

**MONTGOMERY COUNTY, MARYLAND
SOLID WASTE DISPOSAL CHARGES CREDIT APPLICATION**

Company Name _____ Date _____, 202__

Company Name _____ Date _____, 202__

Address _____ Phone _____

Montgomery County License Number _____ (required)

Number of Vehicles _____

Average monthly disposable solid waste (must exceed 20 tons per month) _____

Tipping Fee incurred in a normal forty-five (45) day billing period \$ _____

Collateral Required (must equal a normal forty-five day billing period amount) \$ _____

Collateral Posted as below

Surety Bond \$ _____

Pursuant to Section 48-34 of the Montgomery County Code of 2014, as amended

Extension of Credit Solid Waste collection companies licensed by the county, business concerns, and other persons who deposit in excess of twenty tons monthly of solid waste at the county disposal facilities, may apply for an extension of credit by submission of an application for credit to the Chief, Division of Recycling and Resource Management and Chief, Division of Treasury.

Posting Collateral As a prerequisite for extension of credit, collateral accompanying the application for credit shall be deposited with the Chief, Division of Recycling and Resource Management and the Chief, Division of Treasury in the form of a surety bond approved by the Chief Administrative Officer and County Attorney, in the amount equal to a normal forty-five (45) day billing period. The computation of the amount of collateral required shall be determined by multiplying the number of tons per month by one and one-half times the per ton solid waste disposal charge.

I hereby apply for an extension of credit as described above, and further, I understand that the invoices for disposal charge must be paid within 25 days of the date rendered or interest and penalties will accrue at the rate appropriate for late payment of real property taxes per month or fraction thereof. The collateral deposit will be adjusted when there is an increase or decrease in dumping tonnage and/or rates. Collateral deficiencies must be corrected within thirty (30) days of the date of invoice or this credit agreement will be considered void.

Print Name and Title of Solid Waste Collector/Hauler

Signature and Title of Solid Waste Collector/Hauler Date

Approved by Montgomery County, Maryland

Signature Chief, Division of Treasury Date

Signature County Attorney Office Date

**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, 2014, 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 2014, 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:

Department of Environmental
Protection Division of Recycling and
Resource Management
2425 Reddie Drive, Fourth Floor
Wheaton, Maryland 20902

with a copy to: Terrilyn Brooks
Associate County Attorney
101 Monroe Street, Third Floor
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 attorneys fees) that Obligee expends or incurs in the enforcement of the provisions of this bond.

- 7. Surety Notice to Oblige in Case of Principal Violation. If Principal commits a violation as Described by this Bond and Oblige, 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 Oblige or another person(s), then Surety must notify Oblige in writing, within 10 days after Oblige 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 Oblige as provided in Section 7 above, Surety must, within 10 days after Oblige 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 Oblige's sworn statement or affidavit to the Oblige 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 Oblige 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 Oblige and Surety.
- 9. Surety's Additional Obligations. In addition to those duties set forth herein above, Surety must promptly pay Oblige 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 Oblige 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: _____

Oblige: Department of Environmental Protection Division of Recycling and Resource Management 2425 Reddie Drive, Fourth Floor Wheaton, Maryland 20902	Terrilyn Brooks Associate County Attorney 101 Monroe Street, Third Floor Rockville, Maryland 20850
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Principal: _____

Bond Number _____

Signed with our hands and sealed with our seals this _____ day of _____, 202____, the effective date of this bond is _____, 202_____.

Signed and Sealed in presence of:

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

Principal (Print Name of Person or Corporation)

Witness (Print Name and Title)

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

Insurance Agent Contact:

Print Name and Title of above Officer

Business Name _____
Agent Name _____
Address _____
Phone () _____ Fax () _____

Address of Person or Corporation

Name of Surety

Resident Agent Name: _____
Address: _____

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 RECYCLING AND RESOURCE MANAGEMENT
2425 REEDIE DRIVE, FOURTH FLOOR
WHEATON, MARYLAND 20902

This form must be completed and accompany the Surety Bond at time of submission to the DEPARTMENT OF ENVIRONMENTAL PROTECTION, Division of Recycling and Resource Management.

CERTIFICATION LETTER

Date _____

Jeanne Risher
Department of Environmental Protection
Division of Recycling and Resource
Management
2 425 Reddie Drive, Fourth Floor
Wheaton, Maryland 20902

Company Name _____

Please be advised that _____ Insurance Company is properly registered with the Circuit Court of Montgomery County, Maryland, for the year **202**____ **202**_____ 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. 2320
Rockville, Maryland 20850
(240)777-9470