



## STATE OF FLORIDA FINANCIAL MECHANISMS FOR STORAGE TANKS (Parts A – P)

<b>Part</b>	<b>Title [federal code reference]</b>	<b>Page</b>
–	Instructions	<i>i</i>
–	Terms, References and Requirements pertaining to Form 62-761.900(3)	<i>ii</i>
A	Financial Test (Self Insurance) [40 CFR Part 280.95(d)] *	1
B	Guarantee [40 CFR Part 280.96(c)] †	5
C	Insurance Endorsement [40 CFR Part 280.97(b)(1)] *	8
D	Certificate of Insurance [40 CFR Part 280.97(b)(2)] *	10
E	Performance Bond [40 CFR Part 280.98(b)] *†	12
F	Irrevocable Standby Letter of Credit [40 CFR Part 280.99(b)] †	15
G	Trust Fund Agreement [40 CFR Part 280.102] *	17
H	Standby Trust Fund Agreement [40 CFR Part 280.103(b)] *†	22
I	Local Government Bond Rating Test [40 CFR Part 280.104(d)] *	27
J	Local Gov. Financial Test [40 CFR 280.105(c)]	29
K	Local Gov. Guarantee with Standby Trust by a State [40 CFR Part 280.106(d)] †	32
L	Local Gov. Guarantee with Standby Trust [40 CFR Part 280.106(d)] †	34
M	Local Gov. Guarantee without Standby Trust by a State [40 CFR Part 280.106(e)]	36
N	Local Gov. Guarantee without Standby Trust [40 CFR Part 280.106(e)] †	38
O	Local Government Fund [40 CFR Part 280.107(d)] *	40
P	Certification of Financial Responsibility [40 CFR Part 280.111(b)] ‡	42

\* Requires supporting documentation to be maintained. See [References and Requirements](#).

† Requires other parts of Form 62-761.900(3) to be maintained. See [References and Requirements](#).

‡ The Certification is always required.

Note on federal code references: “40 CFR” means “Title 40 Code of Federal Regulation”

## Instructions

1. Select the appropriate part(s) of this form to demonstrate proof of financial responsibility.
  - a. Parts A - H may be used by private and governmental agencies.
  - b. Parts I - O may only be used by governmental agencies.
  - c. Financial responsibility must cover both “corrective action” and “compensating third parties ... caused by accidental discharges”, but coverage may be divided between multiple mechanisms.
2. Each part of this form is available as an individual fillable and interactive Adobe PDF on the Petroleum Storage Tank Financial Assurance website: <https://floridadep.gov/waste/permitting-compliance-assistance/content/storage-tank-financial-assurance-forms>.
3. Guidance for completing the mechanisms can be found on the website.
  - a. Companies completing a financial mechanism should use their complete legal name, and not use abbreviations (unless part of the legal name), trademarks or fictitious names.
  - b. When directions in brackets offer a choice like [Insert “Option A” and/or “Option B”], insert either “Option A” or “Option B” or “Option A and Option B”. Do not insert “Option A and/or Option B”.
4. The “Certification of Financial Responsibility” (Part P – often referred to as “the C.F.R.” [note: when CFR means the federal code, it always includes the title number, as in “40 CFR”]) must be completed by the owner or operator who obtains or demonstrates financial responsibility.
  - a. The primary mechanism will be the insurance certificate/endorsement, bond, letter of credit, guarantee, funded trust, or financial test or fund without a guarantee. (If there is more than one primary mechanism, there will be more than one C.F.R.)
  - b. The C.F.R. (Part P) along with the chosen financial mechanism(s) and supporting documentation shall be maintained by the owner or operator, and made available for inspection by the Department or County. A copy of financial instruments and supporting documentation that are kept off-site shall be made available for inspection upon five business days notice.
  - c. A list of facilities does not need to be attached to the C.F.R. as the financial mechanism(s) accompanying Part P will include the list of facilities.
5. Some mechanisms require additional mechanisms to be completed and some mechanisms require supporting documentation. Specifically:
  - a. Part B users must also have Part A and an established Part H;
  - b. Parts E, F and K users must also have an established Part H;
  - c. Part L users must also have Part I, J or O and an established Part H;
  - d. Part N users must also have Parts I, J or O; and
  - e. Parts A, C, D, E, G, H, I and O do or may require supporting documentation to be kept with the financial assurance mechanism. Please see the “References and Requirements” table of this form for most details. Some requirements are specified in the instrument and others are identified in [40 CFR 280.111](#).
6. Detailed facility list directions: List for each facility assured by this instrument: facility name, site address, number of tanks, and the Florida Department of Environmental Protection (FDEP) identification number (FacID) for facilities in Florida. When separate mechanisms are used to assure any of the tanks at a facility, list the tank identification number provided in the notification submitted pursuant to 40 CFR 280.22 or the corresponding State requirements instead of identifying the number of tanks. If coverage is different for different tanks or locations, indicate the type of coverage applicable to each tank or location.

## Terms, References and Requirements pertaining to Form 62-761.900(3)

### Terms included on mechanisms that apply to individuals, companies and government entities

Term	General Meaning	Form Part(s)
<b>Firm</b>	owner, operator or guarantor	A, I, J, O
<b>Grantor</b>	owner or operator	G, H
<b>Guarantor</b>	guaranteeing entity	A, B, I, J, K, L, M, N, O
<b>Insured</b>	owner or operator	C, D
<b>Insurer</b>	insurance company or risk retention group issuing the policy	C, D
<b>Issuing Institution</b>	bank issuing the credit	F
<b>Owner or Operator</b>	per definitions in 376.301(19), (27) and (28), Florida Statutes (F.S.) and <u>40 CFR 280.92</u>	all form parts
<b>Principal</b>	owner or operator	E
<b>Surety(ies)</b>	Circular 570-listed company(ies) issuing the bond	E
<b>Trustee</b>	bank or trust company entering into the trust agreement	G, H

### References and Requirements

Form Part	Type of Financial Responsibility	Section reference in <u>40 CFR 280.—</u>	Other parts of Form 62-761.900(3) required [when using Form Part identified in 1st column]	Other Documents needed [Paragraph reference in <u>40 CFR 280.111(b)(—)</u> included.]
<b>A</b>	FT: Self Insurance – Letter From Chief Financial Officer	<u>95</u>	P (C.F.R.)	+/- special report by ICPA
<b>B</b>	Guarantee	<u>96</u>	A (FT), H (SBTF) and P	
<b>C, D</b>	Insurance: C: endorsement or D: certificate	<u>97</u>	P	(7): signed policy w/ all amendments and endorsements
<b>E</b>	Surety Bond	<u>98</u>	H (SBTF) and P	Power of Attorney
<b>F</b>	Letter of Credit	<u>99</u>	H (SBTF) and P	
<b>G</b>	Funded Trust	<u>102</u>	P	Certification of acknowledgement, Schedules A and B
<b>H</b>	Standby Trust Fund (SBTF)	<u>103</u>	B (Guarantee), E (Bond), F (LC), or K or L (Gov. Guarantee) and P	Certification of acknowledgement, Schedules A and B
<b>I</b>	FT: Local Governments – Bond Rating Test	<u>104</u>	P	(5): bond rating published by S&P or Moody's
<b>J</b>	FT: Local Governments – Financial Test	<u>105</u>	P	
<b>K, M</b>	Guarantee: by a State – (K: w/ SBTF, M: w/o SBTF)	<u>106</u>	+/- H (SBTF) and P	
<b>L, N</b>	Guarantee: Local Gov. – (L: w/ SBTF, N: w/o SBTF)	<u>106</u>	I, J or O (FT/Fund) and +/- H (SBTF) and P	
<b>O</b>	Local Governments – Fund	<u>107</u>	P	(9): 2 or 3 items approximating: ordinance, CAFR, and +/- bonding authority
<b>P</b>	Certification of Financial Responsibility (C.F.R.)	<u>111</u>	one or more of A-O	

#### Abbreviations:

CAFR = Comprehensive Annual Financial Report  
 FT = Financial Test  
 ICPA = Independent Certified Public Accountant

LC = Letter of Credit  
 SBTF = Standby Trust Fund  
 S&P = Standard & Poor's

w/ = with  
 w/o = without  
 +/- = may be required

## STATE OF FLORIDA STORAGE TANK FINANCIAL TEST (SELF INSURANCE) (Letter from Chief Financial Officer)

Reference: 40 CFR 280.95(d)

I am the chief financial officer of \_\_\_\_\_, herein  
 [Name of firm: the owner or operator, or guarantor]

referred to as the "firm", \_\_\_\_\_.  
 [Address of the firm]

This letter is in support of the use of the \_\_\_\_\_ to demonstrate financial  
 [Insert "financial test of self insurance" and/or "guarantee"]

responsibility for \_\_\_\_\_  
 [Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ in the amount of at least:

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

**Per Occurrence:** \$ \_\_\_\_\_ **Annual Aggregate:** \$ \_\_\_\_\_

arising from operating (a) storage tank(s) [underground storage tanks (UST) and/or aboveground storage tanks (AST)].

