. Good faith efforts include, but are not limited to, documentation that the violator has reported noncompliance or instituted measures to remedy the violation prior to detection by the department.

3. Culpability. In cases of heightened culpability which do not meet the standard of criminal activity, the penalty may be increased at the discretion of the department, within the ranges of the matrix. Likewise, in cases where there is a demonstrable absence of culpability, the department may decrease the penalty.

A. How much control the violator had over the events constituting the violation;

B. The foreseeability of the events constituting the violation;

C. Whether the violator took reasonable precautions against the events constituting the violation;

D. Whether the violator knew or should have known of the hazards associated with the conduct; and

E. Whether the violator knew or should have known of the legal requirement that was violated. This criterion shall be used only to increase a penalty, not to decrease it;

4. History of noncompliance. When there has been a recent history of noncompliance with the law or any associated rule and/or permit, to a degree deemed significant due to frequency, similarity or seriousness of past violations, and considering the violator's response to previous enforcement actions, the

department may increase the administrative penalty. No downward adjustment is allowed because of this factor;

5. Ability to pay. When a violator has documented that payment of all or a portion of the administrative penalty will preclude the violator from achieving compliance or from carrying out important remedial measures, the department may—

A. Waive any of the administrative penalty; and/or

B. Negotiate a delayed payment schedule, installment plan or penalty reduction with stipulated penalties; and

6. Other adjustment factors. This rule allows for other penalty adjustments based on fairness and equity not mentioned in this rule which may arise on a case-by-case basis.

(4) The proceeds from any administrative penalty assessed in accordance with this rule shall be paid to the county in which the violation(s) occurred for the use and benefit of the county schools.

(5) Nothing in this rule shall be construed as satisfying any claim by the state for natural resource damages.

AUTHORITY: sections 260.225, RSMo Supp. 1998 and 260.249, RSMo 1994. Original rule filed Jan. 29, 1988, effective Aug. 1, 1988. Amended: Filed Jan. 3, 1992, effective Sept. 6, 1992. Rescinded and readopted: Filed April 15, 1999, effective Nov. 30, 1999.

*Original authority: 260.225, RSMo 1972, amended 1975, 1986, 1988, 1990, 1993, 1995 and 260.249, RSMo 1991, amended 1992, 1993.

10 CSR 80-2.050 Suspension of Permits (Rescinded August 30, 2018)

AUTHORITY: section 260.225, RSMo Supp. 1990. Original rule filed Jan. 29, 1988, effective Aug. 1, 1988. Rescinded: Filed Dec. 29, 2017, effective Aug. 30, 2018.

10 CSR 80-2.060 Certified Solid Waste Technician (Rescinded August 30, 2018)

AUTHORITY: section 260.225, RSMo Supp. 1990. Original rule filed Jan. 29, 1988, effective Aug. 1, 1988. Rescinded: Filed Dec. 29, 2017, effective Aug. 30, 2018.

10 CSR 80-2.070 Violation History (Rescinded August 30, 2018)



*AUTHORITY: sections 260.205, 260.207, 260.225 and 260.241, RSMo Supp. 1996. Original rule filed Feb. 15, 1989, effective Aug. 11, 1989. Amended: Filed March 17, 1992.** Emergency rescission of the 1992 amendment filed March 19, 1997, effective April 1, 1997, expired Sept. 27, 1997. Amended Filed Oct. 10, 1996, effective July 30, 1997. Rescission of the 1992 amendment filed April 3, 1997, effective Aug. 30, 1997. Rescinded: Filed Dec. 29, 2017, effective Aug. 30, 2018.*

***The Missouri Supreme Court in Missouri Coalition for the Environment, et al., v. Joint Committee on Administrative Rules, et al., Case No. 78628, dated February 25, 1997, ordered the secretary of state to publish this amendment. The Missouri Department of Natural Resources subsequently filed an emergency rescission of this amendment as well as a proposed rescission of this amendment which became effective August 30, 1997. See the above authority section for filing dates.*

10 CSR 80-2.080 Tonnage Fees

PURPOSE: This rule establishes the procedures for calculating and remitting solid waste tonnage fees.

