



**SURETY BOND-MINING  
(SUBSIDENCE)**

To be completed by Operator:  
Purpose (check only one):

(1) Purpose (check only one)

- (a) Original Application for Permit
- (b) Additional Bond
- (c) Replacement Bond
- (d) Transfer of Permit

(2) Name of Operation Facility \_\_\_\_\_

(3) Type of Mineral \_\_\_\_\_

To be completed by Department of Environmental Protection:	
License No. _____	
Permit No. _____	
Date(s) and Amount(s) of Bond Release:	_____
	_____
Date(s) and Amount(s) of Bond Rollover:	_____
	_____

To be filled in by Surety Company

Bond No. \_\_\_\_\_

WHEREAS, \_\_\_\_\_ ("Operator"),  
(Name of Mine Operator)

(1) a Corporation, incorporated under the laws in the State of \_\_\_\_\_, or  
(Name of State)

(2) a(n) \_\_\_\_\_  
(Limited/General Partnership, Registered Fictitious Name Bureau or Individual)

with its principal place of business at \_\_\_\_\_  
(Operator Address)

\_\_\_\_\_, has filed with the Department of Environmental Protection ("Department") an application for an underground mining permit ("Permit") under the Act of April 27, 1966, P.L. 31, as amended, known and referred to herein as the Bituminous Mine Subsidence and Land Conservation Act (52 P.S. §1406.1 et seq.), in which the Operator proposed to affect \_\_\_\_\_ acres of land  
(Number of Acres)

in \_\_\_\_\_ Township, \_\_\_\_\_ County,  
Commonwealth of Pennsylvania.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Operator, as principal, and

\_\_\_\_\_  
(Name of Surety Company)

with its principal place of business at \_\_\_\_\_  
(Surety Address)

licensed to do business in the Commonwealth of Pennsylvania, and approved by the Secretary of the Department of Environmental Protection, as surety, are held and firmly bound unto the Department, in the just and full sum of

\_\_\_\_\_ Dollars (\_\_\_\_\_),  
to the payment whereof, well and truly to be made, we bind ourselves, and our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents:

1. **Condition of the Obligation.** If the principal shall faithfully perform and conform to all of the applicable requirements of the following:

- (a) the Bituminous Mine Subsidence and Land Conservation Act;
- (b) all amendments and additions hereafter made to the Acts and all statutes enacted as substitutes or replacements therefor;
- (c) all rules and regulations now or hereafter promulgated thereunder;
- (d) the terms and conditions of the Permit, and all amendments or additions thereto; and
- (e) all Department orders relating to Operator conduct under the Permit.

(the requirements described in (a) through (e), inclusive, immediately above, collectively called the "Law");

then this obligation shall be null and void, otherwise to be and remain in full force and effect.

2. **Amount and Duration of Bond Liability.** Liability upon this bond shall be for the amount specified herein. Liability upon this bond shall continue for the duration of mining activity at the operation conducted hereunder and for a period of ten (10) years thereafter, unless released in whole or in part by the Department, in writing, prior thereto, as provided by the Law. Such amount released shall be a credit upon the total amount of the bond. It is hereby acknowledged and agreed by and among the parties that the liability upon this bond is a penal sum, and as such the Commonwealth retains a property interest in such surety guarantee, as provided by the law.

3. **Default.** Upon the happening of any default of the provisions, conditions and obligations assumed under this bond and the declaration of a forfeiture by the Secretary of the Department, or his designed, the principal hereby authorizes and empowers the Attorney General of the Commonwealth of Pennsylvania, or any other attorney of any court of record in Pennsylvania or elsewhere, by him deputized for the purpose, to appear for and confess judgement against the principal and/or the surety, their heirs, executors, administrators, successors or assigns, in favor of the Commonwealth for any sum or sums of money which may be due hereunder, with or without defalcation or declaration filed, with interest and cost, with release of errors, without stay of execution, and with ten percent (10%) added for collection fees, and for the exercise of this power, this instrument, or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority. This power shall be inexhaustible. The principal and surety further agree that execution may issue upon judgment so confessed for the full amount of money and accrued interest that is owing from the principal and/or the surety to the Commonwealth, with costs and collection fee, upon filing information in writing in the court where such judgment shall be entered.