Storage tanks at the following facilities are assured by this financial test or a financial test under an authorized State program by this firm:

[List information for each facility. See Instruction #6 on page *i* for details. Indicate "See attachment" if required.]

FDEP FacID (for sites in Florida)	Facility Name and Site Address (for all sites covered)	Number of Tanks or Tank I.D. Nos.

A \_\_\_\_\_ is also used by this firm to demonstrate evidence of financial responsibility in the  
 [Insert "financial test" and/or "guarantee" or leave blank if EPA Regulations section does not apply]  
 following amounts under other EPA regulations or state programs authorized by EPA under 40 CFR Parts 271 and 145:

<b>EPA Regulations</b>	<b>Amount</b>
Closure (§§ 264.143 and 265.143)	\$ _____
Post-Closure Care (§§ 264.145 and 265.145)	\$ _____
Liability Coverage (§§ 264.147 and 265.147)	\$ _____
Corrective Action (§ 264.101(b))	\$ _____
Plugging and Abandonment (§ 144.63)	\$ _____
Closure	\$ _____
Post-Closure Care	\$ _____
Liability Coverage	\$ _____
Corrective Action	\$ _____
Plugging and Abandonment	\$ _____
<b>Total</b>	\$ _____

This firm has not received an adverse opinion, a disclaimer of opinion or a "going concern" qualification from an independent auditor on its financial statements for the latest completed fiscal year ended \_\_\_\_\_  
 [Date]

The figures for the following items marked with an asterisk (\*) are derived from these audited financial statements and footnotes.

[Fill in the information for Alternative I if the criteria of paragraph (b) of § 280.95 (as adopted) are being used to demonstrate compliance with the financial test requirements. Fill in the information for Alternative II if the criteria of paragraph (c) of § 280.95 (as adopted) are being used to demonstrate compliance with the financial test requirements.]

**Alternative I**

- 1. Amount of annual UST and AST aggregate coverage being assured by a financial test, and/or guarantee [from Page 1] \$ \_\_\_\_\_
- 2. Amount of corrective action, closure and post-closure care costs, liability coverage, and plugging and abandonment costs covered by a financial test, and/or guarantee [from EPA Regulations section] \$ \_\_\_\_\_
- 3. Sum of lines 1 and 2 \$ \_\_\_\_\_
- \* 4. Total tangible assets \$ \_\_\_\_\_
- \* 5. Total liabilities \$ \_\_\_\_\_  
 [If any of the amount reported on line 3 is included in total liabilities, you may deduct that amount from this line and add that amount to line 6]
- 6. Tangible net worth [subtract line 5 from line 4] \$ \_\_\_\_\_

**Yes          No**

- 7. Is line 6 at least \$10 million? \_\_\_\_\_
- 8. Is line 6 at least 10 times line 3? \_\_\_\_\_
- 9. Have financial statements for the latest fiscal year been filed with the Securities and Exchange Commission (SEC)? \_\_\_\_\_

**Yes**      **No**

10. Have financial statements for the latest fiscal year been filed with the Energy Information Administration? \_\_\_\_\_

11. Have financial statements for the latest fiscal year been filed with the Rural Utilities Service? \_\_\_\_\_

12. Has financial information been provided to Dun and Bradstreet, and has Dun and Bradstreet provided a financial strength rating of 4A or 5A? [Answer "Yes" only if both criteria have been met] \_\_\_\_\_

**Alternative II**

1. Amount of annual UST and AST aggregate coverage being assured by a financial test and/or guarantee [from Page 1] \$ \_\_\_\_\_

2. Amount of corrective action, closure and post-closure care costs, liability coverage, and plugging and abandonment costs covered by a financial test and/or guarantee [from EPA Regulations section] \$ \_\_\_\_\_

3. Sum of lines 1 and 2 \$ \_\_\_\_\_

\* 4. Total tangible assets \$ \_\_\_\_\_

\* 5. Total liabilities  
[If any of the amount reported on line 3 is included in total liabilities, you may deduct that amount from this line and add that amount to line 6] \$ \_\_\_\_\_

6. Tangible net worth [subtract line 5 from line 4] \$ \_\_\_\_\_

\* 7. Total assets in the U.S.  
[Required only if less than 90 percent of assets are located in the U.S.] \$ \_\_\_\_\_

**Yes**      **No**

8. Is line 6 at least \$10 million? \_\_\_\_\_

9. Is line 6 at least 6 times line 3? \_\_\_\_\_

10. Are at least 90 percent of assets located in the U.S.?  
[If "No", complete line 11.] \_\_\_\_\_

11. Is line 7 at least 6 times line 3? \_\_\_\_\_

[Fill in either lines 12-15 or lines 16-18:]

\* 12. Current assets \$ \_\_\_\_\_

\* 13. Current liabilities \$ \_\_\_\_\_

14. Net working capital [subtract line 13 from line 12] \$ \_\_\_\_\_

**Yes**      **No**

15. Is line 14 at least 6 times line 3? \_\_\_\_\_

16. Current bond rating of most recent bond issue \_\_\_\_\_

17. Name of rating service \_\_\_\_\_

18. Date of maturity of bond \_\_\_\_\_

Yes No

19. Have financial statements for the latest fiscal year been filed with the SEC, the Energy Information Administration, or the Rural Utilities Service?

[If "No", attach a report from an independent certified public accountant certifying that there are no material differences between the data as reported in lines 4-18 above and the financial statements for the latest fiscal year.]

[For both Alternative I and Alternative II complete the certification with this statement.]

**Certification**

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.

\_\_\_\_\_  
[Signature of Chief Financial Officer]

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Owner or Operator Storage Tanks Program Contact]

\_\_\_\_\_  
[Owner or Operator Contact Phone Number]

\_\_\_\_\_  
[Owner or Operator Contact Email Address]





This guarantee satisfies 40 CFR Part 280, Subpart H requirements for assuring funding for

\_\_\_\_\_ [Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ arising from operating the above identified storage

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

tank(s) in the amount of:

**Per Occurrence:** \$ \_\_\_\_\_

**Annual Aggregate:** \$ \_\_\_\_\_

(3) \_\_\_\_\_ guarantor guarantees to the FDEP and to any and all

[Insert appropriate phrase from the following:

"On behalf of our subsidiary, the owner or operator" (if guarantor is corporate parent of the owner or operator); or

"On behalf of our affiliate, the owner or operator" (if guarantor is a related firm of the owner or operator); or

"Incident to our business relationship with the owner or operator" (if guarantor is providing the guarantee as an incident to a substantial business relationship with owner or operator)]

third parties that:

In the event that the 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 a storage tank covered by this guarantee, the guarantor, upon instructions from the FDEP Secretary or designee shall fund a standby trust fund in accordance with the provisions of 40 CFR 280.112, 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 failed to perform corrective action (if covered) for discharges arising out of the operation of the above identified tank(s) in accordance with the requirements of 40 CFR Part 280 Subpart F, the guarantor, upon written instructions from the FDEP Secretary or designee shall fund a standby trust in accordance with the provisions of 40 CFR 280.112, 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 fund a standby trust in accordance with the provisions of 40 CFR 280.112 to satisfy such judgment(s), award(s), or settlement agreement(s) up to the limits of coverage specified above.

