

TITLE 35: ENVIRONMENTAL PROTECTION
SUBTITLE G: WASTE DISPOSAL
CHAPTER I: POLLUTION CONTROL BOARD
SUBCHAPTER I: SOLID WASTE AND SPECIAL WASTE HAULING

PART 807
SOLID WASTE

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AUTHORITY: Implementing Sections 5, 21.1 and 22 and authorized by Section 27 of the Environmental Protection Act [415 ILCS 5/5, 21.1, 22, and 27].

SOURCE: Adopted as an emergency rule and filed with the Secretary of State July 27, 1973; amended at 2 Ill. Reg. 16, p. 3, effective April 10, 1978; codified at 7 Ill. Reg. 13636; recodified from Subchapter h to Subchapter i at 8 Ill. Reg. 13198; emergency amendment in R84-22A at 9 Ill. Reg. 741, effective January 3, 1985, for a maximum of 150 days; amended in R84-22B at 9 Ill. Reg. 6722, effective April 29, 1985; amended in R84-22C at 9 Ill. Reg. 18942, effective November 25, 1985; amended in R84-45 at 12 Ill. Reg. 15566, effective September 14, 1988; amended in R88-7 at 14 Ill. Reg. 15832, effective September 18, 1990; emergency amendment in R93-25 at 17 Ill. Reg. 17268, effective September 24, 1993, for a maximum of 150 days; amended in R90-26 at 18 Ill. Reg. 12451, effective August 1, 1994; amended in R96-1 at 20 Ill. Reg. 12549, effective August 15, 1996; amended in R10-9 at 35 Ill. Reg. 10784, effective June 22, 2011.

NOTE: Capitalization denotes statutory language.

SUBPART A: GENERAL PROVISIONS

Section 807.101 Authority, Policy and Purposes

Pursuant to the authority contained in Sections 5, 22 and 27 of the Environmental Protection Act, (Ill. Rev. Stat. 1981, ch. 111 1/2, pars. 1001, et seq., "the Act") and consistent with the policy and purposes expressed in Section 20 (Ill. Rev. Stat. 1981, ch. 111 1/2, par. 1020) thereof, the Pollution Control Board ("the Board") adopts the following Rules and Regulations.

Section 807.102 Repeals

These rules and regulations replace and supersede Rules and Regulations for Refuse Disposal Sites and Facilities, adopted by the Illinois Department of Public Health on March 22, 1966 and continuing in effect pursuant to Section 49(c) of the Act "UNTIL REPEALED, AMENDED OR SUPERSEDED BY REGULATIONS UNDER THIS ACT," (Ill. Rev. Stat. 1981, ch. 111 1/2, par. 1049(c)) except that any proceeding arising from any occurrence happening prior to the applicable provision of these rules and regulations shall be governed by the above described Rules.

Section 807.103 Severability

If any provision of these regulations or the application thereof to any person or in any circumstance is adjudged invalid, such adjudication shall not affect the validity of these Regulations as a whole or of any part thereof not adjudged invalid.

Section 807.104 Definitions

Except as hereinafter stated, and unless a different meaning of a word or term is clear from its context, the definitions of words or terms as are used in this Part shall be the same as those used in the Environmental Protection Act.

"Abandonment" means the failure to initiate closure within 30 days after receipt of the "final volume of waste".

"Bedrock" means the solid rock exposed at the surface of the earth or overlain by unconsolidated material.

"Cell" means compacted refuse completely enclosed by cover material.

"Compaction" means the reduction of volume of material under load.

Compaction is a "treatment".

"Cover material" means soil or other material that is used to cover compacted solid waste in a sanitary landfill and that is free of objects that would hinder compaction and free of content that would be conducive to vector harborage, feeding or breeding.

"Development" means construction or installation of a unit.

