

**ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY**

**SOLID WASTE MANAGEMENT FACILITY PERFORMANCE BOND
TO DEMONSTRATE FINANCIAL ASSURANCE FOR CLOSURE**

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

EPC DA No.	Facility Name and Site Address
_____	_____

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 Environmental Protection Commission of Hillsborough County (hereinafter called "EPC"), 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 EPC Waste Management Rule Chapter 1-7, Rules of the EPC to have an Executive Director's Authorization in order to construct and operate the solid waste management facility identified above, and

WHEREAS, said Principal is required to provide financial assurance for the closure of the facility as a condition of the Director's Authorization, 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 any closing plan and other requirements of the Director's Authorization, 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 EPC Executive Director, or the 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 EPC Executive Director, 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 EPC Executive Director, 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 EPC Executive Director, or designee.

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

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new "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 EPC Executive Director, 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).

PRINCIPAL

Signature of Authorized Representative of Principal

Date

Type Name and Title

Telephone Number

E-mail Address

Signature of Notary

Notary Seal

CORPORATE SURETY(IES)

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

(SURETY SEAL)

**Signature of Authorized Representative of Surety
(Attach Power of Attorney)**

Type Name and Title

Surety Company

Liability Limit (for co-sureties only)

Address of Authorized Representative

Telephone Number

E-mail Address