CERTIFICATE OF INSURANCE FOR CLOSURE POSTCLOSURE MAINTENANCE REASONABLY FORESEEABLE CORRECTIVE ACTION

If additional space is needed, add attachment.

Insurer Name	Address Phone Number	CA Insurer License Number or NAIC Number
Insured Name	Address Phone Number	

Solid Waste Disposal Facilities Covered: *(Enter closure, postclosure maintenance, and reasonably foreseeable corrective action amounts separately. If coverage is not offered, enter "N/A" as the amount. All amounts must total face amount.)*

Name	Address	Solid Waste Disposal Facility Identification Number	Closure Insurance Amount	Postclosure Insurance Amount	Reasonably Foreseeable Corrective Action Amount
Policy Number:		Effective Date:	Face Amount:		

INSURER CERTIFICATION

The insurer hereby certifies that it has issued to the insured the identified policy of insurance to provide financial assurance for Closure ☐ , Postclosure Maintenance ☐, Reasonably Foreseeable Corrective Action ☐ *(Check all that apply)*, for the facility(ies) identified above. **The policy provides that monies identified in the face amount above will be available without delay for insured activities ~~when needed~~**. The term *face amount* means the total amount the insurer is obligated to pay under the policy. Actual payments by the insurer will not change the face amount, although the insurer's future liability will be lowered by the amount of the payments. The insurer further warrants that such policy conforms in all respects with the requirements of Division 30 of the Public Resources Code; Title 27 of the California Code of Regulations, Division 2, Subdivision 1, Chapter 6; and the regulations of the California Department of Insurance and under the terms and conditions described in Division 1 of the California Insurance Code for the facility(ies) identified above, as applicable and as such regulations were constituted on the date ~~shown~~ below**. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.**

Insured and Insurer hereby AGREE ☐ DO NOT AGREE ☐ to adjust the face amount of the insurance coverage yearly so that it guarantees a new closure and/or postclosure and/or corrective action coverage amount, provided the face amount does not increase by more than 20 percent in any one year, and no decrease in the face amount takes place without written permission from CalRecycle.

The insurance policy shall guarantee that funds will be available whenever insured activities occur. The policy shall also guarantee that once the insured activities begin, the insurer will be responsible for the paying out of funds to the operator or person authorized to conduct the insured activities, up to an amount equal to the face amount of the policy.

The insurance policy shall guarantee that disbursements for expenditures will be granted only if ~~the remaining value of the policy is sufficient to cover the remaining approved applicable costs, and if~~ the expenditures have been reviewed and approved in writing by ~~the~~ CalRecycle~~California Integrated Waste Management Board (CIWMB)~~ or its designee.

Notwithstanding any other provisions of Division 30 of the Public Resources Code or Title 27 of the California Code of Regulations, Division 2, Subdivision 1, Chapter 6, if either partial or complete closure, postclosure maintenance, or corrective action is ordered by ~~the~~ CalRecycle~~CIWMB~~, EA, RWQCB, other government entity, or court of competent jurisdiction ~~its designee~~ as a result of failure by the operator or other authorized person ~~authorized~~ to conduct such activities, the insurance policy shall also guarantee that the insurer will be responsible for paying out funds to ~~the~~ CalRecycle~~CIWMB~~ for deposit into a special account established by ~~the~~ CalRecycle~~CIWMB~~ for ~~closure~~ the insured activities of the facility. **The insurance policy shall further guarantee that the insurer will, without delay, pay to ~~the~~ CalRecycle~~CIWMB~~ the amount ~~the~~ CalRecycle~~CIWMB~~ requests, up to an amount equal to the face amount of the insurance policy regardless of any remaining premiums to be paid.** CalRecycle~~CIWMB~~ requests for payment will be based on current estimated expenses as determined by ~~the~~ CalRecycle~~CIWMB~~ for closure, postclosure maintenance, or corrective action activities. Any payments made by the insurer that exceed the actual expenses incurred in performing the insured activity will be repaid to the insurer at the completion of the insured activity.

