

SURETY BOND

Bond Number: _____

Date bond executed: _____

(If more than one Surety, identify bond number with respective Surety)

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) of Surety(ies))

Obligee: New York State Department of Environmental Conservation

EPA identification numbers, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond (indicate facility and closure and post-closure amounts separately):

Total penal sum of bond: \$ _____ (payable in good and lawful money of the United States of America)

NOW, THEREFORE, Know All Persons By These Presents, that we, the Principal and Surety(ies) hereto are held and firmly bound to NYSDEC 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 ECL Article 27, to have a permit or interim status in order to own or operate each hazardous waste management facility identified above; and

WHEREAS said Principal is required to provide financial assurance for closure, or closure and post-closure care, as referred to above, as a condition of the permit(s) or interim status; 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 the obligation are such that if the Principal shall faithfully, before the beginning of final closure of each facility identified above, fund the standby trust fund in the amount(s) identified above for the facility,

OR, if the Principal shall fund the standby trust fund in such amount(s) within 15 days after an order to begin closure is issued by the Commissioner or a United States district court or other court of competent jurisdiction,

OR, if the Principal shall provide alternate financial assurance, as specified in ECL section 27-0917 or 6 NYCRR 373-2.8 or 373-3.8, as applicable, and obtain the Commissioner's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Commissioner 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 Commissioner that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the Commissioner.

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, return receipt requested, to the Principal and the Commissioner, 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 Commissioner, 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 Commissioner.

(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 amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the Commissioner.

IN WITNESS WHEREOF, the Principal and Surety(ies) 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) and that the wording of this surety bond is identical to the wording specified in 6 NYCRR 373-2.8(j)(2), as such regulations were constituted on the date this bond was executed.

PRINCIPAL

(Signature(s)) _____

(Name(s)) _____

(Title(s)) _____

(Corporate Seal) _____

CORPORATE SURETY(IES)

(Name and Address)

State of Incorporation: _____

Liability Limit: (For each facility, and in the aggregate) \$ _____

(Signature(s)) _____

(Name(s) and 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: \$ _____

(ACKNOWLEDGEMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF : _____

: SS.: COUNTY OF : _____

On this day of , 19 , before me personally came to me known and known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that (s)he executed the same.

_____ Notary Public

(ACKNOWLEDGEMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF : _____

: SS.: COUNTY OF : _____

On this day of , 19 , before me personally came , to me known, who, being by me duly sworn, did depose and say that (s)he resides in ; that (s)he is the of , the corporation described in and which executed the within instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his/her name thereto by like order.

_____ Notary Public

(ACKNOWLEDGEMENT BY SURETY COMPANY; PREPARE SEPARATE ACKNOWLEDGEMENT FOR EACH SURETY)

STATE OF : _____

: SS.: COUNTY OF : _____

On this day of , 19 , before me personally came , to me known, who, being by me duly sworn, did depose and say that (s)he resides in ; that (s)he is the of , (insert name of Surety), the corporation described in and which executed the within instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that (s)he signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

_____ Notary Public