



Best Practices Completing COFR Forms

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Attestation



Washington State
Department of Ecology
Spill Prevention, Preparedness, and Response Program
P.O. Box 47600, Olympia, WA 98504-7600
Office Phone: (360) 407-7455
Fax: (360) 407-7288 or toll free 1-800-664-9184

Proof of Financial Responsibility chapter 173-187 WAC

Attestation Form

I, _____, am the owner, operator, or authorized representative of the owner or operator*, and have the authority to sign this application on behalf of the owner or operator. I DECLARE under penalty of perjury that I have examined this application, including all accompanying schedules statements, and forms and to the best of my knowledge, information, and belief, find it to be true, correct, and complete. Furthermore, it is agreed that the owner or operator named in the application is the responsible party in the event of an oil spill.

I acknowledge that I must notify Ecology of a significant change that affects the company's proof of financial responsibility within seven calendar days after becoming aware of such change. Significant changes include, but are not limited to:

- a change in ownership or operational control;
- a method of demonstrating financial responsibility will be terminated or any coverage thereunder will cease;
- the financial responsibility coverage amount must be changed or adjusted.

I acknowledge that I must notify Ecology of a spill in Washington or in another jurisdiction for which it may be liable and which may incur damages that exceed 15 percent of the financial resources reflected by the Washington COFR within 10 calendar days.

I execute this declaration in my capacity as the owner, operator, or authorized representative of the owner or operator, as evidenced by the delegation of authority, provided below.

The name on this form needs to be the **submitter** of the application. The submitter is the person who is completing the COFR application and attesting that the information within the application is correct.

Tip: If a Delegation of Authority form has been completed, the name listed here needs to match the delegated individual.

Attestation

Signature of owner or operator

Date

The signature needs to match the submitter as listed above.

Print Name

Title

The submitting party information should match the name and signature above.

*If this Attestation Form is signed by an authorized representative of the owner or operator, the owner or operator must complete and sign the Delegation of Authority Form.

Submitting Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

If there is no delegation of authority form included in your COFR application packet, the responsible party and submitting party should be the **same individual**.

If a delegation of authority form was used, the responsible party should match the individual who signed the delegation form

Responsible Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

Attestation

Tip: The responsible party is someone who has the authority to sign the COFR application and agree to the terms in the attestation. This can be the binding agreement signator as identified in the contingency plan, a CFO, a Treasurer, or other similar level of authority.

Tip: If the responsible party is not verifiable through records such as audited financial statements, Secretary of State website or other means, their relationship to the company may need to be clarified via additional documentation.

Tip: If you have any questions about the COFR application process, please contact the Financial Responsibility Unit Team at COFR@ecy.wa.gov, or the Financial Responsibility Unit Supervisor, Diana Davis, at Diana.Davis@ECY.WA.GOV.

Financial responsibility for oil spills

We require owners and operators of oil-handling onshore facilities, offshore facilities, and covered vessels – including tank vessels, barges and commercial cargo/fishing/passenger vessels – to demonstrate financial responsibility. This means Ecology requires these regulated entities to provide proof that they are able to pay for the costs and damages of a spill, up to a specified amount.

I want to...

- See financial responsibility amounts for vessels and facilities
- Learn how to submit my Certificate of Financial Responsibility (COFR) application
- Find COFR application information documents, including instructions and publications that may be used to document proof of financial responsibility

What is financial responsibility?

Financial responsibility requirements are different than the concept of "limit of liability." It is important to understand that this rule's levels refer to the proof or demonstration that a responsible party is able to pay for the costs and damages of a spill up to a specified amount. Typically, financial responsibility is evidenced by an insurance policy or protection and indemnity (P&I) club documents,

Looking for additional COFR guidance? General COFR information, blank forms, instructional documents and videos for submitting your application, and more, can be found on our website.

<https://ecology.wa.gov/regulations-permits/guidance-technical-assistance/financial-responsibility-for-oil-spills>

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Delegation of Authority (DOA)



Washington State
Department of Ecology
Spill Prevention, Preparedness, and Response Program
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Office Phone: (360) 407-7455
Fax: (360) 407-7288 or toll free 1-800-664-9184

Proof of Financial Responsibility Chapter 173-187 WAC

Delegation of Authority Form

This form must be completed by the facility or vessel owner or operator if the Proof of Financial Responsibility Attestation Form has been executed by an authorized representative acting on behalf of the owner or operator.

I, _____ (name of facility or vessel owner or operator)

hereby declare that

_____ (name of authorized representative whose signature appears in the attestation) is authorized to submit an application for a Washington Certificate of Financial Responsibility on behalf of the facility or vessel owner or operator.

The name on this line is the **responsible party** designated in the application.

The name on this line needs to be the **submitter** of the application. The submitter is the person who is completing the COFR application and attesting that the information within the application is correct.

Signature of facility or vessel owner or operator

Date

Print Name

Title

The signature needs to match the name listed as the owner/operator. This should also match the name listed as the **responsible party**.

Delegation of Authority (DOA)

Submitting Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

The submitting party information should match the name of the designated **submitter** above. This submitter will be consistent across all forms in the application

Responsible Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

The responsible party information should match the individual who signed the delegation form. This responsible party will be consistent across all forms in the application

Tip: The responsible party is someone who has the authority to sign the COFR application and agree to the terms in the attestation. This can be the binding agreement signator as identified in the contingency plan, a CFO, a Treasurer, or other similar level of authority.

Delegation of Authority (DOA)

Tip: If the responsible party is not verifiable through records such as audited financial statements or other means, their relationship to the company may need to be clarified via additional documentation.

Tip: Delegation of Authority forms must be accompanied by an Attestation form. The Attestation form is signed by the **submitter** of the application

Tip: If you have any questions about the COFR application process, please contact the Financial Responsibility Unit Team at COFR@ecy.wa.gov, or the Financial Responsibility Unit Supervisor, Diana Davis, at Diana.Davis@ECY.WA.GOV.

Financial responsibility for oil spills

We require owners and operators of oil-handling onshore facilities, offshore facilities, and covered vessels – including tank vessels, barges and commercial cargo/fishing/passenger vessels – to demonstrate financial responsibility. This means Ecology requires these regulated entities to provide proof that they are able to pay for the costs and damages of a spill, up to a specified amount.

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Financial responsibility requirements are different than the concept of "limit of liability." It is important to understand that this rule's levels refer to the proof or demonstration that a responsible party is able to pay for the costs and damages of a spill up to a specified amount. Typically, financial responsibility is evidenced by an insurance policy or protection and indemnity (P&I) club documents,

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<https://ecology.wa.gov/regulations-permits/guidance-technical-assistance/financial-responsibility-for-oil-spills>

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Certificate of Insurance (COI)



Washington State
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Fax: (360) 407-7288 or toll free 1-800-664-9184

Proof of Financial Responsibility Chapter 173-187 WAC

Certificate of Insurance Form

Policy Number:	
Endorsement (if applicable):	
Period of Coverage (current policy period):	
Policy Retroactive Date:	
Name of Insurer or Risk Retention Group:	
Address of Insurer or Risk Retention Group:	
Name of Insured:	
Address of Insured:	
Insurance limit of liability:	

Certification:

____ (insurer or group) as identified above, hereby certifies that it has issued insurance covering the following facility(ies) or vessel and owner/operator¹:

--

¹ Enter each facility or vessel, including identifying description, VIN, or official number/International Maritime Organization (IMO) and the name(s) and address(es) of the facility(ies) or vessel owner/operator
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To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6831 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.

Policy number should match what is in the insurance policy.

Endorsement should match what is in the insurance policy. N/A if not applicable.