This insurance coverage allows assignment of the policy to a successor owner or operator. Such assignment may be conditional upon consent of the insurer, provided that such consent is not unreasonably refused.

The insurer hereby waives notification of amendments to closure and/or postclosure plans, permits, applicable laws, statutes, rules, and regulations and agrees that any such amendment shall not in any way alleviate its obligation on this insurance coverage.

The insurer further certifies that it will not cancel, terminate, or fail to renew this policy except for failure to pay the premium, and that the automatic renewal of the policy provides the insured with the option of renewal at the face amount of the expiring policy. If there is a failure to pay the premium and the insurer elects to cancel, terminate or not renew the policy, the insurer will send notice by either registered or certified mail to the operator and ~~the~~ CalRecycle~~CIWMB~~. Cancellation, termination, or failure to renew may not occur, however, during the one hundred twenty (120) days beginning with the date of receipt of the notice by the operator and ~~the~~ CalRecycle~~CIWMB~~, as evidenced by the return receipts. Cancellation, termination, or failure to renew will not occur and the policy will remain in full force and effect in the event that on or before the date of expiration:

(1) ~~The~~ CalRecycle~~CIWMB~~ or EA ~~local enforcement agency~~ deems the facility abandoned; or
(2) The permit is terminated or revoked or a new permit is denied by ~~the~~ CalRecycle~~CIWMB~~ or ~~local enforcement agency~~EA; or
(3) Partial or complete ~~C~~closure, postclosure maintenance, or corrective action is ordered by ~~the~~ CalRecycle~~CIWMB~~, EA, RWQCB,~~or any~~ other government entity ~~State or federal agency~~, or ~~a~~ court of competent jurisdiction; or
(4) The operator is named as a debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy) U.S. Code; or
(5) All delinquent premium payments have been brought current.

If this policy is used in combination with another mechanism, this policy shall be considered primary ☐ or excess ☐ *(check one)* coverage. Whenever requested by ~~the California Integrated Waste Management Board~~ CalRecycle of the State of California, the insurer agrees to furnish to ~~the~~ CalRecycle~~CIWMB~~ a certified copy of the original policy listed above, including all endorsements thereon.

The party below certifies and signs under penalty of perjury that the information in this document is true and correct to the best of his or her knowledge, and satisfies the requirements of Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6, and that the insurer is licensed by the California Department of Insurance to transact the business of insurance in the State of California as an ☐ admitted carrier or ☐ eligible excess or surplus lines insurer.

Authorized Signature of Insurer ➢	Title
Typed or Printed Name of Person Signing ➢	Phone Number
Notary Signature and Seal ➢	Date

Privacy Statement (next page)

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

AGENCY REQUESTING INFORMATION: California Department of Resources Recycling and Recovery (CalRecycle)~~California Integrated Waste Management Board~~.

UNIT RESPONSIBLE FOR MAINTENANCE OF FORM: Financial Assurances Section, California Department of Resources Recycling and Recovery (CalRecycle)~~California Integrated Waste Management Board~~, 801 "K"~~1001 "I"~~ Street, P.O. Box 4025, Sacramento, California 95812-4025. Contact the Manager, Financial Assurances Section, at (916) 341-6000.

AUTHORITY: Public Resources Code section 43600 et seq.

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

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

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

ACCESS: Information provided in this form may be provided to the U.S. Environmental Protection Agency, State Attorney General, Air Resources Board, California Department of Toxic Substances Control, Energy Resources Conservation and Development Commission, Water Resources Control Board, and California Regional Water Quality Control Boards. For more information or access to your records, contact ~~the~~ California Department of Resources Recycling and Recovery (CalRecycle)~~California Integrated Waste Management Board~~, 801 "K"~~1001 "I"~~ Street, P.O. Box 4025, Sacramento, California 95812-4025, (916) 341-6000.