"Disposal" means the discharge, deposit, injection, dumping, spilling, leaking or placing of any waste into or on any land or water or into any well so that such waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. As used in this Part, "disposal" includes methods of storage or treatment in which there is no certain plan to remove wastes or waste residues from the storage or treatment unit to another unit for ultimate disposal.

"Facility", as used in this Part, means the same thing as "unit".

"Final volume of waste" means the last quantity of waste received by the operator at the site. A quantity of waste is assumed to be the final volume if the operator receives no additional waste within 30 days after receiving that quantity, unless the operator demonstrates that the operator expects additional waste. Waste arriving at the site for disposal in a manner which is not controlled by the operator does not affect the determination of when the final volume of waste was received by the operator.

"Groundwater" means water occurring in the zone of saturation in any aquifer or soil.

"Hazardous waste" is as defined in 35 Ill. Adm. Code 721.

"Indefinite storage" means "treatment" or "storage" in such a manner that a person would face technical difficulties or high costs in removing the wastes or waste residues from the treatment or storage unit to a disposal unit, so that it may become necessary to close the treatment or storage unit as a disposal unit. A treatment or storage unit in which wastes or waste residues remain for more than one year is assumed to be "indefinite storage" unless the operator demonstrates that it will be technically feasible and economically reasonable to remove the waste for ultimate disposal prior to or upon closure.

"Leachate" means liquid containing materials removed from solid waste.

"Lift" means an accumulation of refuse which is compacted into a cell and over which compacted cover is placed.

"Modification" means any physical change, or change in the method of operation, of a solid waste management unit. For purposes of permits issued pursuant to this Part, the Agency may specify conditions under which a solid waste management unit may be operated without causing a modification as herein defined.

"Operator" means a person who conducts a waste treatment, waste storage or waste disposal operation.

"Owner" means a person who has an interest, directly or indirectly, in land, including a leasehold interest, on which a person conducts a waste treatment, waste storage or waste disposal operation. The "owner" is the "operator" if there is no other person who is conducting a waste treatment, waste storage or waste disposal operation.

"Permeability" means the capability of a material to pass a fluid.

"Professional Engineer" means an engineer registered to practice engineering in the State of Illinois.

"Refuse" means waste.

"Salvaging" means the return of waste materials to beneficial use.

"Scavenging" means the removal of materials from a solid waste management unit in a manner not in conformity with the regulations governing salvaging.

"Site" means any location, place or tract of land used for waste management. A site may include one or more units.

"Solid waste" means waste.

"Solid waste management" means "waste management".

"Storage" means the containment of waste, either on a temporary basis or for a period of years, in such a manner as not to constitute disposal of such waste.

"Surface water" means all water the surface of which is exposed to the atmosphere.

"Treatment" means any method, technique or process designed to change the physical, chemical or biological character or composition of any waste so as to neutralize such waste or so as to render such waste safer for transport, amenable for storage or reduced in volume.

"Unit" means any device, mechanism, equipment or area used for storage, treatment or disposal of waste.

"Vector" means any living agent, other than human, capable of transmitting, directly or indirectly, an infectious disease.

"WASTE" MEANS ANY GARBAGE, SLUDGE FROM A WASTE TREATMENT PLANT, WATER SUPPLY TREATMENT PLANT, OR AIR POLLUTION CONTROL FACILITY OR OTHER DISCARDED MATERIAL, INCLUDING SOLID, LIQUID, SEMI-SOLID, OR CONTAINED GASEOUS MATERIAL RESULTING FROM INDUSTRIAL, COMMERCIAL, MINING AND AGRICULTURAL OPERATIONS, OR FROM COMMUNITY ACTIVITIES, BUT DOES NOT INCLUDE SOLID OR DISSOLVED MATERIALS IN DOMESTIC SEWAGE, OR SOLID OR DISSOLVED MATERIALS IN IRRIGATION RETURN FLOWS OR INDUSTRIAL DISCHARGES WHICH ARE POINT SOURCES SUBJECT TO PERMITS UNDER 35 ILL. ADM. CODE 309.102 OR SOURCE, SPECIAL NUCLEAR, OR BY-PRODUCT MATERIALS AS DEFINED BY THE ATOMIC ENERGY ACT OF 1954, AS AMENDED (42 U.S.C.A. 2011 et seq.) OR ANY SOLID OR DISSOLVED MATERIAL FROM ANY FACILITY SUBJECT TO THE FEDERAL SURFACE MINING CONTROL AND RECLAMATION ACT OF 1977 (P.L. 95-87) OR THE RULES AND REGULATIONS THEREUNDER (Ill. Rev. Stat. 1983 ch. 96 1/2, par. 7901.01 et seq. and 62 Ill. Adm. Code 1700 through 1845) (Section 3 (11) of the Act).