Period of coverage should match what is in the insurance policy.

Policy retroactive date should match what is in the insurance policy. N/A if not applicable.

Name and address of Insurer should match the insurance company listed in the policy.

Name and address of the Owner/Operator being insured.

Insurance limit should match what is in the insurance policy.

List the name of the insurance company providing the policy.

List all facilities/locations covered in the insurance policy. Include addresses or other identifying information.

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Certificate of Insurance (COI)

For the cleanup costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State; in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy, including the following unique policy details arising from operating the facility(ies) or vessel(s) identified above. If coverage is different for different facilities, locations, or vessels, indicate below the type of coverage applicable to each facility, location or vessel:

If there are different limits or coverage details for the facilities in the policy, list them here. N/A if not applicable.

List the limits of liability and deductible or self-insured retention amounts exclusive of legal defense costs, which are subject to a separate limit under the policy²:

Tip: Legal defense costs that erode the limit of liability for clean-up and third-party damages is not allowed. Language that clarifies that there is no erosion or adding an endorsement that sets legal defense outside the limit of liability must be included in the policy

Tip: All line items on the form must be filled in.

List the limit of liability (exclusive of legal defense costs) and deductible or self-insured retention for the policy. This needs to match what is listed in the policy document.

² Enter the dollar amount of the "each occurrence" and "annual aggregate" limits of the Insurer's or Group's liability and deductible amount; if the amount of coverage is different for different types of coverage or for different facilities or locations or vessels, indicate the amount of coverage for each type and coverage and/or for each facility or location or vessel exclusive of legal defense costs, which are subject to a separate limit under the policy.

Certificate of Insurance (COI)

This coverage is provided under _____ (policy number). The effective date of said policy is _____

The Insurer or Group further certifies the following with respect to the insurance described in Paragraph 1:

- a. Bankruptcy or insolvency of the insured does not relieve the Insurer or Group of its obligations under the policy to which this certificate applies.
 - b. The Insurer or Group is liable for the payment of amounts within any deductible applicable to the policy to the provider of remedial action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by the Insurer or Group. 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 Chapter 173-187 WAC.
 - c. Whenever requested by the Washington State Department of Ecology (Ecology), the Insurer or Group agrees to furnish Ecology a signed duplicate original of the policy and all endorsements.
 - d. Cancellation or any other termination of the insurance by the Insurer or Group, except for nonpayment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 30 calendar days after a copy of such written notice is received by the insured. Cancellation for nonpayment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 calendar days after a copy of such notice is received by the insured.
- I hereby certify that the wording of this instrument is identical to the wording provided in Ecology's Proof of Financial Responsibility Certificate of Insurance Form and that the Insurer or Group is authorized to sell insurance in Washington under a certificate of authority issued by the Washington State Insurance Commissioner or an eligible licensed surplus line broker.

List the policy number and the effective date. This information should match what is in the policy document.

Tip: If using insurance to prove FR, you are required to submit your insurance policy as part of your application.

Tip: We encourage the use of our COFR compliant endorsement. This endorsement will be available on our website.

Certificate of Insurance (COI)

Authorized signature of insurer

Signature of authorized representative of insurer

Date

Print Name

Title

This form must be signed by at least one representative of the insurance company.

Authorized signature of insurer (if needed)

Authorized signature of insurer

Date

Print Name

Title

This signature line may be left blank if there is only one insurance representative signing the form.

Submitting Party Information

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

Email:

Website:

The submitting party is the person submitting the COFR application. This must be consistent with the individual who signed the attestation and who was delegated in the Delegation of Authority Form (if applicable)

Responsible Party Information

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

Email:

Website:

If there is no delegation of authority form included in your COFR application packet, the responsible party and submitting party should be the **same individual**.

If a delegation of authority form was used, the responsible party should match the individual who signed the delegation form

Certificate of Insurance (COI)

Important Information for Insurance

An insurance policy is one of the many ways to prove financial responsibility. Not every insurance policy, however, is COFR compliant. There are several considerations to take into account when selecting your policy. Here are some common areas that may make a policy non-compliant:

- Legal defense coverage. Insurance policies that do not have legal defense costs under a separate limit, or that allow legal defense coverage to erode coverage for clean-up and damages of a pollution incident, cannot be used unless revised to exclude legal defense costs, establish a separate limit of liability for legal defense, clearly state that legal defense will not erode coverage for clean-up and damages or add an endorsement that clearly states that legal defense costs will not erode coverage for clean-up and damages .
- Total exclusions for any cleanup on a site if PFAS is present (PFAS exclusions must be limited to PFAS cleanup).
- Terms, endorsements, or exclusions that reduce the policy's effectiveness for cleaning up and paying damages for an oil spill.
- Policies that do not pay out claims on a first-dollar basis.
- Coverage for losses, such as image restoration costs or business interruption costs, that erode coverage for clean-up and damages of a pollution incident.

Additionally, if the deductible is greater than one percent of the policy coverage amount, then the COFR application must demonstrate supplemental coverage for the excess amount of the deductible. This supplemental coverage can be through any proof of financial responsibility approved by Ecology, including surety bonds, letters of credit, or guarantees.

Tip: We strongly encourage applicants to submit their draft insurance policies to Ecology for preliminary review before purchasing insurance.

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Certificate of Insurance (COI)

Tip: If your application includes multiple “stacked” insurance policies, you must submit the policy documents of each individual policy. All insurance policies must be COFR compliant.

Tip: Submitting Party and Responsible Party information must be consistent across all forms in an application.

Tip: If you have any questions about the COFR application process, please contact the Financial Responsibility Unit Team at COFR@ecy.wa.gov, or the Financial Responsibility Unit Supervisor, Diana Davis, at Diana.Davis@ECY.WA.GOV.

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CFO Letter Agreement



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Proof of Financial Responsibility Chapter 173-187 WAC

Chief Financial Officer Letter Agreement Form

I am the of (name of facility or vessel or grantor)
This letter is in support of the use of to demonstrate financial responsibility for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State in the amount of at least

The following facility(ies) or vessel(s) are covered by this financial test by the:

(name of facility or vessel):

is the

This has not received an adverse opinion, a disclaimer of opinion, or a "going concern" qualification from an independent auditor on their financial statements for the latest completed fiscal year.

The financial test we will use to demonstrate proof of self-insurance is (only provide financial information for one test):

Test I ☐

Test II ☐

¹ Calculation of financial responsibility is the worst-case spill volume multiplied by \$12,500 per barrel or the maximum of \$300,000,000 arising from operating the regulated facility(ies) or vessel(s).

Select from the dropdown options.

Name of facility submitting the application if self-insurance. Name of affiliate company if guarantee.

Select from the dropdown options. If a company is submitting their own financial information to prove financial responsibility, this is self-insurance. If an affiliate company is proving financial responsibility for the applicant company, it is a guarantee.

List the amount of the guarantee or self-insurance.

Select from the dropdown options.

List all facilities/locations covered by the self-insurance or guarantee. Include addresses or other identifying information.

Name of facility submitting the application.

Select from the dropdown options.

Select from the dropdown options.

Check the box of the test that will be used in your application. You only need to be able to pass one of the tests, not both.

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CFO Letter Agreement

Test 1

1.	Ratio of total liabilities to net worth - enter the following from current audited financial statements: (Please indicate in the financial statements where these figures are located, either by highlighting or placing a check mark.)	
a.	Total liabilities	\$
b.	Net worth (equity)	\$
c.	Total Liabilities divided by Net Worth (a divided by b; must be less than 1.5) (OR 2.)	
2.	Ratio of cash flows to total liabilities	
a.	Cash and cash equivalents at year or quarter end	\$
b.	\$20,000,000	\$ <u>20,000,000</u>
c.	Sum of cash and cash equivalents minus \$20,000,000 (a minus b)	\$
d.	Total liabilities	\$
e.	Sum of cash and cash equivalents minus \$20,000,000 divided by total liabilities (c divided by d; must be greater than 0.1)	
3.	Worldwide owner's equity minus intangible assets (i.e., tangible net worth) greater than \$20,000,000 plus the two times the amount of required self-insurance	
a.	Worldwide owner's equity	\$
b.	Minus intangible assets	\$
c.	Total worldwide owner's equity minus intangible assets (i.e., tangible net worth) (a minus b)	\$
d.	Two times the amount of required self-insurance	\$
e.	\$20,000,000	\$ <u>20,000,000</u>
f.	Total of two times the amount of required self-insurance plus \$20,000,000 (d plus e)	\$
g.	Tangible net worth minus two times the required self-insurance plus \$20,000,000 (c minus f)	\$
4.	United States assets, not including assets that are petroleum inventory that may be affected by an oil spill from a facility covered by the self-insurance, equal to or greater than 90 percent of total assets or at least two times the amount of required self-insurance.	
a.	Amount of total assets located in the United States (Please submit a separate auditor's statement to support this number if total assets located in the United States is a different value than total assets in the annual audited financial statements or Form 10K as filed with the United States Securities and Exchange Commission.)	\$
b.	Amount of petroleum inventory	\$
c.	Total US assets less petroleum inventory (a minus b)	\$
d.	Total assets	\$

If using Test 1, fill in all line items. You may leave the line items in Test 2 blank.

The dollar amounts in lines 2b and 3e are standard and do not change.

Tip: Test 1 continues on the next page. Remember to fill in all line items for Test 1.

CFO Letter Agreement

e.	Total US assets less petroleum inventory divided by total assets (must be over 90%) (c divided by d) (OR f.)	
f.	Total US assets less petroleum inventory (a minus b)	\$
g.	Two times the amount of required self-insurance	\$
h.	Total US assets less petroleum inventory minus two times the amount of required self-insurance (f minus g; must be positive)	\$

If using Test 2, fill in all line items. You may leave the line items in Test 1 blank.

Test II

1.	Current credit rating (BBB- stable or better from Standard and Poor's, Baa or better by Moody's, or commercial paper rate of A1, A2 or the equivalent) (Please attach a copy of the/your most recent rating letter)	
2.	Worldwide owner's equity minus intangible assets (i.e., tangible net worth) greater than \$20,000,000 plus two times the amount of required self-insurance	
a.	Worldwide owner's equity	\$
b.	Minus intangible assets	\$
c.	Total worldwide owner's equity minus intangible assets (i.e., tangible net worth) (a minus b)	\$
d.	Two times the amount of required self-insurance	\$
e.	\$20,000,000	\$ 20,000,000
f.	Two times the total amount of required self-insurance plus \$20,000,000 (d plus e)	\$
g.	Tangible net worth minus two times the amount of required self-insurance plus \$20,000,000 (c minus f)	\$
3.	United States assets, not including assets that are petroleum inventory that may be affected by an oil spill from a facility covered by the self-insurance, equal to or greater than 90 percent of total assets or at least two times the amount of required self-insurance.	
a.	Amount of total assets located in the United States (Please submit a separate auditor's statement to support this number if total assets located in the United States is a different value than total assets in the annual audited financial statements or Form 10K as filed with the United States Securities and Exchange Commission.)	\$
b.	Amount of petroleum inventory	\$
c.	Total US assets less petroleum inventory (a minus b)	\$
d.	Total assets	\$
e.	Total US assets less petroleum inventory divided by total assets (must be over 90%) (c divided by d) (OR f.)	
f.	Total US assets less petroleum inventory (a minus b)	\$
g.	Two times the amount of required self-insurance	\$
h.	Total US assets less petroleum inventory minus two times the amount of required self-insurance (f minus g; must be positive)	\$

Test 2 requires a certain credit rating, per WAC 173-187. You must include a copy of your credit rating as part of your application.

The dollar amount on line 2e is standard and does not change.

CFO Letter Agreement

I understand that Ecology must be notified of a significant change that affects our company's proof of financial responsibility within seven calendar days after becoming aware of such change. Significant changes include, but are not limited to:

- a change in ownership or operational control;
- a method of demonstrating financial responsibility will be terminated or any coverage thereunder will cease;
- the financial responsibility coverage amount must be changed or adjusted;
- our company fails to meet the self-insurance test criteria.

I hereby certify that the wording of this letter is identical to the wording provided in Ecology's Proof of Financial Responsibility Chief Financial Officer Letter Agreement Form on the date shown immediately below.

This should be signed by a representative of the owner/operator company submitting the application if using self-insurance, or a representative of the affiliate company if using a guarantee. This is a person with signature authority, such as a CFO, Vice President, or Treasurer.

If the signer is not verifiable through records such as audited financial statements, Secretary of State website or other means, their relationship to the company may need to be clarified via additional documentation.

Authorized Signature

Date

Print Name

Title

CFO Letter Agreement

This signature line may be left blank if there is only one representative signing the form.

Authorized Signature	Date
Print Name	
Title	

Submitting Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

The submitting party is the person submitting the COFR application. This must be consistent with the individual who signed the attestation and who was delegated in the Delegation of Authority Form (if applicable)

Responsible Party Information

Company Name:	
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Address:	
Phone Number:	Fax Number:
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If there is no delegation of authority form included in your COFR application packet, the responsible party and submitting party should be the **same individual**.

If a delegation of authority form was used, the responsible party should match the individual who signed the delegation form

CFO Letter Agreement

Important Information for CFO Letter Forms

The information provided in either Test 1 or 2 must be verifiable in the company's audited financial statements. Audited financial statements are **required** as part of your application when using a CFO Letter form for self-insurance or a guarantee. The COFR team will be reviewing these statements and comparing information from the consolidated balance sheet to what has been provided in the CFO Letter form. If a number listed in the CFO form is not found in the consolidated balance sheet, **then you must submit an affidavit** signed by the CFO/Treasurer/Auditor that affirms the provided value.

- Affidavits are commonly used to specify the value of the applicants' assets that are located in the United States, or the amount of worldwide petroleum inventory.
- Affidavits can also be used to specify areas in the audited financial statements, such as notes, where values used in Test 1 or Test 2 may be found.

If using self-insurance or a guarantee to prove financial responsibility, you will also be required to submit quarterly financial statements to Ecology's COFR team. These will be due within two calendar months after the quarter ends. If you used an affidavit in your original application, you must also include a signed affidavit with each quarter's submission.

Note: If a company's financial situation changes and they are no longer able to pass either Test 1 or Test 2, the COFR applicant must be prepared to meet the COFR requirements in WAC 173-187 using an alternative method of financial proof or the applicant will be out of compliance.



CFO Letter Agreement

Tip: If this CFO Letter form is used to support a guarantee, then the application must also include a standby trust.

Tip: Submitting Party and Responsible Party information must be consistent across all forms in an application.

Tip: If you have any questions about the COFR application process, please contact the Financial Responsibility Unit Team at COFR@ecy.wa.gov, or the Financial Responsibility Unit Supervisor, Diana Davis, at Diana.Davis@ECY.WA.GOV.

Financial responsibility for oil spills

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Guarantee Agreement



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Office Phone: (360) 407-7455
Fax: (360) 407-7288 or toll free 1-800-664-9184

Proof of Financial Responsibility Chapter 173-187 WAC

Guarantee Form

Date of guarantee:	
Period of coverage:	
Guarantor:	
Guarantor address:	
Guarantor state of incorporation:	
Principal (name of facility or vessel):	
Owner or operator name:	
Owner or operator address:	
Maximum guarantee amount:	

Recitals

1. Guarantor meets or exceeds the financial test criteria of WAC 173-187-220(6)(g)(i)(A) or (B), has provided the Chief Financial Officer Letter Agreement Form (ECY 070-755) or equivalent, and agrees to comply with the requirements for guarantors as specified in WAC 173-187-220(6)(c).

2. Choose an item: _____ owns or operates the following facility(ies) or vessel(s) covered by this Guarantee:

This Guarantee satisfies the requirements of Chapter 173-187 WAC for providing proof of financial responsibility for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State in the amount of _____

ECY 070-757

December 2024

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To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6831 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877-833-6341.

The date the guarantee was issued.

List how long the guarantee is issued for. It **must** cover the entire timeframe of the COFR certificate (two years).

The company whose financial information is backing the guarantee.

Address and state of incorporation (CA, WA, etc.) of guarantor company

The facility proving financial responsibility with this application.

The owner or operator and address of the facility proving financial responsibility with this application.

List the value of the guarantee.

Select from the dropdown options.

List all facilities/locations covered in the guarantee. Include addresses or other identifying information.

List the value of the guarantee.

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Guarantee Agreement

3. Incident to our business relationship with the Principal, Guarantor guarantees to Ecology and to any and all third parties that:

a. In the event that the Principal fails to provide alternate coverage within 60 calendar days after receipt of a notice of cancellation of this Guarantee and Ecology has determined or suspects that a release has occurred by a facility or vessel covered by this Guarantee, the Guarantor, upon instructions from Ecology, must fund a standby trust fund in accordance with the provisions of WAC 173-187-220 (6)(c)(vii), in an amount not to exceed the coverage limits specified above.

b. In the event that Ecology determines that the Principal has failed to pay for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State in accordance with Chapter 173-187 WAC, the Guarantor, upon written instructions from Ecology, must fund a standby trust fund in accordance with the provisions of WAC 173-187-220 (6)(c)(vii), 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 the financial test criteria of WAC 173-187-220 (6)(g)(i)(A) or (B), Guarantor must send notice of such failure by certified mail to the Principal. Termination of the Guarantee will become effective seven calendar days after notice has been submitted to Ecology.

5. Guarantor agrees to notify the Principal by certified mail of a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code, naming Guarantor as debtor, within 10 calendar 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 Principal pursuant to Chapter 173-187 WAC.

7. Guarantor agrees to remain bound under this Guarantee for so long as the Principal must comply with the applicable financial responsibility requirements of Chapter 173-187 WAC for the above-identified facility(ies) or vessel(ies), except that Guarantor may cancel this Guarantee by sending notice by certified mail to the Principal. Such cancellation to become effective no earlier than 60 calendar days after a notice of termination or cancellation has been submitted to Ecology.

8. The Guarantor's obligation does not apply to any of the following:

a. Any obligation of the Principal under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;

b. Bodily injury to an employee of the Principal arising from, and in the course of, employment by the Principal;

c. Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or

Tip: This portion of the form details requirements that must be met by the guarantee to be COFR compliant.

Tip: If a company is submitting their own financial information to prove financial responsibility, this is considered self-insurance and so should not use the guarantee form. If an affiliated company is self-insuring for the regulated company, it is considered a guarantee

Guarantee Agreement

watercraft other than bodily injury or property damage arising from a contract or agreement with a third-party entered into to meet the requirements of Chapter 173-187 WAC;

d. Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by the Principal;

e. Bodily damage or property damage for which the Principal 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 Chapter 173-187 WAC.

f. Legal defense costs of any kind.

9. Guarantor expressly waives notice of acceptance of this Guarantee by Ecology, by any or all third parties, or by the Principal.

I hereby certify that the wording of this Guarantee is identical to the wording provided in Ecology's Proof of Financial Responsibility Guarantee Agreement Form as such regulations were constituted on the effective date shown immediately below.

Effective date:

Fill out the date the guarantee begins.

This must be signed by a representative of the parent company providing the guarantee. This is a person with signature authority, such as a CEO, Vice President, Treasurer, or Binding Agreement signatory.

If the signer is not verifiable through records such as audited financial statements, Secretary of State website or other means, their relationship to the company may need to be clarified via additional documentation.

Guarantor authorized signature

Date

Print Name

Title

Guarantee Agreement

Notary authorized signature		Date
Print Name		
Title		

Submitting Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

Responsible Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

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This signature line is required and must be signed by a public notary.

The submitting party is the person submitting the COFR application. This must be consistent with the individual who signed the attestation and who was delegated in the Delegation of Authority Form (if applicable)

If there is no delegation of authority form included in your COFR application packet, the responsible party and submitting party should be the **same individual**.

If a delegation of authority form was used, the responsible party should match the individual who signed the delegation form

Guarantee Agreement

Tip: A guarantee must be accompanied by the CFO Letter Form (or equivalent, demonstrating the affiliated company passes the financial test), **AND** a standby trust must be created.

Tip: Submitting Party and Responsible Party information must be consistent across all forms in an application.

Tip: If you have any questions about the COFR application process, please contact the Financial Responsibility Unit Team at COFR@ecy.wa.gov, or the Financial Responsibility Unit Supervisor, Diana Davis, at Diana.Davis@ECY.WA.GOV.

Financial responsibility for oil spills

We require owners and operators of oil-handling onshore facilities, offshore facilities, and covered vessels – including tank vessels, barges and commercial cargo/fishing/passenger vessels – to demonstrate financial responsibility. This means Ecology requires these regulated entities to provide proof that they are able to pay for the costs and damages of a spill, up to a specified amount.

I want to...

- See financial responsibility amounts for vessels and facilities
- Learn how to submit my Certificate of Financial Responsibility (COFR) application
- Find COFR application information documents, including instructions and publications that may be used to document proof of financial responsibility

What is financial responsibility?

Financial responsibility requirements are different than the concept of "limit of liability." It is important to understand that this rule's levels refer to the proof or demonstration that a responsible party is able to pay for the costs and damages of a spill up to a specified amount. Typically, financial responsibility is evidenced by an insurance policy or protection and indemnity (P&I) club documents,

Looking for additional COFR guidance? General COFR information, blank forms, instructional documents and videos for submitting your application, and more, can be found on our website.

<https://ecology.wa.gov/regulations-permits/guidance-technical-assistance/financial-responsibility-for-oil-spills>

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Standby Trust Agreement



Washington State
Department of Ecology
Spill Prevention, Preparedness, and Response Program
P.O. Box 47600, Olympia, WA 98504-7600
Office Phone: (360) 407-7455
Fax: (360) 407-7288 or toll free 1-800-664-9184

Proof of Financial Responsibility Chapter 173-187 WAC

Standby Trust Agreement Form

Standby Trust Agreement, the "Agreement," entered into as of and by and between:

Date of standby trust agreement:	
Name of corporate trustee (Trustee):	
Trustee address:	
Facility or vessel name (Grantor):	
Grantor state of incorporation:	
Grantor organization type:	
Owner or operator name:	
Owner or operator address:	

Whereas, the Department of Ecology, "Ecology," an agency of the state of Washington, has established certain regulations applicable to the grantor, requiring that an owner or operator of regulated facilities and vessels prove they have financial responsibility for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State. The Grantor owns or operates the following facility(ies) or vessel(s) covered by this Agreement:

--

The date the trust was issued.

The bank or company providing the trust.

The address of the bank or company providing the trust.

The facility/company proving financial responsibility with this application.

State of company incorporation (CA, WA, etc.).

Type of company organization (LLC, etc.).

The owner or operator of the facility proving financial responsibility with this application. List the address as well.

List all facilities/locations covered in the standby trust. Include addresses or other identifying information.

Standby Trust Agreement

Whereas, the Grantor has elected to establish to provide all or part of such proof of financial responsibility for the facility(ies) or vessel(s) identified herein and is required to establish a standby trust fund, the "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:

(1) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(2) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of the Financial Responsibility Mechanism.

This Agreement pertains to the , from which the fund is established to receive payments.

Section 3. Establishment of Fund.

The Grantor and the Trustee hereby establish a standby trust fund for the benefit of Ecology. The Grantor and the Trustee intend that no third party have access to the fund except as herein provided. The fund is established initially as a standby to receive payments and does not consist of any property. Payments made by the provider of financial assurance pursuant to Ecology's 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 must be held by the Trustee, IN TRUST, as thereinafter provided. The Trustee is not responsible, nor does it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor as provider of proof of financial responsibility, any payments necessary to discharge any liability of the Grantor established by Ecology.

Select from the dropdown options. This should align with what method of financial responsibility demonstrated in your application that this standby trust is supporting

Select from the dropdown options. This should align with what method of financial responsibility demonstrated in your application that this standby trust is supporting

Standby Trust Agreement

Section 4. Payment for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State.

The trustee must make payments from the fund as Ecology directs, in writing, to provide for the payment of costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State arising from operating the facility(ies) or vessel(s) covered by the proof of financial responsibility mechanism identified in this Agreement.

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

- (a) Any obligation of the Grantor under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of the Grantor arising from, and in the course of, employment by the Grantor;
- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft other than bodily injury or property damage arising from a contract or agreement with a third-party entered into to meet the requirements of Chapter 173-187 WAC;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by the Grantor that is not the direct result of oil pollution claims and the unlawful discharge of oil caused by an oil spill;
- (e) Bodily injury or property damage for which the Grantor 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 Chapter 173-187 WAC.
- (f) Legal defense costs of any kind.

The Trustee must reimburse the Grantor, or other persons as specified by Ecology, from the fund in such amounts as Ecology directs in writing for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State. In addition, the Trustee must refund to the Grantor such amounts as Ecology specifies in writing. Upon refund, such funds no longer constitute part of the fund as defined herein.

Section 5. Payments Comprising the Fund.

Payments made to the Trustee for the fund must consist of cash and securities acceptable to the Trustee.

Tip: This portion of the form continues to detail requirements that must be met by the standby trust to be COFR compliant.

Standby Trust Agreement

Section 6. Trustee Management.

The Trustee must 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 must discharge their 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 [facility(ies) or vessel(s)], or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(1), must 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. 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 must 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

Tip: There is no information to fill in on this page of the form.

Standby Trust Agreement

directly by the Grantor, and all other proper charges and disbursements of the Trustee must 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 is fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 10. Trustee Compensation.

The Trustee is 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 is not effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee has the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee must 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 must 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 calendar days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section must be paid as provided in Section 8.

Tip: There is no information to fill in on this page of the form.

Section 12. Instructions to the Trustee.

All orders, requests, and instructions by the Grantor to the Trustee must be in writing. The Trustee is fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by Ecology to the Trustee must be in writing, signed by Ecology, and the Trustee must act and is fully protected in acting in accordance with such orders, requests, and instructions. The Trustee has 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 Ecology, hereunder has occurred. The Trustee has no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or Ecology, except as provided for herein.

Standby Trust Agreement

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 Ecology, 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 is irrevocable and continues until terminated at the written direction of the Grantor and the Trustee, or by the Trustee and Ecology, if the Grantor ceases to exist. Upon termination of the trust, all remaining trust property, less final trust administration expenses, must be delivered to the Grantor.

Section 15. Immunity and Indemnification.

The Trustee does 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 Ecology, issued in accordance with this agreement. The Trustee is 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 must be administered, construed, and enforced according to the laws of the state of Washington, 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 does 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 parties below certify that the wording of this Agreement is identical to the wording provided in Ecology's Proof of Financial Responsibility Standby Trust Agreement as such regulations were constituted on the date written above.

Tip: There is no information to fill in on this page of the form.

Standby Trust Agreement

Signature of Grantor	Date
Print Name	
Title	

This should be signed by a representative of the owner/operator company submitting the application. This is a person with signature authority, such as a CEO, Vice President, Treasurer, or Binding Agreement signatory.

Signature of Trustee	Date
Print Name	
Title	Seal

The form must be signed by a representative of the company/bank providing the standby trust. If there is no seal to include, list N/A.

Standby Trust Agreement

Signature of Witness

Date

Print Name

The form must include the signature of a witness. If there is no seal to include, list N/A.

Title

Seal

Standby Trust Agreement form, page

Standby Trust Agreement

Submitting Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

Responsible Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

The submitting party is the person submitting the COFR application. This must be consistent with the individual who signed the attestation and who was delegated in the Delegation of Authority Form (if applicable)

If there is no delegation of authority form included in your COFR application packet, the responsible party and submitting party should be the **same individual**.

If a delegation of authority form was used, the responsible party should match the individual who signed the delegation form

Standby Trust Agreement

Tip: Standby trusts are required for applications that use surety bonds, guarantees, letters of credit, or certificates of deposit to prove financial responsibility.

Tip: Submitting Party and Responsible Party information must be consistent across all forms in an application.

Tip: If you have any questions about the COFR application process, please contact the Financial Responsibility Unit Team at COFR@ecy.wa.gov, or the Financial Responsibility Unit Supervisor, Diana Davis, at Diana.Davis@ECY.WA.GOV.

Financial responsibility for oil spills

We require owners and operators of oil-handling onshore facilities, offshore facilities, and covered vessels – including tank vessels, barges and commercial cargo/fishing/passenger vessels – to demonstrate financial responsibility. This means Ecology requires these regulated entities to provide proof that they are able to pay for the costs and damages of a spill, up to a specified amount.

I want to...

- See financial responsibility amounts for vessels and facilities
- Learn how to submit my Certificate of Financial Responsibility (COFR) application
- Find COFR application information documents, including instructions and publications that may be used to document proof of financial responsibility

What is financial responsibility?

Financial responsibility requirements are different than the concept of "limit of liability." It is important to understand that this rule's levels refer to the proof or demonstration that a responsible party is able to pay for the costs and damages of a spill up to a specified amount. Typically, financial responsibility is evidenced by an insurance policy or protection and indemnity (P&I) club documents,

Looking for additional COFR guidance? General COFR information, blank forms, instructional documents and videos for submitting your application, and more, can be found on our website.

<https://ecology.wa.gov/regulations-permits/guidance-technical-assistance/financial-responsibility-for-oil-spills>

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Surety Bond



Washington State
Department of Ecology
Spill Prevention, Preparedness, and Response Program
P.O. Box 47600, Olympia, WA 98504-7600
Office Phone: (360) 407-7455
Fax: (360) 407-7288 or toll free 1-800-664-9184

Proof of Financial Responsibility Chapter 173-187 WAC

Surety Bond Form

Date bond executed:	
Period of coverage:	
Principal (name of facility or vessel):	
Type of organization: Choose an item	
Surety(ies):	
Penal sums of bond:	
Surety's bond number:	

We, the Principal and the Surety, are firmly bound to the Washington State Department of Ecology (Ecology), 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 is the full amount of the penal sums.

The following facility(ies) or vessel(s) are covered by this surety bond. Coverage guaranteed by the bond is for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State.¹

Whereas said Principal is required under the Washington Administrative Code for Financial Responsibility, as amended, and Chapter 88.40 RCW to prove financial responsibility for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State; [if coverage is different for different locations

¹ Enter each facility or vessel, including identifying description, VIN, or official number/International Maritime Organization (IMO) and the name(s) and address(es) of the facility(ies) or vessels

The date the bond was issued.

List how long the bond is issued for. The bond **must** cover the entire timeframe of the COFR certificate (two years).

The owner/operator company submitting the application

Select an organization type from the dropdown menu.

The company providing the surety bond.

List the amount issued on the surety bond.

List the identifying number of the surety bond.

List all facilities/locations covered in the surety bond. Include addresses or other identifying information.

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Surety Bond

or vessels, indicate the type of coverage applicable to location or vessel] arising from operating the facility(ies) or vessel(s) identified above; and

Whereas said Principal must establish a standby trust fund as is required when a surety bond is used to provide such proof of financial responsibility;

Such obligation does not apply to any of the following:

(1) Any obligation of the Principal under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;

(2) Bodily injury to an employee of the Principal arising from, and in the course of, employment by the Principal;

(3) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft other than bodily injury or property damage arising from a contract or agreement with a third-party entered into to meet the requirements of Chapter 173-187 WAC;

(4) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by the Principal;

(5) Bodily injury or property damage for which the Principal 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 Chapter 173-187 WAC;

(6) Legal defense costs of any kind.

The Surety(ies) become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by Ecology that the Principal has failed to pay for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State, in accordance with Chapter 173-187 WAC and Ecology's instructions as guaranteed by this bond, the Surety(ies) must place funds in an amount up to the annual aggregate penal sum into the standby trust fund as directed by Ecology under WAC 173-187-220(6)(b)(v).

Upon notification by Ecology that the Principal has failed to provide alternate proof of financial responsibility within 60 calendar days after the date the notice of cancellation is received by the Principal from the Surety(ies) and that Ecology has determined or suspects that a release has occurred, the Surety(ies) must place funds in an amount not exceeding the annual aggregate penal sum into the standby trust fund as directed by Ecology under WAC 173-187-220 (6)(b)(v).

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

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

The term of this bond is Choose an item . If the bond is automatically renewed, it will be extended for a period of Choose an item on the expiration date, and on each successive expiration date, unless we notify the principal by certified mail that we have decided not to extend this bond beyond the current expiration date. The Surety(ies) may cancel the

Tip: All line items on the form must be filled in.

Select the term of the bond from the dropdown menu.

How long is the bond renewed for? If bond is continuous, list "N/A".

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Surety Bond

bond by sending notice of cancellation by certified mail to the principal. Such cancellation will become effective no earlier than 60 calendar days after a notice of cancellation has been submitted to Ecology

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

In witness thereof, 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 provided in Ecology's Proof of Financial Responsibility Surety Bond Form as such regulations were constituted on the date this bond was executed.

Principal

Authorized Signature

Date

Print Name

Title

Second Signatory if needed

Authorized Signature

Date

Print Name

Title

This should be signed by a representative of the Principal (the owner/operator company submitting the application). This is a person with signature authority, such as a CEO, Vice President, Treasurer, or Binding Agreement signatory.

This signature line may be left blank if there is only one Principal representative signing the form.

Surety Bond

Corporate Surety(ies)

Contact Signature:	
Contact Name:	
Company Name:	
Liability Limit (\$):	
Bond premium (\$):	
Corporate Seal:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

[For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for surety above.]

Contact Signature:	
Contact Name:	
Company Name:	
Liability Limit (\$):	
Bond premium (\$):	
Corporate Seal:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

The form must be signed by a representative of the Surety (the company providing the bond). They must include all information regarding the limit, premium, and contact information.

This signature line may be left blank if there is only one Surety representative signing the form.

Tip: It can be helpful to submit any supporting documentation for the standby trust as part of your application to help verify surety contacts.

Surety Bond

Submitting Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

Responsible Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

The submitting party is the person submitting the COFR application. This must be consistent with the individual who signed the attestation and who was delegated in the Delegation of Authority Form (if applicable)

If there is no delegation of authority form included in your COFR application packet, the responsible party and submitting party should be the **same individual**.

If a delegation of authority form was used, the responsible party should match the individual who signed the delegation form

Surety Bond

Tip: A surety bond must be accompanied by the creation of a standby trust. A Standby Trust Form (or equivalent) must be submitted as part of the application.

Tip: Submitting Party and Responsible Party information must be consistent across all forms in an application.

Tip: If you have any questions about the COFR application process, please contact the Financial Responsibility Unit Team at COFR@ecy.wa.gov, or the Financial Responsibility Unit Supervisor, Diana Davis, at Diana.Davis@ECY.WA.GOV.

Financial responsibility for oil spills

We require owners and operators of oil-handling onshore facilities, offshore facilities, and covered vessels – including tank vessels, barges and commercial cargo/fishing/passenger vessels – to demonstrate financial responsibility. This means Ecology requires these regulated entities to provide proof that they are able to pay for the costs and damages of a spill, up to a specified amount.

I want to...

- See financial responsibility amounts for vessels and facilities
- Learn how to submit my Certificate of Financial Responsibility (COFR) application
- Find COFR application information documents, including instructions and publications that may be used to document proof of financial responsibility

What is financial responsibility?

Financial responsibility requirements are different than the concept of "limit of liability." It is important to understand that this rule's levels refer to the proof or demonstration that a responsible party is able to pay for the costs and damages of a spill up to a specified amount. Typically, financial responsibility is evidenced by an insurance policy or protection and indemnity (P&I) club documents,

Looking for additional COFR guidance? General COFR information, blank forms, instructional documents and videos for submitting your application, and more, can be found on our website.

<https://ecology.wa.gov/regulations-permits/guidance-technical-assistance/financial-responsibility-for-oil-spills>

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Letter of Credit



Washington State
Department of Ecology
Spill Prevention, Preparedness, and Response Program
P.O. Box 47600, Olympia, WA 98504-7600
Office Phone: (360) 407-7455
Fax: (360) 407-7288 or toll free 1-800-664-9184

Proof of Financial Responsibility Chapter 173-187 WAC

Letter of Credit Form

Letter of credit effective date:	
Effective period of coverage:	
Letter of credit number:	
Issuing institution name:	
Issuing institution address:	
Borrower (name of facility or vessel):	
Owner or operator name:	
Owner or operator address:	
Letter of credit maximum amount:	

We hereby establish this Letter of Credit, to be irrevocable in favor of the state of Washington, at the request and for the account of the above named owner or operator. The Letter of Credit must be subject to and be governed by the laws of the state of Washington. The Letter of Credit must be available upon presentation of:

- (1) Your signed draft, bearing reference to this Letter of Credit; and
- (2) Your signed and dated statement reading as follows: "I certify that the amount contained in the draft is payable pursuant to regulations issued under authority of Chapter 88.40 RCW, Transport of Petroleum Products – Financial Responsibility, as amended."
- (3) This letter of credit may be drawn on to cover the costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State arising from operating the facility(ies) or vessel(s) identified below:

The date the letter of credit was issued.

List how long the letter of credit is issued for. It **must** cover the entire timeframe of the COFR certificate (two years).

The number issued to the letter of credit.

The bank or company backing the letter of credit.

Address of bank or company backing the letter of credit.

The facility proving financial responsibility with this application.

The owner or operator and address of the facility proving financial responsibility with this application.

List the amount issued on the letter of credit.

List all facilities/locations covered in the Letter of Credit. Include addresses or other identifying information.

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Letter of Credit

The maximum amount, annual aggregate amount, and amount per occurrence are:

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

- (a) Any obligation of the Borrower under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of the Borrower arising from, and in the course of, employment by the Borrower;
- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft other than bodily injury or property damage arising from a contract or agreement with a third-party entered into to meet the requirements of Chapter 173-187 WAC;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by the Borrower;
- (e) Bodily injury or property damage for which the Borrower 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 Chapter 173-187 WAC;

(f) Legal defense costs of any kind.

(4) This letter of credit is automatically extended for a period of (enter number of years) on the expiration date, and on each successive expiration date, unless we notify the Borrower 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 is available upon presentation of your signed draft for 90 calendar 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 must duly honor the terms of the draft, and we must deposit the amount contained in the draft directly into the standby trust fund of the owner or operator in accordance with your instructions.

We certify that the wording of this letter of credit is identical to the wording provided in Ecology's Proof of Financial Responsibility Letter of Credit Agreement as such regulations were constituted on the date shown immediately below.

Date:

List the amount issued on the letter of credit.

List how long the letter of credit is extended automatically.

The date this form was completed and signed.

Letter of Credit

Signature(s) and title(s) of official(s) of issuing institution

Authorized Signature	Date
Print Name	
Title	

The form must be signed by a representative of the company/bank providing the letter of credit.

Authorized Signature	Date
Print Name	
Title	

This signature line may be left blank if there is only one issuing representative signing the form.

This credit is subject to

Choose an item:

Submitting Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

The submitting party is the person submitting the COFR application. This must be consistent with the individual who signed the attestation and who was delegated in the Delegation of Authority Form (if applicable)

Responsible Party Information

Company Name:	
Contact Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

If there is no delegation of authority form included in your COFR application packet, the responsible party and submitting party should be the **same individual**.

If a delegation of authority form was used, the responsible party should match the individual who signed the delegation form

Letter of Credit

Tip: A letter of credit must be accompanied by the creation of a standby trust. A Standby Trust Form (or equivalent) must be submitted as part of the application.

Tip: Submitting Party and Responsible Party information must be consistent across all forms in an application.

Tip: If you have any questions about the COFR application process, please contact the Financial Responsibility Unit Team at COFR@ecy.wa.gov, or the Financial Responsibility Unit Supervisor, Diana Davis, at Diana.Davis@ECY.WA.GOV.

Financial responsibility for oil spills

We require owners and operators of oil-handling onshore facilities, offshore facilities, and covered vessels – including tank vessels, barges and commercial cargo/fishing/passenger vessels – to demonstrate financial responsibility. This means Ecology requires these regulated entities to provide proof that they are able to pay for the costs and damages of a spill, up to a specified amount.

I want to...

- See financial responsibility amounts for vessels and facilities
- Learn how to submit my Certificate of Financial Responsibility (COFR) application
- Find COFR application information documents, including instructions and publications that may be used to document proof of financial responsibility

What is financial responsibility?

Financial responsibility requirements are different than the concept of "limit of liability." It is important to understand that this rule's levels refer to the proof or demonstration that a responsible party is able to pay for the costs and damages of a spill up to a specified amount. Typically, financial responsibility is evidenced by an insurance policy or protection and indemnity (P&I) club documents,

Looking for additional COFR guidance? General COFR information, blank forms, instructional documents and videos for submitting your application, and more, can be found on our website.

<https://ecology.wa.gov/regulations-permits/guidance-technical-assistance/financial-responsibility-for-oil-spills>

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Certificate of Deposit (CD)



Washington State
Department of Ecology
Spill Prevention, Preparedness, and Response Program
P.O. Box 47600, Olympia, WA 98504-7600
Office Phone: (360) 407-7455
Fax: (360) 407-7288 or toll free 1-800-664-9184

Proof of Financial Responsibility Chapter 173-187 WAC

Certificate of Deposit Form

Date of Certificate of Deposit:	
Maturity Date:	
Certificate of Deposit number:	
Issuing institution name:	
Issuing institution address:	
Purchaser (name of facility or vessel):	
Owner or operator name:	
Owner or operator address:	
Certificate of Deposit amount:	

We hereby establish this Certificate of Deposit, which must be irrevocable in favor of the state of Washington, at the request and for the account of the above-named owner or operator. We certify that the amount of the certificate is payable pursuant to regulations issued under authority of Chapter 88.40 RCW, Transport of Petroleum Products – Financial Responsibility, as amended. The issuing institution meets the following criteria:

- (a) Financial institution has the authority to hold a certificate of deposit;
- (b) Regulated and examined by state and federal banking agencies;
- (c) Member of the Federal Deposit Insurance Corporation or National Credit Union Administration.

This certificate of deposit may be drawn on to cover the costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State arising from operating the facility(ies) or vessel(s) identified below:

The date the certificate of deposit (CD) was issued.

The date the CD matures.

The number issued to the CD.

The bank or company backing the CD.

Address of bank or company backing the CD.

The facility proving financial responsibility with this application.

The owner or operator of the facility proving financial responsibility with this application. List the address as well.

List the amount issued on the CD.

Certificate of Deposit (CD)

The certificate of deposit may not be used as collateral or be drawn on to cover any of the following:

- (a) Any obligation of the Purchaser under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of the Purchaser arising from, and in the course of, employment by the Purchaser;
- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft other than bodily injury or property damage arising from a contract or agreement with a third-party entered into to meet the requirements of Chapter 173-187 WAC;
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by the Purchaser;
- (e) Bodily injury or property damage for which the Purchaser 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 Chapter 173-187 WAC.
- (f) Legal defense costs of any kind.

In the event that Ecology determines that the Purchaser has failed to pay for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State in accordance with Chapter 173-187 WAC, the amount of the certificate of deposit must be deposited by the issuing institution directly into the standby trust fund of the owner or operator in accordance with written instructions from Ecology.

This certificate of deposit is automatically extended for a period of (enter number of years) on the maturity date, and on each successive maturity date. This certificate of deposit cannot be cancelled or terminated unless there is written agreement by the purchaser, the issuing institution, and the state of Washington.

We certify that the wording of this certificate of deposit is identical to the wording provided in Ecology's Proof of Financial Responsibility Certificate of Deposit Agreement as such regulations were constituted on the date shown immediately below.

List all facilities/locations covered in the CD. Include addresses or other identifying information.

Tip: This portion of the form details requirements that must be met by the certificate of deposit to be COFR compliant.

List how long the CD is extended automatically.

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Certificate of Deposit (CD)

Date:

Signature(s) and title(s) of official(s) of issuing institution

The date this form was completed and signed.

Authorized Signature

Date

The form must be signed by a representative of the company/bank providing the certificate of deposit.

Print Name

Title

This signature line may be left blank if there is only one issuing representative signing the form.

Authorized Signature

Date

Print Name

Title

The submitting party is the person submitting the COFR application. This must be consistent with the individual who signed the attestation and who was delegated in the Delegation of Authority Form (if applicable)

Submitting Party Information

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

Email:

Website:

Responsible Party Information

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

Email:

Website:

If there is no delegation of authority form included in your COFR application packet, the responsible party and submitting party should be the **same individual**.

If a delegation of authority form was used, the responsible party should match the individual who signed the delegation form

Certificate of Deposit

Tip: A certificate of deposit must be accompanied by the creation of a standby trust. A Standby Trust Form (or equivalent) must be submitted as part of the application.

Tip: Submitting Party and Responsible Party information must be consistent across all forms in an application.

Tip: If you have any questions about the COFR application process, please contact the Financial Responsibility Unit Team at COFR@ecy.wa.gov, or the Financial Responsibility Unit Supervisor, Diana Davis, at Diana.Davis@ECY.WA.GOV.

Financial responsibility for oil spills

We require owners and operators of oil-handling onshore facilities, offshore facilities, and covered vessels – including tank vessels, barges and commercial cargo/fishing/passenger vessels – to demonstrate financial responsibility. This means Ecology requires these regulated entities to provide proof that they are able to pay for the costs and damages of a spill, up to a specified amount.

I want to...

- See financial responsibility amounts for vessels and facilities
- Learn how to submit my Certificate of Financial Responsibility (COFR) application
- Find COFR application information documents, including instructions and publications that may be used to document proof of financial responsibility

What is financial responsibility?

Financial responsibility requirements are different than the concept of "limit of liability." It is important to understand that this rule's levels refer to the proof or demonstration that a responsible party is able to pay for the costs and damages of a spill up to a specified amount. Typically, financial responsibility is evidenced by an insurance policy or protection and indemnity (P&I) club documents,

Looking for additional COFR guidance? General COFR information, blank forms, instructional documents and videos for submitting your application, and more, can be found on our website.

<https://ecology.wa.gov/regulations-permits/guidance-technical-assistance/financial-responsibility-for-oil-spills>

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Certificate From Another State



Washington State
Department of Ecology
Spill Prevention, Preparedness, and Response Program
P.O. Box 47600, Olympia, WA 98504-7600
Office Phone: (360) 407-7455
Fax: (360) 407-7288 or toll free 1-800-664-9184

Proof of Financial Responsibility Chapter 173-187 WAC

Certificate from Another State Form

Other state certificate number:	
Effective date of certificate from another state:	
Expiration date of certificate from another state:	
Issuing state for other certificate:	
Underlying type of proof of financial responsibility for other state: Choose an item	
Amount of financial responsibility demonstrated to other state:	
Covered facility or vessel name:	
Owner or operator name:	
Owner or operator address:	

The above-named owner or operator attests that they comply with Washington State financial responsibility requirements as specified in WAC 173-187-220 (6)(f) with a certificate evidencing compliance with the requirements of another state's financial responsibility requirements or federal financial responsibility requirements, which meet or exceed the Washington State requirements.

This Washington State proof of financial responsibility instrument, in the amount of _____, may be drawn on to cover the costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State arising from operating the facility(ies) or vessel(s) identified below:

The number issued to the certificate.

The date the certificate was issued.

The date the certificate expires.

State the certificate comes from (CA, AK, etc.).

Select from the dropdown options.

List the amount issued on the certificate.

The facility proving financial responsibility with this application.

The owner or operator of the facility proving financial responsibility with this application. List the address as well.

List the amount issued on the certificate.

Certificate From Another State

The financial instrument that provides proof of financial responsibility for the other state or federal certificate is Choose an item. The supporting documentation for this financial instrument is attached to the covered facility's or vessel's Washington State certificate of financial responsibility application and must provide coverage to, and specifically denote, Washington State as a beneficiary of the financial instrument. The owner or operator must establish a standby trust fund when the proof of financial responsibility instrument is a surety bond, guarantee, letter of credit, or certificate of deposit.

In the event that Ecology determines that the covered facility(ies) or vessel(s) has failed to pay for costs and damages of oil pollution claims and the unlawful discharge of oil caused by an oil spill to the navigable waters of Washington State in accordance with Chapter 173-187 WAC, the proof of financial responsibility instrument must be liquidated and, when required, must fund a standby trust fund in accordance with the provisions of WAC 173-187-220 (6)(c)(vii), in an amount not to exceed the coverage limits specified above.

The owner or operator must notify Ecology within seven calendar days if the other state or federal certificate is cancelled or revoked and must submit an application for a new Washington State certificate of financial responsibility within seven calendar days of the cancellation or revocation of the other state or federal certificate.

If Ecology determines or suspects that a release has occurred in Washington by a facility or vessel covered by this proof of financial responsibility, the underlying financial instrument may be liquidated upon Ecology's written instructions and, when required, must fund a standby trust fund in accordance with the provisions of WAC 173-187-220 (6)(c)(vii), in an amount not to exceed the coverage limits specified above.

The funds designated for Washington State proof of financial responsibility may not be used for any of the following:

List all facilities/locations covered in the certificate from another state. Include addresses or other identifying information.

Select from the dropdown options.

Certificate From Another State

- a. Any obligation of the covered facility or vessel under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- b. Bodily injury to an employee of the covered facility or vessel arising from, and in the course of, employment by the covered facility or vessel;
- c. Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft other than bodily injury or property damage arising from a contract or agreement with a third-party entered into to meet the requirements of Chapter 173-187 WAC;
- d. Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by the covered facility or vessel;
- e. Bodily damage or property damage for which the covered facility or vessel 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 Chapter 173-187 WAC.
- f. Legal defense costs of any kind.

When self-insurance is used as the proof of financial responsibility for the other state or federal certificate, the facility or vessel owner or operator must attach their most recent 10-K form or audited annual financial statements when they submit their Washington State application. Thereafter, each quarter they must submit their form 10-Q within two calendar months after the quarter ends and their 10-K form or audited annual financial statements within four calendar months after their fiscal year ends. All annual audited financial statements, form 10-K, and form 10-Q submissions must be accompanied by a statement by the certified public accountant who prepared the forms that verifies the value of the assets located in the United States.

I hereby certify that the wording of this agreement is identical to the wording provided in Ecology's Proof of Financial Responsibility Certificate from Another State Form as such regulations were constituted on the effective date shown immediately below.

Tip: This portion of the form continues to detail requirements that must be met by the certificate from another state to be COFR compliant.

Certificate From Another State

Signature of owner or operator	Date
Print Name	
Title	

This should be signed by a representative of the owner/operator company submitting the application. This is a person with signature authority, such as a CEO, Vice President, Treasurer, or Binding Agreement signatory.

Submitting Party Information

Contact Name:	
Company Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

The submitting party is the person submitting the COFR application. This must be consistent with the individual who signed the attestation and who was delegated in the Delegation of Authority Form (if applicable)

Responsible Party Information

Contact Name:	
Company Name:	
Address:	
Phone Number:	Fax Number:
Email:	Website:

If there is no delegation of authority form included in your COFR application packet, the responsible party and submitting party should be the **same individual**.

If a delegation of authority form was used, the responsible party should match the individual who signed the delegation form

Certificate From Another State

Tip: All supporting documents from your application from another state's COFR program must be included in your WA COFR application.

Tip: Submitting Party and Responsible Party information must be consistent across all forms in an application.

Tip: If you have any questions about the COFR application process, please contact the Financial Responsibility Unit Team at COFR@ecy.wa.gov, or the Financial Responsibility Unit Supervisor, Diana Davis, at Diana.Davis@ECY.WA.GOV.

Financial responsibility for oil spills

We require owners and operators of oil-handling onshore facilities, offshore facilities, and covered vessels – including tank vessels, barges and commercial cargo/fishing/passenger vessels – to demonstrate financial responsibility. This means Ecology requires these regulated entities to provide proof that they are able to pay for the costs and damages of a spill, up to a specified amount.

I want to...

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What is financial responsibility?

Financial responsibility requirements are different than the concept of "limit of liability." It is important to understand that this rule's levels refer to the proof or demonstration that a responsible party is able to pay for the costs and damages of a spill up to a specified amount. Typically, financial responsibility is evidenced by an insurance policy or protection and indemnity (P&I) club documents,

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<https://ecology.wa.gov/regulations-permits/guidance-technical-assistance/financial-responsibility-for-oil-spills>

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