(4) Guarantor agrees that if, at the end of any fiscal year before cancellation of this guarantee, the guarantor fails to meet the financial test criteria of 40 CFR 280.95 (b) or (c) and (d), guarantor shall send within 120 days of such failure, by certified mail, notice to the owner or operator. The guarantee will terminate 120 days from the date of receipt of the notice by the owner or operator as evidenced by the return receipt.

(5) 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.

(6) 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.

(7) 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 guarantee 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.

- (8) The guarantor's obligation does not apply to any of the following:
- (a) Any obligation 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, 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 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.
- (9) 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]

---

[Authorized Signature for Guarantor]

---

[Name and Title]

---

[Phone Number]

---

[Email Address]

---

[Signature of Witness or Notary]

---

[Printed Name of Witness or include Notary Seal]

---

[Date of Witness or Notary]

# STATE OF FLORIDA STORAGE TANK INSURANCE ENDORSEMENT

Reference: 40 CFR 280.97(b)(1)

**Insurance Company or Risk Retention Group:**

\_\_\_\_\_, herein referred to as "Insurer",  
[Name of insurance company or risk retention group]

\_\_\_\_\_  
[Business address of Insurer]

Insurer is a(n) \_\_\_\_\_.  
[Insert "insurance company" or "risk retention group"]

**Insured:**

\_\_\_\_\_  
[Name of owner or operator]

\_\_\_\_\_  
[Business address of owner or operator]

**Policy Number:** \_\_\_\_\_ **Endorsement Number:** \_\_\_\_\_  
[If applicable]

**Period of Coverage:** \_\_\_\_\_ **Policy Effective Date:** \_\_\_\_\_  
[Current policy period]

**Covered Locations:**

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

FDEP FacID (for sites in Florida)	Facility Name and Site Address (for all sites covered)	Number of Tanks or Tank I.D. Nos.

**Endorsement:**

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for \_\_\_\_\_  
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ in accordance with and subject to the limits of  
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are:

**Each Occurrence:** \$ \_\_\_\_\_

**Annual Aggregate:** \$ \_\_\_\_\_

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions inconsistent with subsections (a) through (f) of this Paragraph 2 are hereby amended to conform with subsections (a) through (f):

- (a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this endorsement is attached.
- (b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.
- (c) Whenever requested by the Florida Department of Environmental Protection (FDEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the FDEP Secretary or designee, a signed duplicate original of the policy and all endorsements.
- (d) Cancellation or any other termination of the insurance by Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- (e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.  
 \_\_\_\_\_ [Check here if the following paragraph, for claims-made policies, applies.]
- (f) The insurance covers claims otherwise covered by the policy that are reported to Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

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., and that Insurer is

\_\_\_\_\_  
[Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]

\_\_\_\_\_  
[Signature of Authorized Representative of Insurer]

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[Email Address]

\_\_\_\_\_  
[Signature of Witness or Notary]

\_\_\_\_\_  
[Printed Name of Witness or include Notary Seal]

Authority to amend policy, pursuant to paragraph 1., is substantiated by [Select at least one]:

- \_\_\_\_\_ embossed seal of Insurer
- \_\_\_\_\_ electronic seal of Insurer
- \_\_\_\_\_ signature is of Insurer's President
- \_\_\_\_\_ signature matches signature on policy
- \_\_\_\_\_ accompanying letter from Insurer's President verifies signatory has authority to amend policies

\_\_\_\_\_  
[Date of Witness or Notary]

# STATE OF FLORIDA STORAGE TANK CERTIFICATE OF INSURANCE

Reference: 40 CFR 280.97(b)(2)

**Insurance Company or Risk Retention Group:**

\_\_\_\_\_, (herein referred to as "Insurer"),  
[Name of insurance company or risk retention group]

\_\_\_\_\_  
[Business address of Insurer]

Insurer is a(n) \_\_\_\_\_.  
[Enter "insurance company" or "risk retention group"]

**Insured:**

\_\_\_\_\_  
[Name of owner or operator]

\_\_\_\_\_  
[Business address of owner or operator]

**Policy Number:** \_\_\_\_\_

**Endorsement Number:** \_\_\_\_\_  
[If applicable]

**Period of Coverage:** \_\_\_\_\_  
[Current policy period]

**Policy Effective Date:** \_\_\_\_\_

**Covered Locations:**

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

<b>FDEP FacID</b> (for sites in Florida)	<b>Facility Name and Site Address</b> (for all sites covered)	<b>Number of Tanks or Tank I.D. Nos.</b>

**Certification:**

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for \_\_\_\_\_

[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ in accordance with and subject to the limits of

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are:

**Each Occurrence:** \$ \_\_\_\_\_

**Annual Aggregate:** \$ \_\_\_\_\_

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

2. Insurer further certifies the following with respect to this policy:

- (a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this certificate applies.
- (b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.
- (c) Whenever requested by the Florida Department of Environmental Protection (FDEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the FDEP Secretary or designee, a signed duplicate original of the policy and all endorsements.
- (d) Cancellation or any other termination of the insurance by Insurer except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- (e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.

\_\_\_\_\_ [Check here if the following paragraph, for claims-made policies, applies.]

- (f) The insurance covers claims otherwise covered by the policy that are reported to Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

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., and that Insurer is

\_\_\_\_\_ [Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]

\_\_\_\_\_  
[Signature of Authorized Representative of Insurer]

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[Email Address]

\_\_\_\_\_  
[Signature of Witness or Notary]

\_\_\_\_\_  
[Printed Name of Witness or include Notary Seal]

Authority to amend policy, pursuant to paragraph 1., is substantiated by [Select at least one]:

- \_\_\_\_\_ embossed seal of Insurer
- \_\_\_\_\_ electronic seal of Insurer
- \_\_\_\_\_ signature is of Insurer's President
- \_\_\_\_\_ signature matches signature on policy
- \_\_\_\_\_ accompanying letter from Insurer's President verifies signatory has authority to amend policies

\_\_\_\_\_  
[Date of Witness or Notary]

## STATE OF FLORIDA STORAGE TANK PERFORMANCE BOND

Reference: 40 CFR 280.98(b)

Date bond executed: \_\_\_\_\_

Period of coverage: \_\_\_\_\_

Principal: \_\_\_\_\_ herein referred to as "owner or operator",  
[Legal name of owner or operator]

\_\_\_\_\_  
[Address of owner or operator]

Type of organization: \_\_\_\_\_  
[Legal Entity Type (e.g., sole proprietor, joint venture, partnership, corporation, limited liability company)]

State of incorporation (if applicable): \_\_\_\_\_

Surety(ies): \_\_\_\_\_  
[Name(s) and business address(es)]

**Scope of Coverage:**

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

<b>FDEP FacID</b> <small>(for sites in Florida)</small>	<b>Facility Name and Site Address</b> <small>(for all sites covered)</small>	<b>Number of Tanks or Tank I.D. Nos.</b>

**Penal sums of bond:**

**Per Occurrence:** \$ \_\_\_\_\_ **Annual Aggregate:** \$ \_\_\_\_\_

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

**Surety's bond number:** \_\_\_\_\_ **Bond premium:** \$ \_\_\_\_\_

Know All Persons by These Presents, that we, the Principal and Surety(ies), hereto are firmly bound to the Florida Department of Environmental Protection (FDEP), in the above penal sums for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sums jointly and severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sums only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sums.

Whereas, said Principal is required, pursuant to the requirements of Rule(s) 62-761.420 and/or 62-762.421, F.A.C., to provide financial assurance for \_\_\_\_\_  
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ arising from operating the storage tanks identified  
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]  
above, and

Whereas, said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, therefore, the conditions of the obligation are such that if the Principal shall faithfully

[Check either or both, to match coverage identified above.]

<input type="checkbox"/> take corrective action, in accordance with 40 CFR Part 280, Subpart F and instructions by the FDEP Secretary or the Secretary's designee ("designee"), for (and)
<input type="checkbox"/> compensate injured third parties for bodily injury and property damage caused by _____ [Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if not checked]

arising from operating the tank(s) identified above, or if the Principal shall provide alternate financial assurance, as specified in 40 CFR Part 280, Subpart H, within 120 days after the date the notice of cancellation is received by the Principal from the Surety(ies), then this obligation shall be null and void; otherwise it is to remain in full force and effect. Such obligation does not apply to any of the following:

- (a) Any obligation 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, 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 injury 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.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the FDEP Secretary or designee that the Principal has failed to

[Check either or both, to match coverage identified above.]

