

## CDD Financial Guarantee 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(ies) 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 a valid license, in order to operate each construction and demolition debris facility(ies) and construction and demolition debris processing facility(ies) identified above, and Whereas, said principal is required to provide financial assurance for final closure of the construction and demolition debris facility(ies) and construction and demolition debris processing facility(ies) or post-closure care of the construction and demolition debris facility(ies) as a condition of Chapter 3714. of the Revised Code; and Whereas said principal shall establish a standby trust fund as specified by rule 3745-400-13 or 3745-400-18 of the Administrative Code,

Now, therefore, the conditions of the obligation are such that if the principal shall faithfully, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility. Or, if the principal shall fund the standby trust fund in such an amount(s) not later than fifteen days after an order to begin final closure is issued by the licensing authority, or an Ohio court, or a U.S. district court, or other court of competent jurisdiction, or not later than fifteen days after a notice of revocation of the construction and demolition debris facility license or construction and demolition debris processing facility license, or, if the principal shall provide alternative financial assurance as specified in rule 3745-400-13 or 3745-400-18 of the Administrative Code as applicable, and obtain the licensing authority's written approval of such alternative financial assurance, not later than ninety days after the first day that notice of cancellation has been received by both the principal and the licensing authority from the 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 failed to perform as guaranteed by this 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 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 principal and to the licensing authority, provided, however, that cancellation shall not 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 licensing authority as evidenced by the return receipt(s) or while a compliance procedure is pending, as defined in rule 3745-400-13 or 3745-400-18 of the Administrative Code. 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 authorization 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 takes place without the written permission of the licensing authority.

In witness whereof, the principal and surety(ies) have executed this financial guarantee 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 (B) 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

**Corporate Surety**

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

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

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

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

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

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

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

Corporate Seal

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