

## STATE OF FLORIDA SOLID WASTE FACILITY CORPORATE GUARANTEE

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

Check Appropriate Box(es):     Closing     Long-Term Care     Corrective Action

Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
Day Month Year

\_\_\_\_\_  
Name of Guaranteeing Entity

\_\_\_\_\_  
Business Address of Guaranteeing Entity

a business entity organized under the laws of the state of \_\_\_\_\_, herein referred to as guarantor, to the Florida Department of Environmental Protection (FDEP), obligee, on behalf of

\_\_\_\_\_  
Legal Name of Owner or Operator

\_\_\_\_\_  
Business Address of Owner or Operator

herein referred to as "Owner or Operator."

The Owner or Operator is [check appropriate box]

(1) our subsidiary;

(2) a subsidiary of \_\_\_\_\_

\_\_\_\_\_  
Name and Address of Common Parent Corporation

of which guarantor is a subsidiary; or

(3) an entity with which guarantor has a substantial business relationship, as defined in 40 CFR Part 264.141(h).

### Recitals

1. Guarantor meets or exceeds the financial test criteria as specified in Rule 62-701.630(6)(c) Florida Administrative Code (F.A.C.), and agrees to comply with the reporting requirements for guarantors as specified in 40 CFR Parts 264.143(f) and/or 264.145(f), as adopted by reference in Rule 62-701.630, F.A.C.

2. The Owner or Operator owns or operates the following solid waste management facility(ies) covered by this guarantee:

List for each facility covered by this corporate guarantee: FDEP identification number (WACS or EPA ID), facility name & site address.

**FDEP I.D. No.**

**Facility Name and Site Address**

3. Required Action Plan(s) as used below refers to the Closing, Long-Term Care and/or Corrective Action Plan(s) maintained as required by Rule 62-701.630 F.A.C., for the Required Action of facilities as identified above.
4. For value received from the Owner or Operator, guarantor guarantees to the FDEP that in the event that the Owner or Operator fails to perform the Required Action of the above facility(ies) in accordance with the Required Action Plan and other permit requirements whenever required to do so, the guarantor shall do so or establish a trust fund as specified in Rule 62-701.630, F.A.C., in the name of the Owner or Operator in the amount of the current Required Action cost estimates as specified in Rule 62-701.630, F.A.C.
5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the FDEP Secretary, or the Secretary's designee (the "designee"), and to the Owner or Operator that he intends to provide alternate financial assurance as specified in Rule 62-701.630, F.A.C. in the name of the Owner or Operator. Within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless the Owner or Operator has done so.
6. The guarantor agrees to notify the FDEP Secretary, or designee, by certified mail, of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.
7. Guarantor agrees that within 30 days after being notified by the FDEP Secretary, or designee, of a determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor of Required Action, he shall establish alternate financial assurance as specified in Rule 62-701.630, F.A.C., in the name of the Owner or Operator unless the Owner or Operator has done so.
8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendment or modification of the Required Action Plan, amendment or modification of the permit, the extension or reduction of the time of performance of Required Action, or any other modification or alteration of an obligation of the Owner or Operator pursuant to Rule 62-701, F.A.C.
9. Guarantor agrees to remain bound under this guarantee for so long as the Owner or Operator must comply with the applicable financial assurance requirements of Rule 62-701.630, F.A.C., for the above listed facilities, except that guarantor may terminate this guarantee by sending notice by certified mail to the FDEP Secretary, or designee, and to the Owner or Operator, such cancellation to become effective no earlier than 120 days after receipt of such notice by both FDEP and the Owner or Operator, as evidenced by the return receipts.
10. Guarantor agrees that if the Owner or Operator fails to provide alternate financial assurance as specified in Rule 62-701.630, F.A.C. and obtain written approval of such assurance from the FDEP Secretary, or designee, within 90 days after a notice of cancellation by the guarantor is received by the FDEP Secretary, or designee, from guarantor, guarantor shall provide such alternate financial assurance in the name of the Owner or Operator.
11. Guarantor expressly waives notice of acceptance of this guarantee by the FDEP or by the Owner or Operator. Guarantor also expressly waives notice of amendments or modifications of the Required Action Plan and of amendments or modifications of the facility permit(s).

The persons whose signatures appear below hereby certify that the wording of this guarantee is identical to the wording as adopted and incorporated by reference in Rule 62-701.630(6)(a), F.A.C.

\_\_\_\_\_  
Authorized Signature for Guarantor

\_\_\_\_\_  
Signature of Witness or Notary

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Printed Name of Witness or Notary Seal

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail Address

(CORPORATE SEAL▶)