

**STATE OF FLORIDA
HAZARDOUS WASTE FACILITY CORPORATE GUARANTEE
TO DEMONSTRATE FINANCIAL ASSURANCE
FOR**

Closure Post-Closure Corrective Action
[Check Appropriate Box(es)]

The term "Required Action," as used in this document means closure, post-closure care, or corrective action, or any combination of these, which is checked above.

Guarantee made this _____ by _____
Date Name of Guaranteeing Entity

a business corporation organized under the laws of the state of _____, herein referred
Name of state

to as guarantor, to the Florida Department of Environmental Protection (FDEP), obligee, on behalf of our
subsidiary _____ of
Owner or Operator

Business Address

Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in 40 CFR 264.143(f), 264.145(f), 265.143(e), and 265.145(e), as adopted by reference in Section 62-730.180, Florida Administrative Code (F.A.C.).
2. _____ owns or operates the
Owner or Operator
following hazardous waste management facility(ies) covered by this guarantee:

Indicate "Required Action" Amounts Separately

<u>EPA/DEP I.D. No.</u>	<u>Name</u>	<u>Address</u>
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3. "Closure plans," "post-closure plans," and "corrective action plans" as used below refer to the plans maintained as required by Subparts G and F of 40 CFR Parts 264 and 265, as adopted by reference in Section 62-730.180, F.A.C., for the "Required Action" of facilities as identified above.
4. For value received from _____ guarantor
Owner or Operator
guarantees to the FDEP that in the event that _____ fails to
Owner or Operator
perform _____ of the above facility(ies)
Insert the "Required Action"
in accordance with the "Required Action" plans and other permit requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in Subpart H of 40 CFR Parts 264 or 265, as adopted by reference in Section 62-730.180, F.A.C., as applicable, in the name of _____ in the amount of the current "Required Action"
Owner or Operator
cost estimates as specified in Subpart H of 40 CFR Parts 264 and 265, as adopted by reference in Section 62-730.180, F.A.C.

5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the FDEP Secretary and to _____ that guarantor
Owner or Operator
 intends to provide alternate financial assurance as specified in Subpart H of 40 CFR Parts 264 or 265, as adopted by reference in Section 62-730.180, F.A.C., as applicable, in the name of
 _____. Within 120 days after the end of such fiscal year, the
Owner or Operator
 guarantor shall establish such financial assurance unless _____
Owner or Operator
 has done so.
6. The guarantor agrees to notify the FDEP Secretary 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.
7. Guarantor agrees that within 30 days after being notified by the FDEP Secretary of a determination that guarantor no longer meets the financial test criteria or is disallowed from continuing as a guarantor of the "Required Action," guarantor shall establish alternate financial assurance as specified in Subpart H of 40 CFR Parts 264 or 265, as adopted by reference in Section 62-730.180, F.A.C., as applicable, in the name of _____ unless
Owner or Operator
 _____ has done so.
Owner or Operator
8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the "Required Action" plan, amendment or modification of the permit, the extension or reduction of the time of performance of the "Required Action," or any other modification or alteration of an obligation of the owner or operator pursuant to 40 CFR Parts 264 or 265, as adopted by reference in Section 62-730.180, F.A.C.
9. Guarantor agrees to remain bound under this guarantee for so long as _____
Owner or Operator
 must comply with the applicable financial assurance requirements of Subpart H of 40 CFR Parts 264 and 265, as adopted by reference in Section 62-730.180, F.A.C., for the above-listed facilities, except that guarantor may cancel this guarantee by sending notice by certified mail to the FDEP Secretary and to _____, such cancellation to become effective no
Owner or Operator
 earlier than 120 days after receipt of such notice by both FDEP and _____
Owner or Operator
 as evidenced by the return receipts.
10. Guarantor agrees that if _____ fails to provide alternate financial
Owner or Operator
 assurance as specified in Subpart H of 40 CFR Parts 264 or 265, as adopted by reference in Section 62-730.180, F.A.C., as applicable, and obtain written approval of such assurance from the FDEP Secretary within 90 days after a notice of cancellation by the guarantor is received by the FDEP Secretary from guarantor, guarantor shall provide such alternate financial assurance in the name of
 _____.
Owner or Operator
11. Guarantor expressly waives notice of acceptance of this guarantee by the FDEP or by
 _____. Guarantor also expressly waives notice of amendments or
Owner or Operator
 modifications of the "Required Action" plan and of amendments or modifications of the facility permit(s).

I hereby certify that the wording of this guarantee is substantially identical to the wording specified in 40 CFR 264.151(h), as adopted by reference in Section 62-730.180, F.A.C., as such regulations were constituted on the date first above written.

Effective date: _____

Name of Guarantor

Authorized Signature for Guarantor

Name of Person Signing

Title of Person Signing

Signature of Witness or Notary