DEP Form 62-761.900(3) Part M
Form Title: Financial Mechanisms for Storage Tanks
Part M: ST Local Gov. Guarantee w/o SBT by a State
Form Effective Date October 2019
Incorporated in Rules 62-761.420 and 62-762.421, F.A.C.

STATE OF FLORIDA STORAGE TANK LOCAL GOVERNMENT GUARANTEE WITHOUT STANDBY TRUST MADE BY A STATE

Reference: 40 CFR 280.106(e)

Guarantee made this	[Date]	by [Name of	, herein referred to as guarantor,
to the Florida Departi		•	y and all third parties, and obliges, on behalf of
	me of local government owner	or operatori	, herein referred to as the "owner or operator".
[IVO	ime or local government owner o	л орегатог	
Recitals			
(1) Guarantor is a sta	ate.		
(2) The owner or ope	rator owns or operates th	e following storage tank(s) covered by this guarantee:
[List information for e	ach facility. See Instruction #6 c	on page i for details. Indicate "Se	e attachment" if required.]
FDEP FacID (for sites in Florida)	<u>Faci</u>	lity Name and Site Addre (for all sites covered)	Number of Tanks or Tank I.D. Nos.
This guarantee satisf	ies 40 CFR Part 280, Sub	ppart H requirements for a	ssuring funding for
[Insert "takin	g corrective action" and/or "cor	npensating third parties for bodil	y injury and property damage caused by"]
	ital discharges" or "sudden accir	ar dental discharges" or "nonsudder	ising from operating the above identified storage
accidental disch	arges" or leave blank if only cor		'
tank(s) in the amount			
Per Occurrence: \$		Annual Aggre	egate: <u>\$</u>
(3) Guarantor guaran	tees to the FDEP and to	any and all third parties ar	nd obliges that:

In the event that owner or operator fails to provide alternate coverage within 60 days after receipt of a notice of cancellation of this guarantee and the FDEP Secretary or the Secretary's designee ("designee") has determined or suspects that a discharge has occurred at an storage tank covered by this guarantee, the guarantor, upon written instructions from the FDEP Secretary or designee, shall make funds available to pay for corrective actions and compensate third parties for bodily injury and property damage in an amount not to exceed the coverage limits specified above.

In the event that the FDEP Secretary or designee determines that the owner or operator has failed to perform corrective action (if covered) for discharges arising out of the operation of the above-identified tank(s) in accordance with 40 CFR Part 280, Subpart F, the guarantor, upon written instructions from the FDEP Secretary or designee, shall make funds available to pay for corrective actions in an amount not to exceed the coverage limits specified above.

If the owner or operator fails to satisfy a judgment or award based on a determination of liability for bodily injury or

property damage to third parties caused by	
	Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental
	discharges" or leave blank if only corrective action is covered and this paragraph is not applicable

arising from the operation of the above identified tank(s), or fails to pay an amount agreed to in settlement of a claim arising from or alleged to arise from such injury or damage, the guarantor, upon written instructions from the FDEP Secretary or designee, shall make funds available to compensate third parties for bodily injury and property damage in an amount not to exceed the coverage limits specified above.

- (4) Guarantor agrees to notify the owner or operator by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code naming guarantor as debtor, within 10 days after commencement of the proceeding.
- (5) Guarantor agrees to remain bound under this guarantee notwithstanding any modification or alteration of any obligation of the owner or operator pursuant to 40 CFR Part 280.
- (6) Guarantor agrees to remain bound under this guarantee for so long as the owner or operator must comply with the applicable financial responsibility requirements of 40 CFR Part 280, Subpart H for the above identified tank(s), except that guarantor may cancel this agreement by sending notice by certified mail to the owner or operator such cancellation to become effective no earlier than 120 days after receipt of such notice by the owner or operator as evidenced by the return receipt.
- (7) The guarantor's obligation does not apply to any of the following:
 - (a) Any obligations of the owner or operator under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
 - (b) Bodily injury to an employee of the owner or operator arising from, and in the course of, employment by the owner or operator;
 - (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft:
 - (d) Property damage to any property owned, rented, loaned to, in the care of, custody, or control of, or occupied by the owner or operator that is not the direct result of a discharge from a storage tank;
 - (e) Bodily damage or property damage for which the owner or operator is obligated to pay damages by reason of the assumption of liability in a contract or agreement other than a contract or agreement entered into to meet the requirements of 40 CFR 280.93 and/or paragraph 62-762.421(3)(c), F.A.C.
- (8) Guarantor expressly waives notice of acceptance of this guarantee by the FDEP by any or all third parties, or by the owner or operator.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C.

[Name of Guarantor]		
[Signature of Authorized Representative of Guarantor]	[Telephone Number]	
[Name and Title]	[Email Address]	
[Address]		
[Signature of Witness or Notary]	[Date of Witness or Notary]	
[Printed name of Witness or include Notary Seal]		