



DEPT. OF ENVIRONMENT AND ENERGY

This guidance document is advisory in nature but is binding on an agency until amended by such agency. A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential information or rules and regulations made in accordance with the Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document.

05-175Ra4

Revised September, 2021

Irrevocable Escrow Agreement

Irrevocable Escrow Agreement, the "Agreement" entered into as of (date) by and between (name and address of the waste tire hauler), a (insert "corporation", "partnership", "limited liability company", "municipality", "village", "association", or "proprietorship"), and (name of bank or financial institution which is examined and regulated by a state or federal agency), the Escrow Agent.

RECITALS:

WHEREAS, (name of waste tire hauler) is required under the Integrated Solid Waste Management Act and Title 132 - Integrated Solid Waste Management Regulations (hereinafter Title 132) to have a permit in order to own or operate as a Waste Tire Hauler: (Indicate waste tire hauler permit number, name and address, and amount required for removal, closure, and abatement of waste tires and/or waste tire materials); and

WHEREAS, the Nebraska Department of Environment and Energy (NDEE) has established certain regulations requiring that amount guaranteed by this bond for a waste tire hauler shall provide assurance that funds will be available when needed for removal, closure, and abatement of waste tires and/or waste tire materials; and

WHEREAS, (name of waste tire hauler) has elected to establish an escrow account to provide such financial assurance for the benefit of NDEE.

NOW, THEREFORE, (name of waste tire hauler) and the Escrow Agent (or insert name of bank) agree as follows:

Deposit of Funds - Investment. The initial deposit of funds by (name of waste tire hauler) consists of \$_____, (which is equal to or greater than the amount required for removal, closure, and abatement of waste tires and/or waste tire materials), the receipt of which is acknowledged by (name of bank). (Name of Bank) will invest the escrow funds as may be requested by (name of owner) in an interest-bearing savings account, a certificate of deposit, or U.S. government securities; a copy of which is attached hereto.

Escrow Account. The escrow account shall be named the Waste Tire Escrow Account for (name of waste tire hauler). (Name of waste tire hauler) and NDEE intend that no third party have access to the escrow funds. All interest, and other escrow account earnings and profits shall be accumulated in the escrow account. (Name of bank) as Escrow Agent agrees to provide NDEE and (name of waste tire hauler) an annual valuation of the escrow account including a written statement of the amount of income and any disbursements during the preceding year, at least 30 days prior to the anniversary date

of the establishment of the escrow account. The funds, together with all interest, earnings, and profits, shall be held, in escrow, subject to the terms and conditions set forth below.

1. Payment of Escrow Account Funds. The (name of bank) shall make payments from the escrow account, as the NDEE Director shall direct, in writing, to provide for the payment of the cost for removal, closure, and abatement of waste tires and/or waste tire materials covered by this Escrow Agreement. The (name of bank) shall reimburse (name of waste tire hauler) or other persons from the escrow account for removal, closure, and abatement of waste tires and/or waste tire materials such amounts as the NDEE Director specifies in writing or make a refund to the (name of waste tire hauler) such amounts as the NDEE Director specifies in writing as exceeding the current amount required for removal, closure, and abatement of waste tires and/or waste tire materials.
2. Termination of Escrow Agreement. This Escrow Agreement shall continue until; (a) termination by the written agreement of (name of waste tire hauler), (name of bank), and the NDEE Director, or by (name of bank) and the NDEE Director, if (name of waste tire hauler) ceases to exist; or (b) terminated upon written notice by the NDEE Director to (name of waste tire hauler) and (name of bank) that (name of waste tire hauler) is no longer required to demonstrate financial responsibility in accordance with Title 132 or has substituted an approved alternate financial assurance mechanism. Upon termination of the escrow account any remaining escrow funds shall be paid to (name of waste tire hauler).
3. Choice of Law. This Escrow Agreement shall be administered, construed, and enforced according to the laws of the State of Nebraska.
4. Amendment of Agreement. This Escrow Agreement may be amended by an instrument in writing executed by (name of waste tire hauler), (name of bank), and NDEE, or by (name of bank) and NDEE if (name of waste tire hauler) ceases to exist.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement on the date first written above.

(Signature of Waste Tire Hauler)
(Date)
(Title)
(Seal)

(Signature of Bank)
(Date)
(Title)

Signature of Notary Public
(Date)
(Title)
(Seal)