

Surety Bond; Guaranteeing Performance of Closure and/or Post-Closure Care

(1) Performance Bond

Date bond executed: \_\_\_\_\_  
Effective dates: \_\_\_\_\_  
Principal: \_\_\_\_\_  
Type of organization: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
Surety(ies): \_\_\_\_\_  
EPA Identification Number, name, address, and closure and/or post-closure amount(s) for each facility  
guaranteed by this bond indicate closure and post- closure amounts separately:  
\_\_\_\_\_  
Total penal sum of Bond: \$ \_\_\_\_\_  
Surety's Bond Number: \_\_\_\_\_

Know all Persons by These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the State of Georgia 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, under the Georgia Solid Waste Management Act, O.C.G.A. 12-8-20, et seq., to have a permit in order to own or operate each solid waste handling facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurances, and

Whereas the Surety(ies) is (are) a surety company(ies) authorized to do business in the State of Georgia;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure 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, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure 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.

Or, if the Principal shall provide alternate financial assurance as allowed in paragraph 301-301-3-4-13 OF The Rules of the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), and obtain the EPD Director's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the EPD Director from the Surety(ies), then this obligation shall 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 EPD Director that the Principal has been found in violation of the closure requirements of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, Solid Waste Management. Chapter 391-3-4, for a facility for which this bond guarantees performance of closure,

the Surety(ies) shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the EPD Director.

Upon notification by the EPD Director that the Principal has been found in violation of the closure requirements of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, Solid Waste Management. Chapter 391-3-4, 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 post-closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the EPD Director.

Upon notification by the EPD Director that the Principal has failed to provide alternate financial assurance as specified in paragraph 391-3-4-.13 and obtain written approval of such assurance from the EPD Director during the 90 days following receipt by both the Principal and the EPD Director 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 EPD Director.

The Surety(ies) hereby waive(s) notification of amendment to closure plans, 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 to the owner or operator and to the EPD Director, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the EPD 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 authorization for termination of the bond by the EPD Director.

(The following paragraph is an optional rider that may be included but is not required.)

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the EPD Director.

Any notice or other communication required by this bond shall be deemed sufficient if sent by certified U.S. mail to the appropriate party at the following address:

Surety:  
Address:

Principal:  
Address:

EPD Director: Director of Environmental Protection Division  
Address: 2 Martin Luther King Jr Drive, Suite 1152 East Tower, Atlanta, GA 30334

It shall be the responsibility of each party to notify the other parties in writing of any change to its address stated above.

In witness whereof, the Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

Principal: \_\_\_\_\_

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

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

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

Corporate Surety(ies)

Name and address \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Liability Limits: \$ \_\_\_\_\_

Signatures: \_\_\_\_\_

Name and title: \_\_\_\_\_ Attorney-in-Fact

Corporate Seal: