

**STATE OF GEORGIA  
UNDERGROUND 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 Georgia Environmental Protection Division (GAEPD) and to any and all third parties, and obliges, on behalf of \_\_\_\_\_,  
[Local government owner or operator]

herein referred to as the "local government 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 local owner or operator owns or operates the following underground storage tank(s) covered by this guarantee:

[List the number of tanks at each facility and the name(s) and address(es) of the facility(ies) where the tanks are located. If more than one instrument is used to assure different tanks at any one facility, for each tank covered by this instrument, list the tank identification numbers in the notification submitted pursuant to 40 CFR part 280 as adopted by reference in GUST Rule 391-3-15-.05, and the name and address of the facility.]

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

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 underground  
[Insert "accidental releases" or "sudden accidental releases" or "nonsudden accidental releases" or leave blank if only corrective action is covered]  
 storage tank(s) in the amount of:

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

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

In the event that the local government owner or operator fails to provide alternate coverage within 60 days after receipt of a notice of cancellation of this guarantee and the GAEPD Director or the Director's designee ("designee") has determined or suspects that a release has occurred at an underground storage tank covered by this guarantee, the guarantor, upon written instructions from the GAEPD Director 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 GAEPD Director or designee determines that the local government owner or operator has failed to perform corrective action (if covered) for releases 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 GAEPD Director 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 releases" or "sudden accidental releases" or "nonsudden accidental releases" 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 GAEPD Director 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 local government 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. If notified of a probable release, the guarantor agrees to remain bound to the terms of this guarantee for all charges arising from the release, up to the coverage limits specified above, notwithstanding the cancellation of the guarantee with respect to future releases.

(8) The guarantor's obligation does not apply to any of the following:

- (a) Any obligations of the local government 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 local government owner or operator arising from, and in the course of, employment by the local government 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 local government owner or operator that is not the direct result of a release from an underground storage tank;
- (e) Bodily damage or property damage for which the local government 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.

(9) Guarantor expressly waives notice of acceptance of this guarantee by the GAEPD by any or all third parties, or by the local government owner or operator.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording specified in 40 CFR 280.106(d) as adopted and incorporated by reference in GUST Rule 391-3-15-.12 as such regulations were constituted on the effective date shown immediately below.

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