(1) General.

(A) All solid waste accepted at sanitary or demolition landfills in Missouri and all solid waste transported from transfer stations in Missouri for disposal out of the state shall be subject to tonnage fees pursuant to section 260.330, RSMo. The following materials are not subject to the tonnage fee:

1. Source-separated recovered materials accepted at a sanitary or demolition landfill with the intent of recovering the material provided these materials will not be buried. Clean fill used as soil cover at the landfill is not subject to the tonnage fee; and

2. Source-separated yard waste accepted at a sanitary or demolition landfill which will be burned or composted provided these activities are conducted in compliance with applicable laws and regulations.

(B) Beginning on October 1, 1990 and continuing until October 1, 1992, the solid waste tonnage fees shall be assessed at the following rates:

1. One dollar and fifty cents (\$1.50) per ton or volumetric equivalent of waste accepted at a sanitary landfill;

2. One dollar and fifty cents (\$1.50) per ton or volumetric equivalent of waste transported from a transfer station in Missouri for

disposal out of the state; and

3. One dollar (\$1) per ton or volumetric equivalent of waste accepted at a demolition landfill.

(C) On October 1, 1992 and annually thereafter, the solid waste tonnage fee rate shall be adjusted by multiplying the existing rate by the percent change in the Consumer Price Index for All Urban Consumers (CPIU) for the United States for the previous twelve (12) months as reported in July of that year. The CPIU is as defined and officially recorded by the United States Department of Labor and is published monthly by that agency in the *CPI Detailed Report*. The department will notify affected landfills and transfer stations of the adjusted rate by mail prior to the date the change is to be effective.

(D) The following terms are defined for the purpose of this rule:

1. General solid waste means solid waste and nonsource-separated recovered materials except that it does not include heavy waste or baled waste;

2. Heavy waste means soil, rock, sand, gravel, concrete, asphaltic concrete, cinderblocks, brick and similar materials; and

3. Tonnage fee means money collected, due and payable to the department pursuant to section 260.330, RSMo.

(2) Record Keeping.

(A) Sanitary landfills, demolition landfills and transfer stations shall maintain records to allow the department to verify the quantity of solid waste subject to fees, the dollar amount of solid waste tonnage fees collected, the collection costs incurred and the total dollar amount of solid waste tonnage fees paid to the department. These records shall include, at a minimum, those described in this section. All records required under this rule shall be kept for at least three (3) years. The period of record retention extends upon the written request of the department or automatically during the course of any unresolved enforcement action regarding the regulated activity. The records shall be made available for inspection by the department or its designated representative upon request.

(B) Sanitary landfills, demolition landfills and transfer stations shall maintain at the site a Daily Solid Waste Record. This record shall include the day of the week, the date, the landfill or transfer station name, permit number and address, the total amount of waste received (for a landfill), the total amount of waste transported (for a transfer station) and the information detailed in paragraph (2) (B)1. or 2., as appropriate.

1. Sanitary landfills and demolition landfills shall record the following informa-

tion at the time each load of waste is received. If the information is not recorded directly onto the Daily Solid Waste Record, it shall be recorded onto the record by the end of each working day:

A. The approximate time of day the waste was received unless the load is waste transported by an individual and is a result of his/her own residential activities;

B. The name of the individual or company delivering the waste unless the load is waste transported by an individual and is a result of his/her own residential activities, in which case the load shall be identified as such on the record; and

C. The weight of the waste shall be recorded. If the weight of the waste cannot be determined, the following information shall be recorded:

(I) The volume of waste, which shall be the actual measured volume or the vehicle's rated volume capacity as specified by the manufacturer of the vehicle. Partial loads may be measured to determine volume of waste, or the operator may estimate the percentage of the vehicle's capacity which contains waste and multiply that percentage by the vehicle's rated capacity to determine the volume of waste. If the volume is based on actual measurements, the measurements shall be recorded. If the volume is based on estimated percentage, the percentage used shall be recorded; and

(II) The type of waste as listed in Table 1. If a load contains more than one (1) type of waste, the landfill worker shall—

(a) Estimate by visual inspection the percentage of each type of waste in the load and multiply the percentage by the total volume of waste in the vehicle to determine the quantity of each waste type; or

(b) Classify the entire load as the type of waste present which has the largest conversion factor as listed in Table 1.

