**STATE OF GEORGIA**

**ENVIRONMENTAL PROTECTION DIVISION
LAND PROTECTION BRANCH**

**HAZARDOUS WASTE**

 **SURETY PERFORMANCE BOND**

[ ] **Closure** [ ] **Post Closure** [ ] **Corrective Action**

Check Appropriate Box(es)

As used in this document closure, post-closure care, or corrective action, or any combination of these, which is checked above, are hereinafter referred to as “Required Action”.

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)]**

EPA Identification Number, name, address, and closure and/or post-closure and/or corrective action amount(s) for each facility guaranteed by this bond:

|  |  |  |  |
| --- | --- | --- | --- |
| Name | EPA ID Number | Address | Costs |
| **Name 1** | **ID No 1** | **Address 1** | **Closure = $Post-Closure = $ Corrective Action = $** |
| **Name 2** | **ID No 2** | **Address 2** | **Closure = $Post-Closure = $ Corrective Action = $** |
| **Name 3** | **ID No 3** | **Address 3** | **Closure = $Post-Closure = $ Corrective Action = $** |

*[If more fields are required, include as attachment]*

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 Georgia Department of Natural Resources, Environmental Protection Division (hereinafter called "EPD"), 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 Georgia Hazardous Waste Management Act, O.C.G.A. 12-8-60, et seq., 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 has established a standby trust fund, dated **[insert date of established standby trust fund]** as is required when a surety bond is used to provide such financial assurance, and

 Whereas the Surety(ies) is/are a surety company(ies) authorized to do business in the State of Georgia;

 Now, Therefore, the conditions of this 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 specified corrective action measures 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 paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, and obtain the EPD Director's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the EPD Director 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 EPD Director that the Principal has been found in violation of the closure requirements of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, Hazardous Waste Management, Chapter 391-3-11, 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 EPD Director.

 Upon notification by the EPD Director that the Principal has been found in violation of the post-closure requirements of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, Hazardous Waste Management, Chapter 391-3-11, 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 EPD Director.

 Upon notification by the EPD Director that the Principal has been found in violation of the corrective action requirements of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, Hazardous Waste Management, Chapter 391-3-11, for a facility for which this bond guarantees performance of corrective action, the Surety(ies) shall either perform corrective action in accordance with the specified corrective action measures and other permit requirements or place the corrective action amount guaranteed for the facility into the standby trust fund as directed by the EPD Director.

 Upon notification by the EPD Director that the Principal has failed to provide alternate financial assurance as specified in paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division, and obtain written approval of such assurance from the EPD Director during the 90 days following receipt by both the Principal and the EPD 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 fund as directed by the EPD 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 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 or overnight courier, return receipt requested, to the owner or operator and to the EPD Director, 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 EPD 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 authorization for termination of the bond by the EPD Director.

*[The following paragraph is an optional rider that may be included but is not required. Check “Not Applicable” if not adopting.]*

**[Insert “Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure, post-closure, and/or corrective 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 EPD Director.” Or “Optional Rider Waived.”]** or[ ] **Not Applicable**

Any notice or other communication required by this bond shall be deemed sufficient if sent by certified mail or overnight courier, return receipt requested, to the appropriate party at the following address:

Surety:

Address:

Principle:

Address:

EPD Director: Georgia EPD Director

Address: Georgia Department of Natural Resources

Environmental Protection Division

2 Martin Luther King Jr. Drive

Suite 1054, East Tower

 Atlanta, Georgia 30334

Attn: Land Protection Branch, Hazardous Waste

 It shall be the responsibility of each party to notify the other parties in writing of any change to its address stated above.

 In Witness Whereof, the Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

{Intentionally left blank}

 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 satisfies the requirements of paragraph 391-3-11-.05 of the Rules of the Georgia Department of Natural Resources, Environmental Protection Division as such regulation was constituted on the date this bond was executed.

PRINCIPAL

 [Signature(s)]

[Type Name(s)]

 **[Corporate Seal]**

[Type Title(s)]

Corporate Seal

Bond premium: **$ [insert amount]**

CORPORATE SURETY(IES)

*[For every co-surety, provide the following]*

[Name and address]

State of incorporation**: [insert State]**

Liability Limit**: $ [insert amount]**

 [Signature(s)]

[Type Name(s)]

 **[Corporate Seal]**

[Type Title(s)]

 **[Corporate Seal]**

[Agent's Signature]

 [Corporate Seal]

*[As applicable, Surety Bond should have attached Power of Attorney and Certificate of Authority of Attorney(ies)-In-Fact.]*

*[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.]*