PERFORMANCE BOND

Bond Number:

Total Penal Sum of Bond: $

Effective Date:

The EPA identification number, name, address, and closure, postclosure, and/or corrective action amounts for each hazardous waste management facility guaranteed by this bond [*indicate closure, postclosure, and corrective action cost estimates separately*]:

\_\_\_\_\_\_\_, a [*name of state*], [*insert "corporation" or "partnership" or "individual" or "joint venture"*], [*business address*], as Principal, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [*business address*], an insurer authorized to transact the business of surety and fidelity insurance in the state of Michigan and an acceptable surety on federal bonds as listed in Circular 570 of the United States Department of Treasury, as Surety, are firmly bound unto the Director of the Department of Environment, Great Lakes, and Energy ("Director"), on behalf of the state of Michigan, his successor or successors in office, or his authorized representative, in the above total penal sum, lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

 WHEREAS, the Principal is required under Part 111, Hazardous Waste Management, of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451), to have an operating license to own or operate each hazardous waste management facility identified above; and

 WHEREAS, the Principal is required to provide financial assurance for the closure, postclosure, or corrective action of each facility identified above as a condition of the administrative rules promulgated pursuant to Part 111 and as a condition of licensure;

 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 an operating license as such plan and operating license 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 postclosure of each facility for which this bond guarantees postclosure, in accordance with the postclosure plan and other requirements of an operating license, as such plan and operating license 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 at each facility for which this bond guarantees corrective action, in accordance with the corrective action program and other requirements of an operating license or order, as such program and operating license or order 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 the administrative rules promulgated pursuant to Part 111, and obtain the Director's written approval of such assurance within 90 days after the date notice of cancellation is received by both the Principal and the Director from the Surety, then this obligation shall be null and void, otherwise it is to remain in full force and effect.

 The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

 In the event that the Director, in accordance with the administrative rules promulgated pursuant to Part 111, issues a written Notice of Violation or other order to the Principal indicating that the Principal has failed to properly execute its closure responsibilities for a facility for which this bond guarantees performance of closure, the Surety shall either perform closure in accordance with the closure plan and other operating license requirements, or make payment of the closure amount guaranteed by this bond for closure of the facility to the Director.

 In the event that the Director, in accordance with the administrative rules promulgated pursuant to Part 111, issues a written Notice of Violation or other order to the Principal indicating that the Principal has failed to properly execute its postclosure responsibilities for a facility for which this bond guarantees performance of postclosure, the Surety shall either perform postclosure in accordance with the postclosure plan and other operating license requirements, or make payment of the postclosure amount guaranteed by this bond for postclosure of the facility to the Director.

 In the event that the Director, in accordance with the administrative rules promulgated pursuant to Part 111, issues a written Notice of Violation or other order to the Principal indicating that the Principal has failed to properly execute its corrective action responsibilities for a facility for which this bond guarantees performance of corrective action, the Surety shall either perform corrective action in accordance with the corrective action plan and other operating license or order requirements, or make payment of the corrective action amount guaranteed by this bond for corrective action of the facility to the Director.

 The Surety hereby waives notification of amendments to closure, postclosure care, and corrective action plans, licenses, orders, applicable laws, statutes, rules and regulations and agrees that no such amendment shall in any way alleviate its obligation on this bond, except for adjustments in the closure, postclosure, and corrective plans that cause increases or decreases in the penal sum contained herein.

 When the current closure, postclosure, or corrective action cost estimate(s) increase to an amount more than the penal sum, the Principal, within 60 days after the increase, shall either cause the penal sum to be increased to an amount at least equal to the current closure, postclosure, and corrective action cost estimate(s), and submit evidence of such increase to the Director, or obtain other financial assurance as specified in the administrative rules promulgated pursuant to Part 111. When the current closure, postclosure, or corrective action cost estimate(s) decrease(s), the penal sum may be reduced to the amount of the current closure, postclosure, or corrective action cost estimate(s) following written approval by the Director.

 The liability of the Surety 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 hereunder exceed the amount of said penal sum.

 The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the Director, provided, however, that cancellation shall not occur during the one hundred twenty (120) days beginning on the date of receipt of the notice of cancellation by the Principal and the Director, as evidenced by the return receipts.

 Provided further, that this Performance Bond may be drawn upon and the Surety agrees to honor this bond should the Principal fail to provide the Director with an extension of this bond, or an acceptable replacement bond, or an alternative form of financial assurance as specified in the administrative rules promulgated pursuant to Part 111, and acceptable to the Director, not less than sixty (60) days prior to the expiration or cancellation hereof.

 The Principal may terminate this bond by sending written notice to the Surety, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond from the Director, or his authorized representative.

 This bond shall be and continue in force for a period beginning with the effective date of the bond and terminating when canceled by the Surety in accordance with the cancellation provisions above, or when the Surety receives written authorization for termination of the bond from the Director. Upon determination of the Director or his authorized representative that any of the foregoing conditions have not been complied with, he shall have recourse to the rights created under this bond.

 In witness whereof, the Principal and the Surety have executed this Performance Bond and have affixed their seals and have attached the justification or power of attorney as of the day and date first above written.

 The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety and that the wording of this surety bond is identical to the wording provided by the Director on the date this bond was executed.

Sealed with our seals, dated the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_.

 PRINCIPAL

[Signature(s)]

[Name(s)]

[Title(s)]

[Corporate Seal]

 SURETY

[Name and Address]

State of Incorporation:

Liability Limit: $

[Signature(s)]

[Name(s)]

[Title(s)

[Corporate Seal]

Bond Premium: $

 MAIL TO:

 HAZARDOUS WASTE SECTION

 MATERIALS MANAGEMENT DIVISION

 MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

 PO BOX 30241

 LANSING MI 48909-7741

 FOR OVERNIGHT MAIL:

 HAZARDOUS WASTE SECTION

 MATERIALS MANAGEMENT DIVISION

 MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

 CONSTITUTION HALL, 4TH FLOOR SOUTH

 525 WEST ALLEGAN STREET

 LANSING MI 48933

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