

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
BUREAU OF WASTE MANAGEMENT
Solid Waste Form 1255
PERFORMANCE GUARANTEE BOND FOR CORRECTIVE ACTION

Bond Number _____ Penal Sum _____

KNOW ALL MEN 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 dispose or process solid waste in such manner as to protect the public health and environment, and prevent a public nuisance, including cleanup and corrective action for any releases or potential releases of waste constituents into the environment;

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 cleanup and corrective action at the disposal area or processing facility as a condition to have a permit, or, Principal is required by a corrective action order issued by KDHE or a court of competent jurisdiction to conduct cleanup and corrective action at the solid waste disposal area or processing facility, and is required to provide financial assurance for the costs of such cleanup and corrective action; 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 corrective action when required according to the KDHE approved corrective action plan, or when required according to corrective action required in a writing from KDHE;

Or, if Principal shall faithfully, perform corrective action when required according to a corrective action order issued by KDHE, or when required according to the order of 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 KDHE approved corrective action plan or the writing from KDHE, or, for the full term of the corrective action order issued by KDHE, or, for the full term of the order issued by a court of competent jurisdiction, and any extensions and modifications of these.

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; or to the corrective action plan approved by KDHE; or to the said corrective action order from KDHE or said order from a court of competent jurisdiction. Surety hereby agrees that no such amendments or modifications to any of these 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 Surety arising prior to the termination date shall not be affected by the said termination.

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