

**STATE OF FLORIDA
HAZARDOUS WASTE FACILITY PERFORMANCE BOND
TO DEMONSTRATE FINANCIAL ASSURANCE
FOR**

Closure Post-Closure Corrective Action
[Check Appropriate Box(es)]

The term "Required Action," as used in this document means closure, post-closure care, or corrective action, or any combination of these, which is checked above.

Date bond executed: _____

Effective date: _____

Principal: _____

Legal Name and Business Address of Owner or Operator

Type of Organization: Individual Joint Venture Partnership Corporation
Check One

State of Incorporation: _____

Surety(ies): _____

Name(s) and business address(es)

List EPA/DEP Identification Number, name, address, and "Required Action" amounts separately for each facility guaranteed by this bond.

<u>EPA/DEP I.D. No.</u>	<u>Name</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 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 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 Resource Conservation and Recovery Act as amended (RCRA), to have a permit in order to own or operate each hazardous waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for "Required Action," 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 assurance;

Now, Therefore, the conditions of the 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.

And if the Principal shall faithfully perform corrective action 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 as specified in Subpart H of 40 CFR Part 264, as adopted by reference in Section 62-730.180, Florida Administrative Code (F.A.C.), and obtain the FDEP Secretary's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the FDEP Secretary 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 that the Principal has been found in violation of the closure requirements of 40 CFR Part 264, as adopted by reference in Section 62-730.180, F.A.C., 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 FDEP Secretary.

Upon notification by the FDEP Secretary that the Principal has been found in violation of the post-closure requirements of 40 CFR Part 264, as adopted by reference in Section 62-730.180, F.A.C., 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 FDEP Secretary.

Upon notification by the FDEP Secretary that the Principal has been found in violation of the corrective action requirements of 40 CFR Part 264, as adopted by reference in Section 62-730.180, F.A.C., 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.

Upon notification by the FDEP Secretary that the Principal has failed to provide alternate financial assurance as specified in Subpart H of 40 CFR Part 264, as adopted by reference in Section 62-730.180, F.A.C., and obtain written approval of such assurance from the FDEP Secretary during the 90 days following receipt by both the Principal and the FDEP Secretary 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.

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 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 FDEP Secretary, 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, 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 Secretary of the FDEP.

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.

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 substantially identical to the wording specified in 40 CFR 264.151(c), as adopted by reference in Section 62-730.180, F.A.C., as such regulations were constituted on the date this bond was executed.

PRINCIPAL

CORPORATE SURETY(IES)

For each co-surety provide the following

Signature

Name and address

Type Name and Title

State of Incorporation

Liability Limit \$

Signature

Type Name and Title

Corporate Seal

Corporate Seal

Bond premium: \$ _____