2. Transfer stations shall record the following information for each load of waste transported from the facility at the time the waste is transported. If the information is not recorded directly onto the Daily Solid Waste Record, it shall be recorded onto the record by the end of the working day:

A. The approximate time of day the waste was transported from the facility shall be recorded;

B. The name of the individual or company transporting the waste, if other than the transfer station itself shall be recorded;

C. The name and address of the disposal area to which the waste is transported shall be recorded; and

D. The weight of the waste shall be recorded. If the weight of the waste cannot be



determined, the following information shall be recorded:

(I) The volume of waste, which shall be the actual measured volume or the vehicle's rated volume capacity as specified by the manufacturer of the vehicle. Partial loads may be measured to determine volume of waste, or the operator may estimate the percentage of the vehicle's capacity which contains waste and multiply that percentage by the vehicle's rated capacity to determine the volume of waste. If the volume is based on actual measurements, the measurements shall be recorded. If the volume is based on estimated percentage the percentage used shall be recorded; and

(II) The type of waste as listed in Table 1. If a load of waste contains more than one (1) type of waste, the transfer station worker shall—

(a) Estimate by visual inspection the percentage of each type of waste in the load and multiply the percentage by the total volume of waste in the vehicle to determine the quantity of each waste type; or

(b) Classify the entire load as the type of waste present which has the largest conversion factor as listed in Table 1.

(C) Demolition landfills which use the Gross Receipts Method described in subsection (3)(C) of this rule shall maintain a record of all money received by the demolition landfill during the reporting period.

(D) A copy of each completed Solid Waste Tonnage Fee Report Form shall be retained at the site.

(E) Records shall be maintained of the dollar amount collected and the dollar amount paid to the department under this rule and the date each payment was remitted to the department.

(3) Payment Calculation. The solid waste tonnage fee due to the department under this rule shall be calculated as described in section (3).

(A) Weight Method. Sanitary landfills, demolition landfills and transfer stations to whom commercial vehicle scales are available on-site for use, or to whom weight records have been provided, shall use this method of payment calculation, except that demolition landfills may use the Gross Receipts Method in accordance with subsection (3)(C). Commercial vehicle scales used to determine weight for the purposes of this section shall be certified pursuant to sections 413.005–413.225, RSMo. Weight records which are appropriate for use under this rule are commercial vehicle scale tickets provided by the hauler or generator of the waste or an average load weight in cases where the waste

stream is consistent and homogeneous. A person using an average load weight as a weight record shall base the average on weights obtained by weighing representative loads on a commercial vehicle scale over a period of time not less than one (1) month and representing not less than thirty (30) loads. If the weights obtained vary by more than ten percent (10%), the person shall not use an average load weight. If the waste stream changes, the average load weight must be recalculated. A person using an average load weight as a weight record shall maintain records verifying the manner in which the average load weight was determined and shall provide those records to the landfill and, upon request, to the department.

1. The total weight of waste accepted shall be reported in tons.

2. The total weight in tons must be multiplied by the tonnage fee rate to determine the total tonnage fee.

3. The sanitary landfill, demolition landfill or transfer station using this method may retain collection costs not to exceed two percent (2%) of the total tonnage fee as calculated in paragraph (3)(A)2. The total tonnage fee minus collection costs equals the dollar amount due to the department.

(B) Volume Conversion Method. Sanitary landfills, demolition landfills and transfer stations to whom commercial vehicle scales are not available on-site for use and to whom properly documented weight records are not available shall use this method of payment calculation, except that demolition landfills may use the Gross Receipts Method in accordance with subsection (3)(C).

