

## CDD Performance Bond

Date Bond Executed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Effective Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Surety Bond Number: \_\_\_\_\_

### Principal — Legal name and business address of owner or operator

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Type of Organization:  Individual  Joint Venture  Partnership  Corporation State of Incorporation: \_\_\_\_\_

### Surety name and business address (attach additional pages as needed)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

### Name and Address for Each Facility Guaranteed by this Bond (attach additional pages as needed)

Name: \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

### Financial Information

(provide details for each facility guaranteed by this bond – attach additional pages as needed)

Final Closure: \$ \_\_\_\_\_

Post-Closure Care: \$ \_\_\_\_\_

Total Penal Sum of Bond: \$ \_\_\_\_\_

Know all persons by these presents, that we, the principal and surety(ies) hereto are firmly bound to the licensing authority, 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 to have an Ohio EPA license or licenses in order to operate each construction and demolition debris facility(ies) identified above, and Whereas said principal is required to provide financial assurance for final closure or post-closure care, as a condition of the license(s), and Whereas said principal shall establish a standby trust fund 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 final closure or post-closure care, whenever required to do so, of each facility for which this bond guarantees final closure or post-closure care, in accordance with rule 3745-400-12 or 3745-400-16 of the Administrative Code and other requirements of the license as such license may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended. Or, if the principal shall provide alternative financial assurance as specified in rule 3745-400-13 or 3745-400-18 of the Administrative Code and obtain the licensing authority's written approval of such alternative financial assurance not later than 90 days after the date notice of cancellation is received by both the principal and the licensing authority from surety(ies), then this obligation will 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 licensing authority that the principal has been found in violation of the final closure requirements of rule 3745-400-12 of the Administrative Code or post-closure care requirements of rule 3745-400-16 of the Administrative Code, for a facility for which this bond guarantees performance of final closure or post-closure care, the surety(ies) shall either perform final closure in accordance with rule 3745-400-12 of the Administrative Code or post-closure care in accordance with rule 3745-400-16 of the Administrative Code and other license requirements or place the final closure or post-closure care amount guaranteed for the facility into the standby trust fund as directed by the licensing authority. Upon notification by the licensing authority that the principal has failed to provide alternative financial assurance as specified in rule 3745-400-13 or 3745-400-18 of the Administrative Code and obtain written approval of such alternative financial assurance from the licensing authority not later than 90 days after receipt by both the principal and the licensing authority of a notice of cancellation of the bond, the surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the licensing authority. The surety(ies) hereby waives notification of amendments to licenses, applicable laws, statutes, rules, and regulations 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 said penal sum. The surety(ies) may cancel the bond by sending notice of cancellation by certified mail or other form of mail accompanied by a receipt to the owner or operator and to the licensing authority, provided, however, that cancellation cannot occur during the 120 day period beginning on the first day of receipt of the notice of cancellation by both the principal and the licensing authority as evidenced by the return receipts. The principal may terminate this bond by sending written notice to the surety(ies), provided, however, that no such notice shall become effective until the surety(ies) receives written approval for termination of the bond by the licensing authority.

[The following paragraph is an optional rider that may be included but is not required.] Initial appropriate selection.

\_\_\_\_\_ Accept

\_\_\_\_\_ Decline

Principal and surety(ies) hereby agree to adjust the penal sum of the bond annually so that it guarantees a new final closure or post-closure care amount, and no decrease in the penal sum occurs without the written approval of the licensing authority. In witness whereof, the principal and surety(ies) have executed this performance bond and have affixed their seals on the date set forth above. The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the principal and surety(ies) and that the wording of this surety bond is identical to the wording specified in paragraph (C) of rule 3745-400-14 of the Administrative Code, as such rule was constituted on the date this bond was executed.

**Principal**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal (if available)

**Corporate Surety**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ -

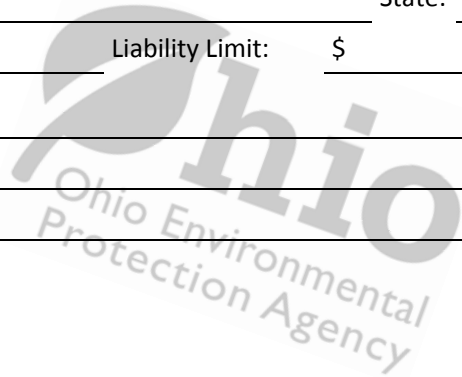
State of Incorporation: \_\_\_\_\_ Liability Limit: \$ \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal



Bond Premium: \$ \_\_\_\_\_