<input type="checkbox"/> take corrective action, in accordance with 40 CFR Part 280, Subpart F and instructions by the FDEP Secretary or the Secretary's designee ("designee"), (and)
<input type="checkbox"/> compensate injured third parties for bodily injury and property damage

as guaranteed by this bond, the Surety(ies) shall perform

[Check either or both, to match coverage identified above.]

<input type="checkbox"/> corrective action, in accordance with 40 CFR Part 280, Subpart F and instructions by the FDEP Secretary or the Secretary's designee ("designee"), (and)
<input type="checkbox"/> third party liability compensation

or place funds in an amount up to the annual aggregate penal sum into the standby trust fund as directed by the FDEP Secretary or designee under 40 CFR 280.112.

Upon notification by the FDEP Secretary or designee that the Principal has failed to provide alternate financial assurance within 60 days after the date the notice of cancellation is received by the Principal from the Surety(ies) and that the FDEP Secretary or designee has determined or suspects that a discharge has occurred, the Surety(ies) shall place funds in an amount not exceeding the annual aggregate penal sum into the standby trust fund as directed by the FDEP Secretary or designee under 40 CFR 280.112.



The Surety(ies) hereby waive(s) notification of amendments to applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the annual aggregate to the penal sum shown on the face of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said annual aggregate penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by the Principal, as evidenced by the return receipt.

The Principal may terminate this bond by sending written notice to the Surety(ies.)

In Witness Whereof, the Principal and Surety(ies) have executed this Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond 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.

**PRINCIPAL**

\_\_\_\_\_  
[Signature of Authorized Representative of Principal]

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[Email Address]

**CORPORATE SURETY(IES)**

Provide the following for each surety (co-surety). Attach pages as needed.

\_\_\_\_\_  
[Surety Company]

N/A

\_\_\_\_\_  
[Liability Limit (for co-sureties only)]

\_\_\_\_\_  
[Signature of Authorized Representative of Surety]  
(Attach Power of Attorney)

(SEAL)

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Address of Authorized Representative]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[Email Address]

(See attached Power of Attorney.)

# STATE OF FLORIDA STORAGE TANK IRREVOCABLE STANDBY LETTER OF CREDIT

Reference: 40 CFR 280.99(b)

Director, Division of Waste Management  
 Florida Department of Environmental Protection  
 Bob Martinez Center  
 2600 Blair Stone Road MS 4548  
 Tallahassee, Florida 32399-2400

\_\_\_\_\_  
 [Name of issuing institution]

\_\_\_\_\_  
 [Address of issuing institution]

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. \_\_\_\_\_ in your favor, at the request and for the account of \_\_\_\_\_, herein referred

[Legal name of owner or operator]

to as the "owner or operator", of \_\_\_\_\_

[Business address of owner or operator]

up to the aggregate amount of \_\_\_\_\_

[Amount in words]

U.S. dollars (\$ \_\_\_\_\_), available upon presentation of:

- (1) Your sight draft, bearing reference to this letter of credit, No. \_\_\_\_\_, and
- (2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to the requirements of Rule(s) 62-761.420 and/or 62-762.421, F.A.C."

This letter of credit may be drawn on to cover \_\_\_\_\_  
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ arising from operating the storage tank(s) identified below in the  
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

amount of \_\_\_\_\_ U.S. dollars (\$ \_\_\_\_\_)  
[Amount in words for 'per occurrence']

per occurrence and amount of \_\_\_\_\_  
[Amount in words for 'annual aggregate']

U.S. dollars (\$ \_\_\_\_\_) annual aggregate:

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

FDEP FacID <small>(for sites in Florida)</small>	Facility Name and Site Address <small>(for all sites covered)</small>	Number of Tanks or Tank I.D. Nos.

The letter of credit may not be drawn on to cover any of the following:

- (a) Any obligation 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, 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 injury 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.

This letter of credit is effective as of \_\_\_\_\_ and shall expire on \_\_\_\_\_,  
[Date] [Date]

but such expiration date shall be automatically extended for a period of \_\_\_\_\_ on  
[At least the length of the original term]

\_\_\_\_\_ and on each successive expiration date, unless, at least 120 days before the current  
[Expiration date]

expiration date, we notify the owner or operator by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event that the owner or operator is so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by the owner or operator, as shown on the signed return receipt.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of the owner or operator in accordance with your instructions.

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.

\_\_\_\_\_  
[Signature of Authorized Official of Issuing Institution]

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
[Phone Number]

\_\_\_\_\_  
[Email Address]

\_\_\_\_\_  
[Signature of Witness or Notary]

\_\_\_\_\_  
[Printed Name of Witness or include Notary Seal]

\_\_\_\_\_  
[Date of Witness or Notary]

This credit is subject to \_\_\_\_\_  
[Insert: governing words such as "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published by the International Chamber of Commerce," or "the Uniform Commercial Code"]

# STATE OF FLORIDA STORAGE TANK TRUST FUND AGREEMENT

Reference: 40 CFR 280.102

TRUST AGREEMENT, the "Agreement," entered into as of \_\_\_\_\_, by and between  
[Date]

\_\_\_\_\_, a \_\_\_\_\_,  
[Name of owner or operator] [Name of state]

\_\_\_\_\_, the "Grantor," and \_\_\_\_\_,  
[Legal entity type (e.g., corporation, partnership, sole proprietorship)] [Name of corporate trustee]

\_\_\_\_\_  
[Address of corporate trustee]

\_\_\_\_\_, the "Trustee," for account number \_\_\_\_\_.  
[Insert "incorporated in the state of [state]" or "a national bank"]

Whereas, the Florida Department of Environmental Protection (FDEP), an agency of the State of Florida, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a storage tank shall provide assurance that funds will be available when needed for corrective action and third-party compensation for bodily injury and property damage caused by sudden and nonsudden accidental discharges arising from the operation of the storage tank. The attached Schedule A lists the number of tanks at each facility and the name(s), FDEP identification number(s), and address(es) of the facility(ies) where the tanks are located that are covered by the trust agreement.

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee;

Now, therefore, the Grantor and the Trustee agree as follows:

### Section 1. Definitions

As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

### Section 2. Establishment of Fund

The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the FDEP. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. Payments made by the provider of financial assurance pursuant to instructions from the FDEP Secretary or the Secretary's designee ("designee") are transferred to the Trustee and are referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor as provider of financial assurance, any payments necessary to discharge any liability of the Grantor established by the FDEP.

### Section 3. Payment for Corrective Action and/or Third-Party Liability Claims (as applicable)

The Trustee shall make payments from the Fund as the FDEP Secretary or designee shall direct, in writing, to provide for the payment of the costs of \_\_\_\_\_  
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ arising from operating the tanks.

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

The Fund may not be drawn upon to cover any of the following:

- (a) Any obligation 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, 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 injury 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.

The Trustee shall reimburse the Grantor, or other persons as specified by the FDEP Secretary or designee, from the Fund for corrective action expenditures and/or third-party liability claims (as applicable) in such amounts as the FDEP Secretary or designee shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the FDEP Secretary or designee specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

#### **Section 4. Payments Comprising the Fund**

Payments made to the Trustee for the Fund shall consist of cash and securities acceptable to the Trustee.

#### **Section 5. Trustee Management**

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the tanks, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and
- (c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

#### **Section 6. Commingling and Investment**

The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

#### **Section 7. Express Powers of Trustee**

Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

### **Section 8. Taxes and Expenses**

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

### **Section 9. Advice of Counsel**

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

### **Section 10. Trustee Compensation**

The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

### **Section 11. Successor Trustee**

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in writing sent to the Grantor and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

### **Section 12. Instructions to the Trustee**

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Schedule B or such other designees as the Grantor may designate by amendment to Schedule B. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the FDEP Secretary or designee to the Trustee shall be in writing, signed by the FDEP Secretary or designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the FDEP hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the FDEP Secretary or designee, except as provided for herein.