"Waste management" means the process of storage, treatment or disposal of waste, not including hauling or transport.

"Water table" means that surface in unconfined water at which the pressure is atmospheric and is defined by the levels at which water stands in wells that penetrate the water just far enough to hold standing water.

"Working face" means any part of a sanitary landfill where waste is being disposed.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.105 Relation to Other Rules

- a) Persons and facilities regulated pursuant to 35 Ill. Adm. Code 700 through 749 are not subject to the requirements of this Part or of 35 Ill. Adm. Code 811 through 817. However, if such a facility also contains one or more units used solely for the disposal of solid wastes, as defined in 35 Ill. Adm. Code 810.103, such units are subject to requirements of this Part and 35 Ill. Adm. Code 811 through 817.
- b) Persons and facilities subject to 35 Ill. Adm. Code 807, 809 or 811 through 817 may be subject to other applicable Parts of 35 Ill. Adm. Code: Chapter I based on the language of those other Parts. Specific examples of such applicability are provided as explained at 35 Ill. Adm. Code 700.102.
- c) The requirements of 35 Ill. Adm. Code 810 through 817 are intended to supersede the requirements of this Part. Persons and facilities regulated pursuant to 35 Ill. Adm. Code 810 through 817 are not subject to the requirements of this Part. This Part does not apply to new units as defined in 35 Ill. Adm. Code 810.103.

(Source: Amended at 19 Ill. Reg. 12549, effective August 15, 1996)

SUBPART B: SOLID WASTE PERMITS

Section 807.201 Development Permits

Subject to such exemption as expressly provided in Section 21(e) (Ill. Rev. Stat. 1981, ch. 111 1/2, par. 1021(e)) of the Act as to the requirement of obtaining a permit, no person shall cause or allow the development of any new solid waste management site or cause or allow the modification of an existing solid waste management site without a Development Permit issued by the Agency.

Section 807.202 Operating Permits

- a) **New Solid Waste Management Sites.**
Subject to such exemption as expressly provided in Section 21(e) of the Act (Ill. Rev. Stat. 1982, ch. 111 1/2, par. 1021(e)) as to the requirement of obtaining a permit, no person shall cause or allow the use or operation of any solid waste management site for which a Development Permit is required under Section 807.201 without an Operating Permit issued by the Agency, except for such testing operations as may be authorized by the Development Permit.
- b) **Existing Solid Waste Management Sites.**
 - 1) Subject to such exemption as expressly provided in Section 21(e) of the Act (Ill. Rev. Stat. 1981, ch. 111 1/2, par. 1021(e)) as to

the requirement of obtaining a permit, no person shall cause or allow the use or operation of any existing solid waste management site without an Operating Permit issued by the Agency not later than one year after the effective date of these Regulations.

- 2) All applications for Operating Permits shall be submitted to the Agency at least 90 days prior to the date on which such permit is required; however, the Agency may waive such provision when appropriate.
- 3) The Agency may, if necessary to prevent an unmanageable workload, extend the date by which Operating Permits are required for a period not to exceed 180 days. The Agency shall notify the persons affected and the Board, in writing, of such extension at least ninety days in advance of the date set forth in Section 202(b)(1).

