

PERFORMANCE BOND

Bond No. _____

Date Bond Executed: _____
Effective Date: _____

Principal:

Legal Name and Address of owner or operator

Type of Organization: _____
"individual," "joint venture," "partnership," "corporation"

State of Incorporation: _____

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

Name and address for each facility or noncontiguous unit(s) guaranteed by this bond:

Final closure, post-closure, transporter, and/or corrective measures amount(s) for each facility or noncontiguous unit(s) guaranteed by this bond:

Closure Amount \$ _____
Post-Closure Amount \$ _____
Corrective Measures Amount \$ _____
Scrap Tire Transporter 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, whereas 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 not 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 or permits in order to operate each solid waste facility(ies) or a registration or registrations for each 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) or for scrap tire transportation, as a condition of the registrations), 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(ies), the conditions of this obligation are such that if the principal shall faithfully perform final closure whenever required to do so, of each facility or unit(s) for which this bond guarantees final closure, in accordance

with the final 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, for a solid waste facility(ies), if the principal shall faithfully perform post-closure care of each facility or unit(s) 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.

And, for a solid waste facility(ies), if the principal shall faithfully perform corrective measures of each facility or unit(s) 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 those activities in accordance with the requirements of the registration certificate, as such registration certificate 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 3745-27-15, rule 3745-27-16, or rule 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 only applies to those solid waste facilities required to conduct closure activities. It does not apply to 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 sanitary landfill facility or applicable scrap tire monocell facility, or rule 3745-27-23 of the Administrative Code if the facility is a solid waste transfer facility, or rule 3745-27-47 of the Administrative Code if the facility is a solid waste or yard waste composting facility, or rule 3745-27-53 of the Administrative Code if the facility is a solid waste incinerator, or rule 3745-27-66 of the Administrative Code if the facility is a solid waste storage or recovery facility, or rule 3745-27-73 of the Administrative Code if the facility is a scrap tire monofill or applicable scrap tire monocell facility, for a facility for which this bond guarantees performance of final closure in accordance with the final closure plan and other permit requirements or place the final closure amount guaranteed for the facility into the standby trust fund as directed by the director.

(The following paragraph only applies to those solid waste facilities required to conduct post-closure 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 requirements of rule 3745-27-14 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 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 director.

(The following paragraph only applies to those solid waste facilities 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 only applies to scrap tire transporters.)

Upon notification by the director that the principal has failed to remove accumulations of scrap tires, delivered by the 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 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 the registration certificate and 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 in rule 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(ies) into the standby trust funds as directed by the director.

The surety(ies) hereby waive(s) notification of amendments to 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(s) 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 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, transporter, or corrective measures amount, provided that the penal sum does not increase by more than twenty percent in any one year, and not 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

Type Name

Type Title

Corporate Seal (if available)

State of Incorporation

Liability Limit \$ _____

Signature

Type Name

Attorney-in-fact
Type Title

Corporate Seal (if available)

Bond Premium \$ _____