### **Section 13. Amendment of Agreement**

This Agreement may be amended by an instrument in writing executed by the Grantor and the Trustee, or by the Trustee and the FDEP Secretary or designee if the Grantor ceases to exist.

### **Section 14. Irrevocability and Termination**

Subject to the right of the parties to amend this Agreement as provided in Section 13, this Trust shall be irrevocable and shall continue until terminated at the written direction of the Grantor and the Trustee, or by the Trustee and the FDEP Secretary or designee, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

### **Section 15. Immunity and Indemnification**

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the FDEP Secretary or designee issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

**Section 16. Choice of Law**

This Agreement shall be administered, construed, and enforced according to the laws of the State of Florida, or the Comptroller of the Currency in the case of National Association banks.

**Section 17. Interpretation**

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In witness whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals (if applicable) to be hereunto affixed and attested as of the date first above written. The persons whose signatures appear below hereby certify 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.

**GRANTOR**

**TRUSTEE**

\_\_\_\_\_  
[Authorized Signature for Grantor]

\_\_\_\_\_ (SEAL)  
[Authorized Signature for Trustee]

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[Email Address]

\_\_\_\_\_  
[Email Address]

\_\_\_\_\_  
[Signature of Witness or Notary]

\_\_\_\_\_  
[Printed Name of Witness or include Notary Seal]

\_\_\_\_\_  
[Date]

(See attached Certification of Acknowledgment, and Schedules A and B.)

**Certification of Acknowledgment for Storage Tank Trust Fund Agreement**

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ as \_\_\_\_\_ of  
[Name of person] [Title]

\_\_\_\_\_, the legal entity described in and which executed  
[Owner or operator]  
the above instrument.

\_\_\_\_\_(SEAL)  
[Signature of Notary Public]

Personally known \_\_\_\_\_ or Produced identification \_\_\_\_\_

Type of identification produced: \_\_\_\_\_

**SCHEDULE A**

This Agreement demonstrates financial assurance for the following facility(ies).

[List information for each facility. See Instruction #6 on page *i* for details. Indicate "See attachment" if required.]

<b><u>FDEP FacID</u></b> (for sites in Florida)	<b><u>Facility Name and Site Address</u></b> (for all sites covered)	<b><u>Number of Tanks or Tank I.D. Nos.</u></b>

**SCHEDULE B**

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing and signed by one of the following persons:

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Type Name and Title]

(These are examples of the three attachments that must accompany a trust fund agreement.)



# STATE OF FLORIDA STORAGE TANK STANDBY TRUST FUND AGREEMENT

Reference: 40 CFR 280.103(b)

TRUST AGREEMENT, the "Agreement," entered into as of \_\_\_\_\_, by and between  
[Date]

\_\_\_\_\_, a \_\_\_\_\_,  
[Name of owner or operator] [Name of State]

\_\_\_\_\_, the "Grantor," and \_\_\_\_\_,  
[Legal Entity Type (e.g., corporation, partnership, sole proprietorship)] [Name of Corporate Trustee]

\_\_\_\_\_  
Address of Corporate Trustee

\_\_\_\_\_, the "Trustee," for account number \_\_\_\_\_.  
[Insert "incorporated in the state of [state]" or "a national bank"]

Whereas, the Florida Department of Environmental Protection (FDEP), an agency of the State of Florida, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a storage tank shall provide assurance that funds will be available when needed for corrective action and third-party compensation for bodily injury and property damage caused by sudden and nonsudden accidental discharges arising from the operation of the storage tank. The attached Schedule A lists the number of tanks at each facility and the name(s), FDEP identification number(s), and address(es) of the facility(ies) where the tanks are located that are covered by the standby trust agreement.

Whereas, the Grantor has elected to establish a \_\_\_\_\_ to provide all or part of such  
[Insert "guarantee", "surety bond", or "letter of credit"]  
financial assurance for the storage tanks identified herein and is required to establish a standby trust fund able to accept payments from the instrument;

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee;

Now, therefore, the Grantor and the Trustee agree as follows:

### Section 1. Definitions

As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

### Section 2. Identification of the Financial Assurance Mechanism

This Agreement pertains to the \_\_\_\_\_ for which the standby trust fund is  
[Insert "guarantee", "surety bond", or "letter of credit"]  
established to receive payments.

### Section 3. Establishment of Fund

The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the FDEP. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. (The Fund is established as a standby trust and initially shall not consist of any property.) Payments made by the provider of financial assurance pursuant to the FDEP Secretary or the Secretary's designee ("designee") instruction are transferred to the Trustee and are referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor as provider of financial assurance, any payments necessary to discharge any liability of the Grantor established by the FDEP.

#### **Section 4. Payment for Corrective Action and/or Third-Party Liability Claims (as applicable)**

The Trustee shall make payments from the Fund as the FDEP Secretary or designee shall direct, in writing, to provide for the payment of the costs of \_\_\_\_\_

[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ arising from operating the tanks covered by the

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

financial assurance mechanism identified in this Agreement. The Fund may not be drawn upon to cover any of the following:

- (a) Any obligation 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, 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 injury 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.

The Trustee shall reimburse the Grantor, or other persons as specified by the FDEP Secretary or designee from the Fund for corrective action expenditures and/or third-party liability claims (as applicable) in such amounts as the FDEP Secretary or designee shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the FDEP Secretary or designee specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

#### **Section 5. Payments Comprising the Fund**

Payments made to the Trustee for the Fund shall consist of cash and securities acceptable to the Trustee.

#### **Section 6. Trustee Management**

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the tanks, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the federal or a state government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the federal or state government; and
- (c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

#### **Section 7. Commingling and Investment**

The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

#### **Section 8. Express Powers of Trustee**

Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the federal or state government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

### **Section 9. Taxes and Expenses**

All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

### **Section 10. Advice of Counsel**

The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any questions arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

### **Section 11. Trustee Compensation**

The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

### **Section 12. Successor Trustee**

The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in writing sent to the Grantor and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

### **Section 13. Instructions to the Trustee**

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Schedule B or such other designees as the Grantor may designate by amendment to Schedule B. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the FDEP Secretary or designee to the Trustee shall be in writing, signed by the FDEP Secretary or designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the FDEP Secretary or designee hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the FDEP Secretary or designee, except as provided for herein.

### **Section 14. Amendment of Agreement**

This Agreement may be amended by an instrument in writing executed by the Grantor and the Trustee, or by the Trustee and the FDEP Secretary or designee if the Grantor ceases to exist.

**Section 15. Irrevocability and Termination**

Subject to the right of the parties to amend this Agreement as provided in Section 14, this Trust shall be irrevocable and shall continue until terminated at the written direction of the Grantor and the Trustee, or by the Trustee and the FDEP Secretary or designee, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

**Section 16. Immunity and Indemnification**

The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the FDEP Secretary or designee issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

**Section 17. Choice of Law**

This Agreement shall be administered, construed, and enforced according to the laws of the State of Florida or the Comptroller of the Currency in the case of National Association banks.

**Section 18. Interpretation**

As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In witness whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals (if applicable) to be hereunto affixed and attested as of the date first above written. The persons whose signatures appear below hereby certify 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.

**GRANTOR**

**TRUSTEE**

\_\_\_\_\_  
[Authorized Signature for Grantor]

\_\_\_\_\_ (SEAL)  
[Authorized Signature for Trustee]

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[Email Address]

\_\_\_\_\_  
[Email Address]

\_\_\_\_\_  
[Signature of Witness or Notary]

\_\_\_\_\_  
[Printed Name of Witness or include Notary Seal]

\_\_\_\_\_  
[Date]

(See attached Certification of Acknowledgment, and Schedules A and B.)

**Certification of Acknowledgment for Storage Tank Standby Trust Fund Agreement**

[The Certification of Acknowledgment for Storage Tank Standby Trust Fund Agreement may be witnessed or notarized.]

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ as \_\_\_\_\_ of  
[Name of person] [Title]

\_\_\_\_\_, the legal entity described in and which executed  
[Owner or operator]

the above instrument.

