

NEBRASKA

DEPT. OF ENVIRONMENTAL QUALITY

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05-175Ka2

Revised September, 2021

Performance Bond

Date bond executed: _____

Effective date: _____

Principal: [legal name and business address of owner or operator]

Type of organization: [insert "individual," "joint venture," "partnership," or "corporation."]

State of incorporation: _____

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

Solid Waste Permit Number, name, address, closure and/or post-closure, and/or remedial action amount(s) for Solid Waste Management facility guaranteed by this bond [indicate closure, post-closure, and remedial action amounts separately]: _____

Total penal sum of bond:

\$ _____

Surety's bond no. _____

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Nebraska Department of Environment and Energy (hereinafter NDEE), 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 Integrated Solid Waste Management Act and Title 132 - Integrated Solid Waste Management Regulations (hereinafter Title 132) to have a permit in order to own or operate each solid waste management facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, and/or post-closure care, and/or remedial action as a condition of the permit and applicable laws, rules, and regulations;

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 remedial action of each facility for which the bond guarantees remedial action, in accordance with the remedial action 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,

Or, if the Principal shall provide alternate financial assurance, as specified in Title 132 and obtain the NDEE Director's written approval of such assurance, within 90 days after the date of notice of cancellation is received by both the Principal and the NDEE 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 NDEE that the Principal has been found in violation of the closure requirements of Title 132, 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 an account as directed by the NDEE Director.

Upon notification by the NDEE that the Principal has been found in violation of the post-closure requirements of Title 132 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 an account as directed by the NDEE Director.

Upon notification by the NDEE that the Principal has been found in violation of the remedial action requirements of Title 132 for a facility for which this bond guarantees performance of remedial action, the Surety(ies) shall either perform remedial action in accordance with the remedial action plan and other permit requirements or place the remedial action amount guaranteed for the facility into an account as directed by the NDEE Director.

Upon notification by the NDEE Director that the Principal has failed to provide alternate financial assurance as specified in Title 132, and obtain written approval of such assurance from the NDEE Director during the 90 days following receipt by both the Principal and the NDEE Director of a notice of

cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into an account as directed by the NDEE Director.

The Surety(ies) hereby waive(s) notification of amendments to closure plans, post-closure plans, remedial action 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 notification by certified mail, return receipt requested, to the Principal and the NDEE 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 NDEE 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 NDEE Director.

{The following paragraph is an optional rider that may be included but is not required}:

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure and/or remedial action amount at least equal to the current cost estimates, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum occurs without the written permission of the NDEE Director.

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 Seal]

Corporate Surety(ies)

[Name and address]
State of Incorporation: _____

Liability limit: \$ _____

[Signature(s)]
[Name(s)]
[Title(s)]

[Corporate Seal]

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

Bond premium: \$ _____

Produced by: Nebraska Department of Environment and Energy, P.O. Box 98922, Lincoln, NE 68509-8922; phone (402) 471-2186. To view this, and other information related to our agency, visit our web site at <http://DEE.ne.gov>.