

## STATE OF FLORIDA SOLID WASTE FACILITY FINANCIAL GUARANTEE BOND

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, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

Or, if the Principal shall fund the standby trust fund in such amount(s) within 15 days after an order to begin closure is issued by the Secretary of the FDEP, or the Secretary's designee (the "designee"), or a U.S. district court or other court of competent jurisdiction,

Or, if the Principal shall provide alternate financial assurance and obtain the FDEP Secretary's, or designee's, written approval of such assurance, within 90 days after the date of 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 failed to perform as guaranteed by this 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 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 Secretary of the FDEP, or designee; however, 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 Secretary of the FDEP, 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 Financial Guarantee 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