\_\_\_\_\_(SEAL) or \_\_\_\_\_  
[Signature of Notary Public] [Signature of witness]

Personally known \_\_\_\_\_ or Produced identification \_\_\_\_\_  
[Printed name of witness]

Type of identification produced: \_\_\_\_\_

**SCHEDULE A**

This Agreement (with a funding instrument) demonstrates financial assurance for the following facility(ies).

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

<b><u>FDEP FacID</u></b> (for sites in Florida)	<b><u>Facility Name and Site Address</u></b> (for all sites covered)	<b><u>Number of Tanks or Tank I.D. Nos.</u></b>

**SCHEDULE B**

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing and signed by one of the following persons:

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Type Name and Title]

(These are examples of the three attachments that must accompany a standby trust fund agreement.)

## STATE OF FLORIDA STORAGE TANK LOCAL GOVERNMENT BOND RATING TEST (Letter from Chief Financial Officer)

Reference: 40 CFR 280.104(d)

I am the chief financial officer of \_\_\_\_\_,  
[Name of local government owner or operator, or guarantor]

herein referred to as the "firm", \_\_\_\_\_,  
[Address of the firm]

This letter is in support of the use of the \_\_\_\_\_ to demonstrate financial responsibility  
[Insert "bond rating test" and/or "guarantee"]

for \_\_\_\_\_  
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"

\_\_\_\_\_ in the amount of at least:  
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

**Per Occurrence:** \$ \_\_\_\_\_                      **Annual Aggregate:** \$ \_\_\_\_\_

arising from operating (an) storage tank(s).

\_\_\_\_\_ [Check here if the following sentence applies. If checked, also check the second certification item below.]

This local government is not organized to provide general governmental services and does not have the legal authority under state law or constitutional provisions to issue general obligation debt.

Storage tanks at the following facilities are assured by this bond rating test:

[List information for each facility. See Instruction #6 on page *i* for details. Indicate "See attachment" if required.]

<u>FDEP FacID</u> (for sites in Florida)	<u>Facility Name and Site Address</u> (for all sites covered)	<u>Number of Tanks or Tank I.D. Nos.</u>

The details of the issue date, maturity, outstanding amount, bond rating, and bond rating agency of all outstanding bond issues that are being used by the firm to demonstrate financial responsibility are as follows. [Indicate "See attachment" if required.]:

Issue Date	Maturity Date	Outstanding Amount	Bond Rating	Rating Agency (Moody's or Standard & Poor's)

A copy of a Moody's or Standard & Poor's bond rating published \_\_\_\_\_ is attached.  
[Date]

**Certification**

[Complete by checking the appropriate line. Check first item unless directed to check 2nd item (see above).]

\_\_\_\_\_ The total outstanding obligation of \$ \_\_\_\_\_, excluding refunded bond issues, exceeds the minimum amount of \$1 million. All outstanding general obligation bonds issued by this government that have been rated by Moody's or Standard & Poor's are rated as at least investment grade (Moody's Baa or Standard & Poor's BBB) based on the most recent ratings published within the last 12 months. Neither rating service has provided notification within the last 12 months of downgrading of bond ratings below investment grade or of withdrawal of bond rating other than for repayment of outstanding bond issues.

\_\_\_\_\_ The total outstanding obligation of \$ \_\_\_\_\_, excluding refunded bond issues, exceeds the minimum amount of \$1 million. All outstanding revenue bonds issued by this government that have been rated by Moody's or Standard & Poor's are rated as at least investment grade (Moody's Baa or Standard & Poor's BBB) based on the most recent ratings published within the last 12 months. The revenue bonds listed are not backed by third-party credit enhancements or insured by a municipal bond insurance company. Neither rating service has provided notification within the last 12 months of downgrading of bond ratings below investment grade or of withdrawal of bond rating other than for repayment of outstanding bond issues.

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.

\_\_\_\_\_  
[Signature of Chief Financial Officer]

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
[Signature of Witness or Notary]

\_\_\_\_\_  
[Printed Name of Witness or include Notary Seal]

\_\_\_\_\_  
[Date of Witness or Notary]

\_\_\_\_\_  
[CFO Office Contact: Name and Title]

\_\_\_\_\_  
[Phone Number]

\_\_\_\_\_  
[Email Address]

## STATE OF FLORIDA STORAGE TANK LOCAL GOVERNMENT FINANCIAL TEST (Letter from Chief Financial Officer)

Reference: 40 CFR 280.105(c)

I am the chief financial officer of \_\_\_\_\_, herein referred to as the "firm", \_\_\_\_\_  
[Name of the local government owner or operator, or guarantor]

\_\_\_\_\_.  
[Address of the firm]

This letter is in support of the use of the \_\_\_\_\_ to demonstrate financial  
[Insert "local government financial test " and/or "guarantee"]

responsibility for \_\_\_\_\_  
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ in the amount of at least

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

\$ \_\_\_\_\_ per occurrence and \$ \_\_\_\_\_ annual aggregate arising from operating (a)

storage tank(s). Storage tanks at the following facilities are assured by this financial test:

[List information for each facility. See Instruction #6 on page *i* for details. Indicate "See attachment" if required.]

<b>FDEP FacID</b> <small>(for sites in Florida)</small>	<b>Facility Name and Site Address</b> <small>(for all sites covered)</small>	<b>Number of Tanks or Tank I.D. Nos.</b>

This firm has not received an adverse opinion, or a disclaimer of opinion, from an independent auditor on its financial statements for the latest completed fiscal year that ended \_\_\_\_\_. The figures in Part I of the worksheet  
[Date]

are derived from these audited financial statements and footnotes. Any outstanding issues of general obligation or revenue bonds, if rated, have a Moody's rating of Aaa, Aa, A, or Baa, or a Standard & Poor's rating of AAA, AA, A, or BBB; if rated by both firms, the bonds have a Moody's rating of Aaa, Aa, A, or Baa, and a Standard & Poor's rating of AAA, AA, A, or BBB.



# Worksheet for Municipal Financial Test

## Part I: Basic Information

1. Total Revenues
  - a. Revenues \$ \_\_\_\_\_  
[Value of revenues excludes liquidation of investments and issuance of debt. Value includes all general fund operating and non-operating revenues, as well as all revenues from all other governmental funds including enterprise, debt service, capital projects, and special revenues, but excluding revenues to funds held in a trust or agency capacity.]
  - b. Subtract interfund transfers \$ \_\_\_\_\_
  - c. Total Revenues \$ \_\_\_\_\_
2. Total Expenditures
  - a. Expenditures \$ \_\_\_\_\_  
[Value consists of the sum of general fund operating and non-operating expenditures including interest payments on debt, payments for retirement of debt principal, and total expenditures from all other governmental funds including enterprise, debt service, capital projects, and special revenues.]
  - b. Subtract interfund transfers \$ \_\_\_\_\_
  - c. Total Expenditures \$ \_\_\_\_\_
3. Local Revenues
  - a. Total Revenues (from 1c) \$ \_\_\_\_\_
  - b. Subtract total intergovernmental-transfers \$ \_\_\_\_\_
  - c. Local Revenues \$ \_\_\_\_\_
4. Debt Service
  - a. Interest and fiscal charges \$ \_\_\_\_\_
  - b. Add debt retirement \$ \_\_\_\_\_
  - c. Total Debt Service \$ \_\_\_\_\_
5. Total Funds \$ \_\_\_\_\_  
[Sum of amounts held as cash and investment securities from all funds, excluding amounts held for employee retirement funds, agency funds, and trust funds.]
6. Population (Persons) \_\_\_\_\_

## Part II: Application of Test

7. Total Revenues to Population
  - a. Total Revenues (from 1c) \_\_\_\_\_
  - b. Population (from 6) \_\_\_\_\_
  - c. Divide 7a by 7b \_\_\_\_\_
  - d. Subtract 417 \_\_\_\_\_
  - e. Divide by 5,212 \_\_\_\_\_
  - f. Multiply by 4.095 \_\_\_\_\_
8. Total Expenses to Population
  - a. Total Expenses (from 2c) \_\_\_\_\_
  - b. Population (from 6) \_\_\_\_\_
  - c. Divide 8a by 8b \_\_\_\_\_
  - d. Subtract 524 \_\_\_\_\_
  - e. Divide by 5,401 \_\_\_\_\_
  - f. Multiply by 4.095 \_\_\_\_\_

