

III. Performance Bond

(A performance bond, as specified in OAR 340-94-145(5)(c) or OAR 340-95-095(5)(c), must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted:)

Date bond executed:

Effective date:

Principal: [Permittee's name, address and corporate status]

State of incorporation:

Surety(ies): [name(s) and business address(es)]

DEQ Solid Waste Permit number, name, address, and current cost estimate(s) for closure, post-closure and/or corrective action for each facility guaranteed by this bond according to the closure or post-closure plan, solid waste permit requirements, and for corrective action according to the remedial action option developed and selected pursuant to OAR 340 Division 40 [indicate closure, post-closure and corrective action amounts separately]:

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 State of Oregon Department of Environmental Quality (hereinafter called DEQ), 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 Oregon Revised Statutes Chapter 459 to have a solid waste permit in order to own or operate each solid waste land disposal site identified above; and

Whereas said Principal is required to provide financial assurance for all costs of properly closing each site and providing post-closure care in accordance with the closure or post-closure plan, solid waste permit requirements, and for corrective action according to a remedial action option developed and selected pursuant to OAR 340 Division 40; 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 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 at 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 carry out corrective action according to a remedial action option developed and selected pursuant to OAR 340 Division 40 for each site for which this bond guarantees corrective action according to the remedial action option and all other applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall obtain and provide alternate financial assurance as specified in OAR 340-94-140 and -145 [OAR 340-95-090 and -095], within 90 days after the date notice of cancellation is received by both the Principal and the DEQ 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 DEQ Director that the Principal has been found in violation of the closure requirements of OAR 340 Division 94 [Division 95], for a site for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other solid waste permit requirements or place the closure amount guaranteed for the site into the standby trust fund as directed by the DEQ Director.

Upon notification by the DEQ Director that the Principal has been found in violation of the post-closure requirements of OAR 340 Division 94 [Division 95] for a site 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 solid waste permit requirements or place the post-closure amount guaranteed for the site into the standby trust fund as directed by the DEQ Director.

Upon notification by the DEQ Director that the Principal has been found in violation of corrective action as specified in the remedial action option developed and selected pursuant to OAR 340 Divisions 94 [95] and 40 for a site for which this bond guarantees performance of corrective action, the Surety(ies) shall either perform corrective action in accordance with the remedial action option or place the corrective action amount guaranteed for the site into the standby trust fund as directed by the DEQ Director.

Upon notification by an DEQ Director that the Principal has failed to obtain and provide alternate financial assurance as specified in OAR 340 Division 94 [95], during the 90 days following receipt by both the Principal and the DEQ 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 DEQ Director.

The surety(ies) hereby waive(s) notification of amendments to closure and post-closure plans, permits, remedial action option reports, 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 DEQ 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 DEQ Director as evidenced by the return receipts. If Principal has not provided alternate financial assurance within 90 days of the notice of cancellation, Surety(ies) shall pay the amount of the penal sum into the standby trust account.

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 DEQ Director.

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 to correspond to the annual adjustment to the cost estimates required by OAR 340-94-140(6)(d) [OAR 340-95-090(6)(d)], provided that the penal sum does not increase by more than 20 percent in any one year.

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(s)]

[Name(s)].

[Title(s)]

Corporate Surety(ies)

[Name and address]

State of incorporation:

Liability limit: \$

[Signature(s)]

[Name(s) and title(s)]

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

Bond premium: \$

[Add Notary Block]