

Performance Bond

Date bond executed: _____
Effective date: _____
Surety bond number _____

Principal:

Legal Name and address of owner or operator

Type of organization: _____
(Insert "individual", "joint venture", "partnership", "corporation")

State of incorporation: _____

Surety(ies) name(s) and business address(es)

Name and address for each facility or scrap tire transporter guaranteed by this bond:

_____	_____
_____	_____
_____	_____
_____	_____

Final closure, post-closure care, scrap tire transporter final closure, and/or corrective measures amount(s) for each facility or scrap tire transporter guaranteed by this bond:

Final closure amount	\$ _____
Scrap tire portable processing equipment closure	\$ _____
Post-closure care amount	\$ _____
Corrective measures amount	\$ _____
Scrap tire transporter final closure amount	\$ _____

Total penal sum of bond: \$ _____

Know all persons by these presents, that we, the principal and surety(ies) hereto are firmly bound to the Ohio Environmental Protection Agency ("Ohio EPA"), 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 permit(s) or registration in order to operate each solid waste facility or scrap tire transporter identified above, and

Whereas said principal is required to provide financial assurance for final closure, or final closure and post-closure care, or post-closure care, or corrective measures as a condition of the permit(s), or registration(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, for a solid waste facility, the conditions of this obligation are such that if the principal shall faithfully perform final closure whenever required to do so, of each facility for which this bond guarantees final closure, in accordance with the final closure/post-closure care plan, and other requirements of the permit as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

And, for a solid waste facility, if the principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the final closure/post-closure care plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

And, for a solid waste facility, if the principal shall faithfully perform corrective measures at each facility for which this bond guarantees corrective measures in accordance with the corrective measures plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

Now, for a scrap tire transporter, if the principal shall faithfully perform the activities specified in paragraph (H)(4)(b) of rule 3745-27-15 of the Administrative Code for which this bond guarantees, 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 alternate financial assurance as specified in rules 3745-27-15, 3745-27-16, and/or 3745-27-18 of the Administrative Code and obtain the director's written approval of such alternate financial assurance not later than ninety

days after the date notice of cancellation is received by both the principal and the director 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.

(The following paragraph is only required for those solid waste facilities required to conduct final closure activities and should not be included in surety bonds for scrap tire transporters.)

Upon notification by the director that the principal has been found in violation of the final closure requirements of *rule 3745-27-11 of the Administrative Code* if the facility is a municipal solid waste landfill facility or scrap tire monocell facility, *rule 3745-29-11 of the Administrative Code* if the facility is an industrial solid waste landfill facility, *rule 3745-30-09 of the Administrative Code* if the facility is a residual solid waste facility, *rule 3745-27-23 of the Administrative Code* if the facility is a solid waste transfer facility, *rule 3745-27-47 of the Administrative Code* if the facility is a composting facility, *rule 3745-27-53 of the Administrative Code* if the facility is a solid waste incinerator, *rule 3745-27-66 of the Administrative Code* if the facility is a scrap tire storage or recovery facility, or *rule 3745-27-73 of the Administrative Code* if the facility is a scrap tire monofill, for a facility for which this bond guarantees performance of final closure, the surety(ies) shall either perform final closure in accordance with the final closure/post closure plan and other permit or registration requirements or place the final closure amount guaranteed for the facility into the standby trust fund as directed by the director.

(The following paragraph is only required for sanitary landfill facilities, because only they are required to conduct post-closure care activities. It does not apply to scrap tire transporters.)

Upon notification by the director that the principal has been found in violation of the post-closure care requirements of *rule 3745-27-14, 3745-29-14, 3745-30-10, or 3745-27-74 of the Administrative Code*, whichever is applicable, for a facility for which this bond guarantees performance of post-closure care, the surety(ies) shall either perform post-closure care in accordance with the final closure/post-closure care plan and other permit requirements or place the post-closure care amount guaranteed for the facility into the standby trust fund as directed by the director.

(The following paragraph is only required for municipal solid waste landfill facilities, because only they are are required to conduct corrective measures activities. It does not apply to scrap tire transporters.)

Upon notification by the director that the principal has been found in violation of the corrective measures requirements of *rule 3745-27-10 of the Administrative Code*, for a facility for which this bond guarantees performance of corrective measures, the surety(ies) shall either perform the corrective measures in accordance with the

corrective measures plan and other permit requirements or place the corrective measures amount guaranteed for the facility into the standby trust fund as directed by the director.

(The following paragraph is only required for scrap tire transporters.)

Upon notification by the director that the principal has failed to remove accumulations of scrap tires, delivered by the scrap tire transporter to a location not authorized to receive scrap tires by paragraph (C)(1) of rule 3745-27-56 of the Administrative Code, or failed to remove and properly dispose of any scrap tires which have been open dumped by the scrap tire transporter, or has been found to be in violation of rule 3745-27-79 of the Administrative Code, the surety(ies) shall either perform the required activities in accordance with applicable rules or place the amount guaranteed for the scrap tire transporter into the standby trust fund as directed by the director.

Upon notification by the director that the principal has failed to provide alternate financial assurance as specified in rule 3745-27-15, rule 3745-27-16, or 3745-27-18 of the Administrative Code and obtain written approval of such alternate financial assurance from the director not later than ninety days after receipt by both the principal and the director of a notice of cancellation of the bond, the surety(ies) shall place funds in the amount guaranteed for the facility or scrap tire transporter into the standby trust fund as directed by the director.

The surety(ies) hereby waive(s) notification of amendments to final closure plans, permits, 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 any other form of mail accompanied by a receipt to the owner or operator and to the director, provided, however, that cancellation cannot occur during the one hundred twenty day period beginning on the first day of receipt of the notice of cancellation by both the principal and the director 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) receive(s) written approval for termination of the bond by the director.

(The following paragraph is an optional rider that may be included but is not required. To accept or decline this paragraph as part of this document, the surety bond company must initial in the appropriate space below.)

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, post-closure care, scrap tire transporter final closure, or corrective measures amount, provided that the penal sum does not increase by more than twenty per cent in any one year, and no decrease in the penal sum occurs without the written approval of the director.

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 3745-27-17 of the Administrative Code, as such rule was constituted on the date this bond was executed.

Principal

Corporate surety(ies)

Signature

Name and address

Name Typed

Title Typed

Corporate seal (if available):

State of Incorporation

Liability Limit \$ _____

Signature

Name and title typed

Corporate seal (if available):

Bond Premium: \$ _____ “