9. Local Revenues to Total Revenues
  - a. Local Revenues (from 3c) \_\_\_\_\_
  - b. Total Revenues (from 1c) \_\_\_\_\_
  - c. Divide 9a by 9b \_\_\_\_\_
  - d. Subtract 0.695 \_\_\_\_\_
  - e. Divide by 0.205 \_\_\_\_\_
  - f. Multiply by 2.840 \_\_\_\_\_
10. Debt Service to Population
  - a. Debt Service (from 4c) \_\_\_\_\_
  - b. Population (from 6) \_\_\_\_\_
  - c. Divide 10a by 10b \_\_\_\_\_
  - d. Subtract 51 \_\_\_\_\_
  - e. Divide by 1,038 \_\_\_\_\_
  - f. Multiply by -1.866 \_\_\_\_\_
11. Debt Service to Total Revenues
  - a. Debt Service (from 4c) \_\_\_\_\_
  - b. Total Revenues (from 1c) \_\_\_\_\_
  - c. Divide 11a by 11b \_\_\_\_\_
  - d. Subtract 0.068 \_\_\_\_\_
  - e. Divide by 0.259 \_\_\_\_\_
  - f. Multiply by -3.533 \_\_\_\_\_
12. Total Revenues to Total Expenses
  - a. Total Revenues (from 1c) \_\_\_\_\_
  - b. Total Expenses (from 2c) \_\_\_\_\_
  - c. Divide 12a by 12b \_\_\_\_\_
  - d. Subtract 0.910 \_\_\_\_\_
  - e. Divide by 0.899 \_\_\_\_\_
  - f. Multiply by 3.458 \_\_\_\_\_
13. Funds Balance to Total Revenues
  - a. Total Funds (from 5) \_\_\_\_\_
  - b. Total Revenues (from 1c) \_\_\_\_\_
  - c. Divide 13a by 13b \_\_\_\_\_
  - d. Subtract 0.891 \_\_\_\_\_
  - e. Divide by 9.156 \_\_\_\_\_
  - f. Multiply by 3.270 \_\_\_\_\_
14. Funds Balance to Total Expenses
  - a. Total Funds (from 5) \_\_\_\_\_
  - b. Total Expenses (from 2c) \_\_\_\_\_
  - c. Divide 14a by 14b \_\_\_\_\_
  - d. Subtract 0.866 \_\_\_\_\_
  - e. Divide by 6.409 \_\_\_\_\_
  - f. Multiply by 3.270 \_\_\_\_\_
15. Total Funds to Population
  - a. Total Funds (from 5) \_\_\_\_\_
  - b. Population (from 6) \_\_\_\_\_
  - c. Divide 15a by 15b \_\_\_\_\_
  - d. Subtract 270 \_\_\_\_\_
  - e. Divide by 4,548 \_\_\_\_\_
  - f. Multiply by 1.866 \_\_\_\_\_
16. Financial Index  
Add 7f + 8f + 9f + 10f + 11f +  
12f + 13f + 14f + 15f + 4.937 \_\_\_\_\_

I hereby certify that the financial index shown on line 16 of the worksheet is greater than zero and that the wording of this letter 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.

---

[Signature of Chief Financial Officer]

---

[Name and Title]

---

[Signature of Witness or Notary]

---

[Printed Name of Witness or include Notary Seal]

---

[Date of Witness or Notary]

---

[CFO Office Contact: Name and Title]

---

[Phone Number]

---

[Email Address]

# STATE OF FLORIDA STORAGE TANK LOCAL GOVERNMENT GUARANTEE WITH STANDBY TRUST MADE BY A STATE

Reference: 40 CFR 280.106(d)

Guarantee made this \_\_\_\_\_ by \_\_\_\_\_, herein referred to as guarantor, to  
[Date] [Name of state]  
the Florida Department of Environmental Protection (FDEP) and to any and all third parties, and obliges, on behalf of  
\_\_\_\_\_, herein referred to as the "owner or operator".  
[Local government owner or operator]

### Recitals

- (1) Guarantor is a state.
- (2) The owner or operator owns or operates the following storage tank(s) covered by this guarantee:

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

<u>FDEP FacID</u> (for sites in Florida)	<u>Facility Name and Site Address</u> (for all sites covered)	<u>Number of Tanks</u> <u>or Tank I.D. Nos.</u>

This guarantee satisfies 40 CFR Part 280, Subpart H requirements for assuring funding for

\_\_\_\_\_ [Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ arising from operating the above-identified storage

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

tank(s) in the amount of:

**Per Occurrence:** \$ \_\_\_\_\_ **Annual Aggregate:** \$ \_\_\_\_\_

- (3) Guarantor guarantees to the FDEP and to any and all third parties that:  
In the event that the 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 instructions from the FDEP Secretary or designee, shall fund a standby trust fund in accordance with the provisions of 40 CFR 280.112, 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 fund a standby trust fund in accordance with the provisions of 40 CFR 280.112 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 fund a standby trust in accordance with the provisions of 40 CFR 280.112 to satisfy such judgment(s), award(s), or settlement agreement(s) up to the limits of coverage 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 guarantee 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]

# STATE OF FLORIDA STORAGE TANK LOCAL GOVERNMENT GUARANTEE WITH STANDBY TRUST MADE BY LOCAL GOVERNMENT

Reference: 40 CFR 280.106(d)

Guarantee made this \_\_\_\_\_ by \_\_\_\_\_,  
[Date] [Name of guaranteeing entity]

herein referred to as guarantor, to the Florida Department of Environmental Protection (FDEP) and to any and all third parties, and obliges, on behalf of \_\_\_\_\_,  
[Local government owner or operator]

herein referred to as the "owner or operator".

### Recitals

(1) Guarantor meets or exceeds \_\_\_\_\_.

[Insert appropriate phrase from the following:  
"the local government bond rating test requirements of 40 CFR 280.104", or  
"the local government financial test requirements of 40 CFR 280.105", or  
"the local government fund under 40 CFR 280.107(a), (b) or (c)"]

(2) The owner or operator owns or operates the following storage tank(s) covered by this guarantee:

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

<u>FDEP FacID</u> (for sites in Florida)	<u>Facility Name and Site Address</u> (for all sites covered)	<u>Number of Tanks or Tank I.D. Nos.</u>

This guarantee satisfies 40 CFR Part 280, Subpart H requirements for assuring funding for

\_\_\_\_\_ [Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ arising from operating the above-identified storage

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

tank(s) in the amount of:

**Per Occurrence:** \$ \_\_\_\_\_ **Annual Aggregate:** \$ \_\_\_\_\_

(3) Incident to our substantial governmental relationship with the owner or operator, guarantor guarantees to the Florida Department of Environmental Protection (FDEP) and to any and all third parties that:

In the event that the 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 instructions from the FDEP Secretary or designee, shall fund a standby trust fund in accordance with the provisions of 40 CFR 280.112, 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 fund a standby trust fund in accordance with the provisions of 40 CFR 280.112 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 fund a standby trust in accordance with the provisions of 40 CFR 280.112 to satisfy such judgment(s), award(s), or settlement agreement(s) up to the limits of coverage specified above.

(4) Guarantor agrees that, if at the end of any fiscal year before cancellation of this guarantee, the guarantor fails to meet or exceed the requirements of the financial responsibility mechanism specified in paragraph (1), guarantor shall send within 120 days of such failure, by certified mail, notice to the owner or operator, as evidenced by the return receipt.

(5) 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.

(6) 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.

(7) 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 guaranteed 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.

(8) 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.

