

**MONTGOMERY COUNTY, MARYLAND  
SOLID WASTE DISPOSAL CHARGES  
SURETY BOND**

Bond Number \_\_\_\_\_

This Surety Bond is given by \_\_\_\_\_ (Name), as Principal, a corporation or person depositing solid waste monthly in Montgomery County, Maryland, located at \_\_\_\_\_ (Address), in Montgomery County, Maryland, and authorized to do business in the State of Maryland and Montgomery County, Maryland, and \_\_\_\_\_ (Name), as Surety, located at \_\_\_\_\_ (Address), a Surety Company incorporated under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Maryland, to Montgomery County, Maryland, a body politic and corporate, as Obligee, pursuant to Section 48-34, Montgomery County Code, 2004, as amended.

1. Principal and Surety are bound to Obligee in the sum of \_\_\_\_\_ United States Dollars (U.S. \$ \_\_\_\_\_), for the payment of which Principal and Surety jointly and severally bind themselves, their successors, assigns, and legal representatives.
2. If Principal pays the statement of charges, invoice, or bill rendered by the Obligee each month for depositing solid waste at a solid waste disposal facility owned or operated by Obligee within fifteen (15) days of being rendered by Obligee, and Principal performs its obligations pursuant to Sections 48-31 through 48-37 of the Montgomery County Code 2004, as amended, this obligation shall be void; otherwise the obligation shall remain in full force and effect. It is a violation of the bond for the Principal to fail to pay a statement of charges, invoice, or bill, or otherwise to fail to perform its obligation as described above.
3. This obligation will run continuously and remain in full force and effect until and unless this bond is terminated and cancelled as provided herein.
4. Surety may terminate its obligation hereunder by giving ninety (90) days written notice by registered mail to the Director of Finance, c/o Chief, Division of Treasury, Montgomery County, Maryland, 255 Rockville Pike, Rockville, Maryland, 20850. Any such termination will not affect this bond with respect to any amounts owed by Principal or Surety prior to the date of termination.
5. If any action or proceeding is initiated in connection with this bond, and/or any amounts or obligations arising hereunder, the jurisdiction and venue will be Montgomery County, Maryland. It is the intent of the parties to sign this bond under seal so that it is a specialty agreement.
6. In addition to all other amounts payable hereunder, Principal and Surety shall be liable for (1) interest and penalties at the rate applicable to overdue and in arrears real estate taxes on the full amount of the obligation under this bond which is more than fifteen (15) days past due, and (2) all costs and expenses (including reasonable attorney's fees) that Obligee expends or incurs in the enforcement of the provisions of this bond.

Bond Number \_\_\_\_\_

7. Surety Notice to Obligee in Case of Principal Violation. If Principal commits a violation as described by this Bond and Obligee, by written notice to Principal and Surety, declares Principal in violation and provides by affidavit or sworn statement proof that Principal committed a violation and the amount due to Obligee or another person(s), then Surety must notify Obligee in writing, within 10 days after Obligee mails its notice, which action it will take as permitted in Section 8, below.

8. Surety's Obligation Upon Violation. Upon notice to Surety from Obligee as provided in Section 7 above, Surety must, within 10 days after Obligee mails its notice, proceed to take one or, at its option, more than one of the following courses of action:

- a. Tender the Full Sum. Tender the amount stated in the Obligee's sworn statement or affidavit to the Obligee or other person (s) as directed by the sworn statement or affidavit.
- b. Tender the Bond Amount. Tender the full amount of this Bond to Obligee or other person(s) as directed in the sworn statement or affidavit.
- c. Other Acts. Take any other acts mutually agreed upon in writing by Obligee and Surety.

9. Surety's Additional Obligations. In addition to those duties set forth herein above, Surety must promptly pay Obligee all losses, costs, and expenses (including reasonable attorney's fees) resulting from Principal's violation(s).

10. Method of Notice. Except as otherwise provided herein, all notices to Surety, Principal, or the Obligee must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below, but any notice which is returned uncertified or for which no signed receipt is received within five (5) days of the date of deposit in the U.S. mail, may thereafter be served by recognized overnight delivery service with receipt of delivery requested.

Surety: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Obligee: Department of Environmental Protection  
Division of Solid Waste Services  
101 Monroe Street, Sixth Floor  
Rockville, Maryland 20850

Principal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bond Number \_\_\_\_\_

Signed with our hands and sealed with our seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the effective date of this bond is \_\_\_\_\_, 20\_\_.

Signed and Sealed in the presence of:

\_\_\_\_\_  
Witness Signature  
(If Corporation, witness must be Corporate Secretary or Assistant Secretary; otherwise, witness's signature must be notarized.)

\_\_\_\_\_  
(Seal)  
Principal (Print Name of Person or Corporation)

\_\_\_\_\_  
Witness (Print Name and Title)

\_\_\_\_\_  
(Seal)  
Signature of Person or Officer of Corporation  
(If Corporation, President should sign; otherwise, evidence of authority must be provided.)

Insurance Agent Contact:

Business Name \_\_\_\_\_  
Agent Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ fax ( ) \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title of above Officer

\_\_\_\_\_  
Address of Person or Corporation

Resident Agent Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Name of Surety

By \_\_\_\_\_ (Seal)  
Attorney-in-Fact (Signature)

\_\_\_\_\_  
Attorney-in-Fact (Print Name)

**THIS FORM HAS BEEN PRE-APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY FOR MONTGOMERY COUNTY, MARYLAND. THIS FORM MAY NOT BE CHANGED, MODIFIED, OR ALTERED IN ANY FORM WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE COUNTY ATTORNEY FOR MONTGOMERY COUNTY, MARYLAND.**

PLEASE RETURN TO  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF SOLID WASTE SERVICES  
16101 FREDERICK ROAD  
DERWOOD, MARYLAND 20855

**This form must be completed and accompany the Surety Bond at time of submission to the DEPARTMENT OF ENVIRONMENTAL PROTECTION, Division of Solid Waste Services.**

CERTIFICATION LETTER

**Date** \_\_\_\_\_

Joan Foster or Jeanne Risher  
Department of Environmental Protection  
Division of Solid Waste Services  
16101 Frederick Road  
Derwood, MD 20855

Company Name: \_\_\_\_\_

Please be advised that \_\_\_\_\_ Insurance Company is properly registered with the Circuit Court of Montgomery County, Maryland, for the year **200\_\_ - 200\_\_** and that \_\_\_\_\_ (is) (is not) registered with the Clerk of the Circuit Court for Montgomery County, Maryland, as an Attorney-in-Fact for the aforesaid insurance company.

Sincerely,

\_\_\_\_\_

Recording Department  
Circuit Court of Montgomery County  
50 Maryland Avenue, Rm. 212  
Rockville, Maryland 20850  
(240)777-9470