- c) Duration of Operating Permits.

All operating permits shall remain valid until the site is completed or closed, or until revoked, as provided herein.

Section 807.203 Experimental Permits

- a) To best aid the improvement of solid waste management technology, the Agency may issue Experimental Permits for processes or techniques that do not satisfy the standards for issuance set forth in Section 807.207, if the applicant can provide proof that the process or technique has a reasonable chance for success and that the environmental hazards are minimal.
- b) A valid Experimental Permit shall constitute a prima facie defense to any action brought against the permit holder for a violation of the Act or Regulations, but only to the extent that such action is based upon the failure of the process or technique.
- c) All Experimental Permits shall have a duration not to exceed two years.
- d) Application for renewal of an experimental permit shall be submitted to the Agency at least 90 days prior to the expiration of the existing permit. To the extent the information to be supplied for renewal is identical with that contained in the prior permit application, the applicant shall so note on the renewal application, and the Agency shall not require the resubmittal of data and information so previously supplied to it.

Section 807.204 Former Authorization

- a) The issuance of any authorization to operate a solid waste management site prior to July 1, 1970 from any person does not excuse compliance with the requirements for obtaining an Operating Permit.
- b) The issuance of an Operating Permit by the Agency on July 1, 1970 or thereafter, but prior to the effective date of these regulations, is a valid permit.

Section 807.205 Applications for Permit

- a) All applications for permit required under these regulations shall contain all data and information specified in those rules governing the type of unit or site for which the permit is required.
- b) The Agency may adopt procedures requiring such additional information as is reasonably necessary to determine whether the waste management site will meet the requirements of the Act and regulations.
- c) The Agency may prescribe the form in which all information required under these regulations shall be submitted.
- d) All permit applications shall be signed by the owner and operator of the waste management site or their duly authorized agents, shall be accompanied by evidence of authority to sign the application and shall be certified as to all engineering features by a professional engineer.
- e) All permit applications shall be mailed or delivered to the appropriate address designated by the Agency, and shall be sent by registered or certified mail, return receipt requested or delivered in person. Applications which are hand-delivered shall be delivered to and received for by the Manager of the Agency's Division of Land Pollution Control or his designee.
- f) An application for permit shall not be deemed filed until the Agency has received, at the designated address, all information, documents, and authorization in the form and with the content required by these rules and related Agency procedures. However, if the Agency fails to notify the applicant within 45 days after the receipt of an application for development permit and 30 days after the receipt of an application for an operating permit, that the application is incomplete, and of the reasons, the application shall be deemed to have been filed on the date received by the Agency. An applicant may deem the Agency's notification that the application is incomplete as a denial of the permit for purposes of review pursuant to Section 40 of the Act.

- g) If the Agency fails to take final action on the application for development permit within 90 days from the filing thereof, or on the application for operating permit within 45 days from the filing thereof, the applicant may deem the permit granted on the 91st day or the 46th day after the application was filed.
- h) Any applicant for a permit may waive the requirement that the Agency shall take final action within 90 days or 45 days from the filing of the application.
- i) The Agency shall send all notices of final action by registered or certified mail, return receipt requested. Final action shall be deemed to have taken place on the date that such notice is mailed.
- j) If specifically authorized by statute, any person may petition the Board for a hearing before the Board to contest the issuance by the Agency. (Title X of the Act).
- k) Upon receipt of a request for a permit required by these regulations, the Agency shall notify the State's Attorney and the Chairman of the County Board of the county in which the subject facility is located and each member of the General Assembly from the legislative district in which that site is located and the clerk of each municipality any portion of which is within three miles of the site.
- l) All applications filed after March 1, 1985, shall include, if required by Subparts E and F, a closure plan, a post-closure care plan, a closure cost estimate and a post-closure care cost estimate showing how the operator will close each unit and provide post-closure care in accordance with all applicable Board regulations.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.206 Permit Conditions

