

# Long-Term Care Irrevocable Escrow Agreement

(For Use by Solid Waste Landfills)

Form 4400-071 (R 8/08)

LEAVE BLANK—DNR USE ONLY
License Number
FID Number

In order to provide proof of financial responsibility in accordance with section 289.41, Wisconsin Statutes, and section NR 520.05, Wisconsin Administrative Code, as amended, to ensure that the long-term care requirements of the plan of operation approval for the

\_\_\_\_\_ Solid Waste Landfill issued by the State of Wisconsin Department of Natural Resources (hereafter, DNR), to \_\_\_\_\_ of \_\_\_\_\_ (Owner)

\_\_\_\_\_, dated \_\_\_\_\_ (Address)

the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and any amendments thereto, will be complied with,

\_\_\_\_\_, as Owner, hereby enters into this irrevocable escrow agreement and hereby transfers to \_\_\_\_\_ of \_\_\_\_\_ (Bank or Financial Institution)

\_\_\_\_\_, a bank or financial institution located in the State of Wisconsin, which is examined and regulated by a state or 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. The escrow account is established this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall continue until terminated as hereafter set forth. The escrow account shall be named the "Long-Term Care Escrow Account for the \_\_\_\_\_

Solid Waste Landfill" located in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_, Town/City/Village of \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin.

\_\_\_\_\_ County, Wisconsin.

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 facility in compliance with the requirements of the plan of operation approval, and any amendments thereto. A total of no more than \$100,000.00 in cash may be deposited into this escrow account and any other account established by the Owner in the same bank or financial institution for the purpose of providing proof of financial responsibility to the DNR. U.S. government securities shall be used for amounts in such accounts in excess of \$100,000.00.
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 Secretary 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 the written request of the Secretary of the DNR and in accordance with section NR 520.06, Wisconsin Administrative Code, as amended, to be used to carry out the long-term care requirements of the plan of operation approval, and any amendments thereto, if the Owner or any successor in interest fails to do so.

4. One year after closure of the site or facility and annually thereafter for the period of Owner responsibility, the Owner may make application to the DNR for reimbursement from the escrow account in an amount equal to the costs for long-term care for the preceding year in accordance with section NR 520.12, Wisconsin Administrative Code, as amended. Upon determination that the expenditures incurred are in accordance with the long-term care requirements in the plan of operation approval, and any amendments thereto, the DNR may authorize in writing payment of that amount by the Escrow Agent to the Owner from the escrow account. 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 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. The statement shall identify and indicate the current market value of any cash, certificates of deposit and U.S. government securities placed in this escrow account by the Owner during that reporting period.
7. 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, the Escrow Agent, and the DNR, and in case of their inability to so agree, said compensation shall be fixed by arbitration pursuant to chapter 788, Wisconsin Statutes.
8. The Escrow Agent may resign upon the appointment of a qualified successor Escrow Agent by delivering a written resignation to both the Owner and the DNR. Either the Owner or the DNR may terminate the authority of the Escrow Agent by delivering a written notice of termination to the Escrow Agent and upon transfer of all funds to a qualified successor Escrow Agent.
9. No rescission or amendment 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 of the signatories hereto.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Owner)

State of Wisconsin  
Department of Natural Resources  
For the Secretary

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)