4. **Events Not Affecting Bond Liability.** The principal and the surety agree that their liability hereunder shall not be impaired or affected by (1) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is based; or (2) any forbearance or delay in declaring this bond to be forfeit or in enforcing payment on this bond.

5. **Waiver for Surety Right to Cover.** The surety hereby waives any right to cover or perform the obligations of the principal upon the principal's default; provided, however, that the Department may authorize, in writing, the surety to perform such defaulted obligations if the Department determines that it is in the Department's interest to do so.

6. **Additional Bond.** The Department reserves the right to require additional bonding from the principal, as provided by the Law, which shall be a supplement to and augment the bond liability provided herein.

7. **Remedies.** Nothing herein shall limit or preclude the Department from seeking any remedy, in addition to the forfeiture of this bond, which may be authorized or provided by law.

8. **Additional Bond/Replacement Bond/Transfer of Permit/Pre-Existing Mining Liability** (check one or more, if applicable):

(a) **Additional Bond.** This bond is submitted pursuant to Mining Permit No. \_\_\_\_\_, originally issued on \_\_\_\_\_.

This bond assumes and covers any and all liability and obligations accrued and to be accrued under the Law from the above permit issuance date until such time as the Department shall release, in writing, this bond of such liability and obligations. This bond is an additional bond, supplementing all other bonding posted or to be posted for the Permit.

(b) **Replacement Bond.** This bond is submitted pursuant to Mining Permit No. \_\_\_\_\_, originally issued on \_\_\_\_\_.

This bond assumes and covers any and all liability and obligations accrued and to be accrued under the Law from the above permit issuance date until such time as the Department shall release, in writing, this bond of such liability and obligations. This bond replaces the following existing bonds:

Date of Bond	Type of Bond (Surety/ Collateral)	Name of Surety/Bank/ Govt. Issuer	Type of Collateral	Surety Bond No./ Collateral ID No.	Dollar Amount
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In consideration of the pledge and deposit of this bond, the Department will release the above-listed existing bonds of all liability under the Law.

(c) **Transfer of Permit.** This bond is submitted pursuant to Mining Permit No. \_\_\_\_\_, to replace the following existing bonds pledged and deposited with the Department by \_\_\_\_\_

\_\_\_\_\_ (name of former operator) pursuant to Mining Permit No. \_\_\_\_\_ issued on \_\_\_\_\_: (former operator Mining Permit No.) (date of issuance of former operator Mining Permit)

Date of Bond	Type of Bond (Surety/ Collateral)	Name of Surety/Bank/ Govt. Issuer	Type of Collateral	Surety Bond No./ Collateral ID No.	Dollar Amount
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This bond assumes and covers any and all liability and obligations accrued on the former operator's mining permit and to be accrued on the Operator's Mining Permit under the Law from the date of issuance of the former operator's permit until such time as the Department shall release, in writing, this bond of such liability and obligations. In consideration of the pledge and deposit of this bond, the Department will release the above listed existing bonds of all liability under the law.

- (d) Pre-Existing Mining Liability. This bond assumes and covers any and all liability and obligations under the Law which accrued on the site prior to the issuance of Mining Permit No. \_\_\_\_\_, at any time, for any reason, and created by anyone, as well as any and all liability and obligations under the Law to be accrued from the date of issuance of the Permit until such time as the Department shall release, in writing, such liability and obligations.

9. **Attachments** (check one or more, if applicable):

- (a) Surety Power of Attorney
- (b) Bond Amendment - Change in Permit Acreage
- (c) Other: \_\_\_\_\_

10. **Headings.** The paragraph headings herein are for descriptive purposes only and are intended to have no legal force or effect.

IN WITNESS WHEREOF, the Principal and surety have hereunto set their hands and seals, intending to be legally bound hereby, as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OPERATOR:

\_\_\_\_\_  
(Print Operator Name)

ATTEST OR WITNESS:

By: \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Signature and Title)

\_\_\_\_\_

SURETY:

\_\_\_\_\_  
(Print Surety Name)

ATTEST OR WITNESS:

By: \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Signature and Title)

\_\_\_\_\_

Approved as to legality and form:

PRE-APPROVED OAG 3/22/99  
Office of Attorney General

Chief/Assistant Counsel  
Department of Environmental Protection

Approved for the Department:

Bureau of Mining and Reclamation