- a) AS PROVIDED BY SECTIONS 39(A) AND 21(D) OF THE ACT, THE AGENCY MAY IMPOSE SUCH CONDITIONS IN A PERMIT AS MAY BE NECESSARY TO ACCOMPLISH THE PURPOSES OF THE ACT, AND AS ARE NOT INCONSISTENT WITH REGULATIONS PROMULGATED BY THE BOARD THEREUNDER, INCLUDING PERIODIC REPORTS AND FULL ACCESS TO ADEQUATE RECORDS AND THE INSPECTION OF FACILITIES, AS MAY BE NECESSARY TO ASSURE COMPLIANCE WITH THIS ACT AND WITH REGULATIONS AND STANDARDS ADOPTED THEREUNDER;

- b) The applicant may deem any condition imposed by the Agency as a denial of the permit for purposes of review pursuant to Section 40 of the Act.
- c) All permits issued after March 1, 1985 shall include the following conditions:
 - 1) A closure plan;
 - 2) A post-closure care plan if required;
 - 3) A requirement that the operator notify the Agency within 30 days after receiving the final volume of waste;
 - 4) A requirement that the operator initiate implementation of the closure plan within 30 days after the site receives its final volume of waste;
 - 5) A requirement that the operator not file any application to modify a closure plan less than 180 days prior to receipt of the final volume of waste;
 - 6) A requirement that the operator provide financial assurance in accordance with Subpart F, in an amount equal to the current cost estimate for closure and post-closure care;
 - 7) A requirement that the operator file revised cost estimates for closure and post-closure care at least every two years in accordance with Subpart F.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.207 Standards for Issuance

The Agency shall not grant any permit, except an Experimental Permit under Section 807.203 unless the applicant submits adequate proof that the solid waste management site:

- a) will be developed, modified, or operated so as not to cause a violation of the Act or the Rules, or has been granted a variance pursuant to Title IX of the Act (Ill. Rev. Stat. 1981, ch. 111 1/2, pars. 1035 - 1038); and
- b) conforms to the design criteria promulgated by the Agency under Section 807.213, or conforms to such other criteria which the applicant demonstrates will achieve consistently satisfactory results; and
- c) in the case of operating permits only, conforms to all conditions contained in the development permit.

Section 807.208 Permit No Defense

The existence of a permit under this Part shall not constitute a defense to a violation of the Act or this Part, except for development, modification or operation without a permit.

Section 807.209 Permit Revision

- a) The agency shall revise any permit issued by it to make the permit compatible with any relevant new regulations adopted by the Board.
- b) The permittee may request modification of a permit at any time by filing pursuant to Section 807.205 an application reflecting the modification requested.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.210 Supplemental Permits

No person shall cause or allow modification of any solid waste management site, or accept any type of waste except under conditions specified in a permit issued by the Agency. Development, operating and experimental permits may be modified by a supplemental permit issued by the Agency to allow such modifications.

Section 807.211 Transfer of Permits

No permit is transferable from one person to another except as approved by the Agency under procedures it adopts pursuant to Section 807.213.

Section 807.212 Permit Revocation

Violation of any permit conditions or failure to comply with any rule or regulation of this Part shall be grounds for sanctions as provided in the Act, including revocation of permit. Such sanctions shall be sought by filing a complaint with the Board pursuant to Title VIII of the Act (Ill. Rev. Stat. 1981, ch. 111 1/2, pars. 1046 - 1051).

Section 807.213 Design, Operation, and Maintenance Criteria

- a) The Agency may adopt procedures which set forth criteria for the design, operation, and maintenance of solid waste management sites and other procedures the Agency deems reasonably necessary to perform its duties under this Part and as are consistent with Subpart C thereof. All such procedures shall be revised from time to time to reflect current engineering judgment and advances in the

state of the art. Such procedures and revisions thereto shall not become effective until filed with the Administrative Code Unit of the Office of the Secretary of State pursuant to the Illinois Administrative Procedure Act, as amended (Ill. Rev. Stat. 1981, ch. 127, pars. 1001, et seq.).