1. The total volume in cubic yards of each type of waste received shall be reported. All waste received shall be identified as one of the types of waste listed in Table 1.

2. The volume of each type of waste shall be converted to tons by multiplying the volume in cubic yards by the appropriate conversion factor from Table 1.

3. The calculated weight of each of the different types of waste shall be added to yield the total weight of waste, which shall be reported in tons.

4. The total weight in tons must be multiplied by the tonnage fee rate to determine the total tonnage fee.

5. The sanitary landfill, demolition landfill or transfer station using this method may retain collection costs not to exceed two percent (2%) of the total tonnage fee as calculated in paragraph (3)(B)4. The total tonnage fee minus collection costs shall be remitted to the department.

(C) Gross Receipts Method. Demolition landfills may use this method in place of the

Weight Method or the Volume Conversion Method unless the demolition landfill owner/operator owns an interest in the generator's or hauler's business, or the demolition landfill does not charge a tipping fee for that waste. In that instance, the demolition landfill shall use the Weight Method or Volume Conversion Method for that waste.

1. A facility shall determine and report its gross receipts for the reporting period.

2. The total amount due to the department shall equal ten percent (10%) of the gross receipts.

(4) Reporting and Payment.

(A) Tonnage fees shall be submitted quarterly to the department and shall be post-marked no later than thirty (30) days after the end of each calendar quarter.

(B) The owner/operator of each sanitary landfill, demolition landfill or transfer station shall complete or have completed and shall sign the appropriate Solid Waste Tonnage Fee Report Form as provided by the department. The properly completed and signed form shall be submitted with the payment for the quarter reported.

(C) The owner/operator of each sanitary landfill, demolition landfill or transfer station shall pay tonnage fees by a check or money order made payable to the Department of Natural Resources.

(D) Tonnage fee payments and corresponding Solid Waste Tonnage Fee Report Forms for each quarter shall be submitted to: Department of Natural Resources, Division of Management Services, Receipts and Reporting Program, P.O. Box 477, Jefferson City, MO 65102.

Table 1 Factors for Converting Volume to Weight

Type of Waste	Conversion Factor (ton/cubic yard)
General Waste	0.33
Baled Waste	0.70
Heavy Waste	1.00

AUTHORITY: sections 260.225 and 260.330, RSMo Supp. 1990.* Emergency rule filed Sept. 18, 1990, effective Sept. 28, 1990, expired Jan. 25, 1990. Original rule filed Sept. 18, 1990, effective March 14, 1991.

*Original authority: 260.225, RSMo 1972, amended 1975, 1986, 1988, 1990 and 260.330, RSMo 1990.



SANITARY LANDFILL SOLID WASTE TONNAGE FEE REPORT

Mail Completed Form to: **MISSOURI DEPARTMENT OF NATURAL RESOURCES**
 P.O. Box 477, Jefferson City, Missouri 65102

Permit Number: _____ Reporting Period: _____

Facility: _____

If no solid waste was accepted during the reporting period, check here and sign below. _____

A. WEIGHT METHOD _____ Tons _____ Fee _____

1. Weight _____ x _____ = \$ _____

B. VOLUME METHOD _____ Cubic Yards _____ Convert to Tons _____ Tons _____ Fee _____

Type of Waste

2. General Waste _____ x 0.33 = _____ x _____ = \$ _____

3. Baled Waste _____ x 0.70 = _____ x _____ = \$ _____

4. Heavy Waste _____ x 1.00 = _____ x _____ = \$ _____

5. Total Lines 1+2+3+4 _____ \$ _____

6. Less 2% Handling Costs _____ x .98 _____

7. **Amount Due** (Line 5 multiplied by 98%) _____ \$ _____

(Enclose check or money order for amount due made payable to the Missouri Department of Natural Resources.)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

