

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
BUREAU OF WASTE MANAGEMENT
Solid Waste Form 1250
PERFORMANCE GUARANTEE BOND FOR CLOSURE AND POST-CLOSURE

Bond Number _____ Penal Sum _____

KNOW ALL PERSONS BY THESE PRESENTS that we _____

a corporation organized and existing under the laws of the state of _____,

as **Principal**, and _____

a corporation organized and existing under the laws of the state of _____,

as **Surety**, are firmly bound to the Kansas Department of Health and Environment ("KDHE"), in the penal sum

of _____

U. S. Dollars, (\$ _____) for the payment of which we bind ourselves, our heirs,

executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Principal is required by provisions of K.S.A. 65-3401 *et. seq.* and applicable rules and regulations, as amended, to have a permit to own or operate the Kansas solid waste disposal area or processing facility existing at _____

_____ Permit No. _____;

WHEREAS, Principal is required by provisions of K.S.A. 65-3401 *et. seq.* and applicable rules and regulations, as amended, to provide financial assurance for the costs of closure, post-closure care, or both of these, at the disposal area or processing facility as a condition to have a permit; and

WHEREAS, Principal shall establish a standby trust fund as is required when a performance guarantee bond is used to provide such financial assurance;

NOW THEREFORE, the conditions of this obligation are such that, if Principal shall faithfully perform closure of the solid waste disposal area or processing facility whenever required to do so by the KDHE approved closure plan, or shall perform closure according to instructions in a writing from KDHE;

Or, if Principal shall perform post-closure care of the solid waste disposal area whenever required to do so by the KDHE approved post-closure plan, or shall perform post-closure care according to instructions in a writing from KDHE;

Or, if Principal shall perform closure or post-closure care as required by an administrative order from KDHE, or, as required by an order issued by a court of competent jurisdiction;

Or, if Principal shall obtain alternative financial assurance as allowed by law, rules and regulations, and obtain the written approval from KDHE for its use, within 90 days following receipt of a notice of cancellation from Surety by both Principal and KDHE, as evidenced by the certified mail return receipts;

Then this obligation to be null and void; otherwise to remain in full force and effect for the full term of the permit and any modifications or extensions thereof.

Surety shall become liable on this performance guarantee bond only when Principal has failed to fulfill the conditions set forth above.

Upon notification by KDHE to Surety that Principal has failed to perform as guaranteed by this performance guarantee bond, Surety shall place funds into the standby trust fund in the amount and according to the instructions from KDHE.

The liability of Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or succession of payments shall amount in the aggregate to the penal sum, but in no event shall the obligation of Surety hereunder exceed the amount of the penal sum.

Surety hereby waives notification of amendments and modifications to the applicable laws, rules and regulations; to the closure and post-closure plans; and to the terms and conditions of the permit. Surety hereby agrees that no such amendments or modifications shall in any way modify or alleviate its obligation under this performance guarantee bond.

Surety may terminate this performance guarantee bond by sending notice of cancellation by certified mail to Principal and KDHE, provided however, that such termination shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both Principal and KDHE, as evidenced by the return receipts. Obligations of the Surety arising prior to the termination date shall not be affected by the termination.

Principal may terminate this performance guarantee bond by sending written notice of the effective termination date to both Surety and KDHE, provided however, that termination shall not occur unless and until Surety receives written authorization for the termination from KDHE.

IN WITNESS WHEREOF, Principal and Surety have caused this performance guarantee bond to be executed by their respective officers duly authorized, and their corporate seals to be hereunder affixed and their signatures attested, as of the dates appearing by the signatures below.

Bond Premium _____ Effective Date _____

SIGNED FOR THE PRINCIPAL

SIGNED FOR THE SURETY

/S/ _____

/S/ _____

Date _____

Date _____

Name _____

Name _____

Title _____

Title _____

Seal

Seal

Signature Attested by the Notary

Signature Attested by the Notary