- b) Before adopting new criteria or making substantive changes to any criteria adopted by the Agency, the Agency shall:
 - 1) publish a summary of the proposed changes in the Board Newsletter; and
 - 2) provide a copy of full text of the proposed changes to all persons who hold Agency permits or have active applications pending, and any person who in writing so requests; and
 - 3) defer adoption of the changes for 60 days from the date of publication to allow submission and consideration of written comments on the proposed changes.

Section 807.214 Revised Cost Estimates

- a) A revised cost estimate is any cost estimate other than one which results from modification of a closure or post-closure care plan.
- b) A revised cost estimate shall identify the operator, site and closure or post-closure care plan to which it relates, but need not include any additional information required pursuant to Section 807.205.
- c) A revised cost estimate is a permit modification application. The revised cost estimate shall be deemed incorporated into the permit unless the Agency takes final action on the revised cost estimate within 90 days after its receipt as provided by Section 39(a) of the Act.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

SUBPART C: SANITARY LANDFILLS

Section 807.301 Prohibition

No person shall cause or allow the operation of a sanitary landfill unless each requirement of this Subpart is performed.

Section 807.302 Compliance with Permit

All conditions and provisions of each permit shall be complied with.

Section 807.303 Methods of Operation

Unless otherwise specifically provided by permit, the following methods of operations shall be followed:

- a) Unloading - all refuse shall be deposited into the toe of the fill or into the bottom of the trench.
- b) Spreading and Compacting - as rapidly as refuse is deposited at the toe of the fill, all refuse shall be spread and compacted in layers within the cell, such layers not to exceed a depth of two feet.
- c) Working Face - the slope of the working face shall be maintained at a ratio of no greater than two horizontal to one vertical.

Section 807.304 Equipment, Personnel and Supervision

Sufficient equipment, personnel and supervision shall be available at the site to ensure that operations comply with the permit and the Act and the Pollution Control Board Regulations.

Section 807.305 Cover

Unless otherwise specifically provided by permit, the following cover requirements shall be followed:

- a) Daily Cover - a compacted layer of at least 6 inches of suitable material shall be placed on all exposed refuse at the end of each day of operation.
- b) Intermediate Cover - at the end of each day of operation, in all but the final lift of a sanitary landfill, a compacted layer of at least 12 inches of suitable material shall be placed on all surfaces of the landfill where no additional refuse will be deposited within 60 days.
- c) Final Cover - a compacted layer of not less than two feet of suitable material shall be placed over the entire surface of each portion of the final lift not later than 60 days following the placement of refuse in the final lift, unless a different schedule has been authorized in the Operating Permit.

Section 807.306 Litter

All litter shall be collected from the sanitary landfill site by the end of each working day and either placed in the fill and compacted and covered that day, or stored in a covered container.

Section 807.307 Salvaging

- a) All salvaging operations at a sanitary landfill site shall be conducted in a sanitary manner.
- b) All salvaging operations at a sanitary landfill site shall be confined to an area remote from the operating face of the landfill.
- c) Salvaging operations at a sanitary landfill site shall not interfere with, or otherwise delay the operation of the landfill.
- d) All materials for salvaging shall be removed from the landfill site daily, or shall be separated by type and properly stored so as not to create a nuisance, vector harborage, or unsightly appearance.

Section 807.308 Scavenging

No person shall cause or allow any scavenging operations at a sanitary landfill site.

Section 807.309 Animal Feeding

No person shall cause or allow feeding of farm or domestic animals upon the site of a sanitary landfill, or with refuse delivered to sanitary landfill site.