PREPARED BY: _____ PLEASE CHECK: OWNER OPERATOR

Name: _____ Name: _____

Title: _____ Title: _____

Phone: (____) ____ - ____ Ext ____ Phone: (____) ____ - ____ Ext ____

Signature: _____ Signature: _____

Date: ____ / ____ / ____ Date: ____ / ____ / ____

For Office Use Only:				
Date	Amount Due	Amount Received	DMS Initials	SWMP Initials
Deposit Information Line 1		780-5700' 1297-20		
Deposit Information Line 2, 3, & 4		780 5700' -1297-2'		
Project/Grant Code		County		
Facility				

MO 780-1367 (8-92)



DEMOLITION LANDFILL SOLID WASTE TONNAGE FEE REPORT

Mail Completed Form to: MISSOURI DEPARTMENT OF NATURAL RESOURCES
P.O. Box 477, Jefferson City, Missouri 65102

Permit Number: Reporting Period:

Facility:

If no solid waste was accepted or if no solid waste was transported out of the state for disposal during the reporting period, check here and sign below.

A. WEIGHT METHOD Tons Fee
1. Weight x = \$

B. VOLUME METHOD Cubic Yards Convert to Tons Tons Fee
2. General Waste x 0.33 = x = \$
3. Heavy Waste x 1.00 = x = \$
4. Total Lines 1+2+3 \$
5. Less 2% Handling Costs x .98

6. Amount Due-Weight/Volume Method (Line 4 multiplied by 98%) \$
(Enclose check or money order for amount due made payable to the Missouri Department of Natural Resources.)

C. GROSS RECEIPTS METHOD Total Receipts Percentage
1. Amount Due-Gross Receipts Method x 0.10 = \$

(Enclose check or money order for amount due made payable to the Missouri Department of Natural Resources.)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

PREPARED BY: PLEASE CHECK: [] OWNER [] OPERATOR
Name: Name:
Title: Title:
Phone: () - Ext Phone: () - Ext
Signature: Signature:
Date: / / Date: / /

Table with 5 columns: Date, Amount Due, Amount Received, DMS initials, SWMP initials. Includes deposit information and project/grant code details.



TRANSFER STATION SOLID WASTE TONNAGE FEE REPORT

Mail Completed Form to: **MISSOURI DEPARTMENT OF NATURAL RESOURCES**
 P.O. Box 477, Jefferson City, Missouri 65102

Permit Number: _____ Reporting Period: _____

Facility: _____

If no solid waste was accepted or if no solid waste was transported out of the state for disposal during the reporting period, check here and sign below. _____

A. WEIGHT METHOD _____ Tons _____ Fee _____

1. Weight Transported Out of the State _____ x _____ = \$ _____

B. VOLUME METHOD _____ Cubic Yards _____ Convert to Tons _____ Tons _____ Fee _____

Type of Waste (Transported Out of State)

2. General Waste _____ x 0.33 = _____ x _____ = \$ _____

3. Baled Waste _____ x 0.70 = _____ x _____ = \$ _____

4. Heavy Waste _____ x 1.00 = _____ x _____ = \$ _____

5. Total Lines 1+2+3+4 _____ \$ _____

6. Less 2% Handling Costs _____ x .98 _____

7. **Amount Due** (Line 5 multiplied by 98%) _____ \$ _____

(Enclose check or money order for amount due made payable to the Missouri Department of Natural Resources)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

PREPARED BY: _____ PLEASE CHECK: OWNER OPERATOR

Name: _____ Name: _____

Title: _____ Title: _____

Phone: (____) _____ - _____ Ext _____ Phone: (____) _____ - _____ Ext _____

Signature: _____ Signature: _____

Date: _____ / _____ / _____ Date: _____ / _____ / _____

For Office Use Only:				
Date	Amount Due	Amount Received	DMS Initials	SWMP Initials
Deposit Information Line 1		780-57001-1297-22		
Deposit Information Line 2, 3, & 4		780-57001-297-23		
Project/Grant Code		County		
Facility				

MO 780-1369 (8-92)