

## STATE OF FLORIDA SOLID WASTE MANAGEMENT FACILITY PERFORMANCE BOND TO DEMONSTRATE FINANCIAL ASSURANCE

The term "Required Action" as used in this document means closing, long-term care, or corrective action, or any combination of these, which is identified below.

Check Appropriate Box(es):     Closing     Long-Term Care     Corrective Action

Date bond executed: \_\_\_\_\_

Effective date: \_\_\_\_\_

Principal is a \_\_\_\_\_  
Type of Legal Entity (e.g., proprietorship, partnership, corporation)

Principal: \_\_\_\_\_  
Legal Name of Owner or Operator

\_\_\_\_\_  
Business Address of Owner or Operator

Surety(ies): \_\_\_\_\_  
Name as listed on Treasury Circular 570

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
State of Incorporation of Surety

List for each facility covered by this surety bond: FDEP identification number, name & site address, and indicate "Required Action" amounts.

<u>FDEP I.D. No.</u>	<u>Facility Name and Site Address</u>	<u>Required Action</u>	<u>Amount</u>
		Closing:	\$ _____
		Long-term Care:	\$ _____
		Corrective Action:	\$ _____

Total penal sum of bond: \$ \_\_\_\_\_

Surety's bond number: \_\_\_\_\_

Bond premium: \$ \_\_\_\_\_

**Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Florida Department of Environmental Protection (hereinafter called FDEP), 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 Sureties 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 Florida Solid Waste Management Act as amended, to have a permit in order to construct, operate or close each solid waste management facility identified above, and**

**WHEREAS, said Principal is required to provide financial assurance for the "Required Action," as a condition of the permit(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 the obligation are such that if the Principal shall faithfully perform closing, whenever required to do so, of each facility for which this bond guarantees closing, in accordance with the closing 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 long-term care of each facility for which this bond guarantees long-term care, in accordance with the long-term 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, if the Principal shall faithfully perform corrective action, whenever required to do so, of each facility for which this bond guarantees corrective action, in accordance with the corrective action 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 and obtain the FDEP Secretary's, or the Secretary's designee's (the "designee"), written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the FDEP Secretary, or designee, 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 FDEP Secretary, or designee, that the Principal has been found in violation of the closing requirements for a facility for which this bond guarantees performance of closing, the Surety(ies) shall either perform closing in accordance with the**

**closing plan and other permit requirements or place the closing amount guaranteed for the facility into the standby trust fund as directed by the FDEP Secretary, or designee.**

**Upon notification by the FDEP Secretary, or designee, that the Principal has been found in violation of the long-term care requirements of a facility for which this bond guarantees performance of long-term care, the Surety(ies) shall either perform long-term care in accordance with the long-term care plan and other permit requirements or place the long-term care amount guaranteed for the facility into the standby trust fund as directed by the FDEP Secretary, or designee.**

**Upon notification by the FDEP Secretary, or designee, that the Principal has been found in violation of the corrective action requirements for a facility for which this bond guarantees performance of corrective action, the Surety(ies) shall either perform corrective action in accordance with the corrective action plan and other permit requirements or place the corrective action amount guaranteed for the facility into the standby trust fund as directed by the FDEP Secretary, or designee.**

**Upon notification by the FDEP Secretary, or designee, that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the FDEP Secretary, or designee, during the 90 days following receipt by both the Principal and the FDEP Secretary, or designee, 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 FDEP Secretary, or designee.**

**The Surety(ies) hereby waive(s) notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agree(s) 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 Principal and to the FDEP Secretary, or designee; 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 FDEP Secretary, or designee, 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 FDEP Secretary, or designee.**

**Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new "Required Action" 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 FDEP Secretary, or designee.**

**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 as adopted and incorporated by reference in Rule 62-701.630(6)(a), F.A.C.

**PRINCIPAL**

\_\_\_\_\_  
Signature of Authorized Representative of Principal

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Signature of Witness or Notary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Witness or Notary Seal

**CORPORATE SURETY(IES)**

Provide the following for each surety (co-surety). Attach pages as needed.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Liability Limit (for co-sureties only)

\_\_\_\_\_  
Signature of Authorized Representative of Surety (Attach Power of Attorney) (SEAL ▶)

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Address of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address