(9) 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]

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

Reference: 40 CFR 280.106(e)

Guarantee made this \_\_\_\_\_ by \_\_\_\_\_, herein referred to as guarantor,  
[Date] [Name of state]  
 to the Florida Department of Environmental Protection (FDEP) and to any and all third parties, and obliges, on behalf of  
 \_\_\_\_\_, herein referred to as the "owner or operator".  
[Name of local government owner or operator]

### Recitals

- (1) Guarantor is a state.
- (2) The owner or operator owns or operates the following storage tank(s) covered by this guarantee:  
[List information for each facility. See Instruction #6 on page *i* for details. Indicate "See attachment" if required.]

<b>FDEP FacID</b> <small>(for sites in Florida)</small>	<b>Facility Name and Site Address</b> <small>(for all sites covered)</small>	<b>Number of Tanks or Tank I.D. Nos.</b>

This guarantee satisfies 40 CFR Part 280, Subpart H requirements for assuring funding for

\_\_\_\_\_ [Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ arising from operating the above identified storage  
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

tank(s) in the amount of:

**Per Occurrence:** \$ \_\_\_\_\_ **Annual Aggregate:** \$ \_\_\_\_\_

- (3) Guarantor guarantees to the FDEP and to any and all third parties and 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]



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

Reference: 40 CFR 280.106(e)

Guarantee made this \_\_\_\_\_ by \_\_\_\_\_,  
[Date] [Name of guaranteeing entity]

herein referred to as guarantor, to the Florida Department of Environmental Protection (FDEP) and to any and all third parties, and obliges, on behalf of \_\_\_\_\_,  
[Local government owner or operator]

herein referred to as the "owner or operator".

### Recitals

(1) Guarantor meets or exceeds \_\_\_\_\_.  
[Insert appropriate phrase from the following:  
"the local government bond rating test requirements of 40 CFR 280.104", or  
"the local government financial test requirements of 40 CFR 280.105", or  
"the local government fund under 40 CFR 280.107(a), (b) or (c)"]

(2) The owner or operator owns or operates the following storage tank(s) covered by this guarantee:  
[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

<b>FDEP FacID</b> (for sites in Florida)	<b>Facility Name and Site Address</b> (for all sites covered)	<b>Number of Tanks or Tank I.D. Nos.</b>

This guarantee satisfies 40 CFR Part 280, Subpart H requirements for assuring funding for

\_\_\_\_\_ [Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ arising from operating the above identified storage  
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

tank(s) in the amount of:

**Per Occurrence:** \$ \_\_\_\_\_ **Annual Aggregate:** \$ \_\_\_\_\_

(3) Incident to our substantial governmental relationship with the owner or operator Guarantor guarantees to the FDEP and to any and all third parties that:

In the event that the 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 that, if at the end of any fiscal year before cancellation of this guarantee, the guarantor fails to meet or exceed the requirements of the financial responsibility mechanism specified in paragraph (1), guarantor shall send within 120 days of such failure, by certified mail, notice to the owner or operator, as evidenced by the return receipt.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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]

**STATE OF FLORIDA**  
**STORAGE TANK LOCAL GOVERNMENT FUND**  
**(Letter from Chief Financial Officer)**  
 Reference: 40 CFR 280.107(d)

I am the chief financial officer of \_\_\_\_\_,  
 [Name of local government owner or operator, or guarantor]

herein referred to as the "firm", \_\_\_\_\_.  
 [Address of the firm]

This letter is in support of the use of the \_\_\_\_\_ to demonstrate financial  
 [Insert "local government fund mechanism " and/or "guarantee"]

responsibility for \_\_\_\_\_  
 [Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ in the amount of at least:  
 [Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

**Per Occurrence:** \$ \_\_\_\_\_ **Annual Aggregate:** \$ \_\_\_\_\_

arising from operating (a) storage tank(s).

Storage tanks at the following facilities are assured by this local government fund mechanism:

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

<b>FDEP FacID</b> (for sites in Florida)	<b>Facility Name and Site Address</b> (for all sites covered)	<b>Number of Tanks or Tank I.D. Nos.</b>

[Check appropriate line.]

The local government fund is funded for the full amount of coverage required under §280.93 and/or paragraph 62-762.421(3)(c), F.A.C., or funded for part of the required amount of coverage and used in combination with other mechanism(s) that provide the remaining coverage.

The local government fund is funded for five times the full amount of coverage required under §280.93 and/or paragraph 62-762.421(3)(c), F.A.C., or funded for part of the required amount of coverage and used in combination with other mechanism(s) that provide the remaining coverage.

A payment is made to the fund once every year for seven years until the fund is fully-funded and the Firm has available bonding authority, approved through voter referendum, of an amount equal to the difference between the required amount of coverage and the amount held in the dedicated fund.

A payment is made to the fund every year for seven years until the fund is fully-funded and I have attached a letter signed by the State Attorney General stating that (1) the use of the bonding authority will not increase the local government's debt beyond the legal debt ceilings established by the relevant state laws, and (2) that prior voter approval is not necessary before use of the bonding authority.

The details of the local government fund are as follows:

Amount in Fund (market value of fund at close of last fiscal year): \$ \_\_\_\_\_

[Check and enter data if fund balance is incrementally funded as specified in §280.107(c).]

Amount added to fund in the most recently completed fiscal year: \$ \_\_\_\_\_

Number of years remaining in the pay-in-period: \_\_\_\_\_

A copy of the state constitutional provision, or local government statute, charter, ordinance, or order dedicating the fund is attached. The most recent completed fiscal year ended on \_\_\_\_\_  
[Date]

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.

\_\_\_\_\_  
[Signature of Chief Financial Officer]

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
[Signature of Witness or Notary]

\_\_\_\_\_  
[Printed Name of Witness or include Notary Seal]

\_\_\_\_\_  
[Date of Witness or Notary]

\_\_\_\_\_  
[CFO Office Contact: Name and Title]

\_\_\_\_\_  
[Phone Number]

\_\_\_\_\_  
[Email Address]

# STATE OF FLORIDA STORAGE TANK CERTIFICATION OF FINANCIAL RESPONSIBILITY

Reference: 40 CFR 280.111(b)

The Owner or Operator, \_\_\_\_\_,  
is the legal entity demonstrating financial responsibility and is one or more of the following: facility owner,  
tank owner, facility operator or tank operator [pursuant to Rules 62-761.420(2) and 62-762.421(2), F.A.C.,  
and 376.309, F.S.].

### The following mechanism(s) is (are) used to demonstrate financial responsibility:

Primary Mechanism: \_\_\_\_\_  
[Enter type of funding mechanism, guarantee, or financial test w/out guarantee]

Instrument No.: \_\_\_\_\_ [If applicable]

Name of Provider (issuing institution): \_\_\_\_\_  
[Enter "self" (if financial test or fund without a guarantee is used); guarantor's name if a guarantee is used]

Period of Coverage: \_\_\_\_\_ to \_\_\_\_\_

Complete the following only as applicable [Required when Bond, Letter of Credit and most Guarantees are used]:

Standby Trust Fund (SBTF) Trustee: _____ [Required when Bond, Letter of Credit and some Guarantees (Parts B, K and L) are used] SBTF Agreement entered into date: _____ Account number: _____ Financial Test or Fund used [required for some Guarantees (Parts B, L and N)]: Form Part _____ completed [Insert A, I, J or O]
--

### The financial assurance mechanism(s) demonstrate(s) financial responsibility for

\_\_\_\_\_ [Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

\_\_\_\_\_ for UST and/or AST in the amount of:

\_\_\_\_\_ [Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden  
accidental discharges" or leave blank if only corrective action is covered]

Per Occurrence: \$ \_\_\_\_\_ Annual Aggregate: \$ \_\_\_\_\_

The person whose signature appears below hereby certifies that the facility(ies) listed on the financial  
assurance mechanism(s) is (are) in compliance with the financial responsibility requirements of Chapter  
62-761 and/or 62-762, F.A.C., which adopt 40 CFR Part 280 Subpart H by reference.

\_\_\_\_\_  
[Signature of Authorized Representative of owner or operator]

\_\_\_\_\_  
[Signature of Witness or Notary]

\_\_\_\_\_  
[Type Name and Title]

\_\_\_\_\_  
[Type Name of Witness or include Notary Seal]

\_\_\_\_\_  
[Phone Number]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Email Address]

This certification must be updated whenever the financial assurance mechanism(s) used to demonstrate financial responsibility change(s).