Section 807.310 Special Wastes

- a) Hot Waste - except in an emergency, no person shall cause or allow the deposit at a sanitary landfill site of burning material. When such material is accepted, it shall be deposited at a specific location at the site designated by permit for such purpose, and the fire shall be immediately extinguished.
- b) Hazardous and liquid wastes - hazardous wastes or liquid wastes and sludges may be accepted at a sanitary landfill only if authorized by permit.

Section 807.311 Open Burning

No person shall cause or allow open burning at a sanitary landfill site except in accordance with the provisions of 35 Ill. Adm. Code: Subtitle B (prior to codification: Chapter 2, Part V: Open Burning), of the Rules and Regulations of the Pollution Control Board (35 Ill. Adm. Code: Subtitle B, Chapter I).

Section 807.312 Air Pollution

No person shall cause or allow operation of a sanitary landfill so as to cause or threaten or allow the discharge or emission of any contaminant into the environment in any State so as to cause or tend to cause air pollution in Illinois, either alone or in combination with contaminants from other sources, or so as to violate regulations or standards adopted by the Board under the Act.

Section 807.313 Water Pollution

No person shall cause or allow operation of a sanitary landfill so as to cause or threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois, either alone or in combination with matter from other sources, or so as to violate regulations or standards adopted by the Pollution Control Board under the Act.

Section 807.314 Standard Requirements

Except as otherwise authorized in writing by the Agency, no person shall cause or allow the development or operation of a sanitary landfill which does not provide:

- a) Adequate shelter, sanitary facilities and emergency communications for employees;
- b) Roads adequate to allow orderly operations within the site;
- c) Fencing, gates, or other measures to control access to site;
- d) Adequate measures for fire protection as approved by the Agency;
- e) Adequate measures to monitor and control leachate;
- f) Adequate measures to control dust and vectors;
- g) An operational safety program approved by the Agency;
- h) With respect to sanitary landfill sites for which permits are applied for following the effective date of these regulations, provision for concealing sanitary landfill operations from public view.

Section 807.315 Protection of Waters of the State

No person shall cause or allow the development or operation of a sanitary landfill unless the applicant proves to the satisfaction of the Agency that no damage or hazard will result to waters of the State because of the development and operation of the sanitary landfill.

Section 807.316 Application

- a) An Application for a Development Permit for a sanitary landfill shall contain evidence adequate to prove to the Agency that the development of the sanitary landfill will not cause or tend to cause water or air pollution; will not violate applicable air and water quality standards; and will not violate any rule or regulation adopted by the Board. The Application shall include, unless waived in writing by the Agency as inapplicable to the site in question:
- 1) Legal description of the proposed sanitary landfill site;
 - 2) Topographic map or maps of the sanitary landfill site drawn to the scale of 200 feet to the inch or larger, containing 5-foot contour intervals where the relief exceeds 20 feet, and 2-foot contour intervals where the relief is 20 feet or less, and referred to a United States Geological Survey datum;
 - 3) Maps of the sanitary landfill site, and of the area within one-quarter mile of the boundaries of the site, drawn to scale, showing the location of:
 - A) waterways and surface drains; and
 - B) borings, wells, springs, and their surface elevations, and depths and elevations of water levels; and
 - C) field tile drains; and
 - D) underground and surface mines, elevations of mine pools, and mine pool discharges.
 - 4) Land use and population density of the proposed sanitary landfill site and of the area surrounding the site within one mile of the site boundaries;
 - 5) Sequence of earth materials at the proposed sanitary landfill site to a depth sufficient to assure the reliability of the site design;

- 6) Data obtained from soil samples taken from the proposed sanitary landfill site which describe the soil classification, grain size distribution, permeability, compactability, and ion-exchange properties of the subsurface materials for those strata which are essential to the design of the landfill;
- 7) Description of groundwater condition, including groundwater flow below and adjacent to the proposed sanitary landfill site, with an appraisal of the effect of the landfill on groundwater and surface waters;
- 8) Comprehensive analysis of water samples from on-site and nearby wells and surface waters;
- 9) Schedule of construction;
- 10) Topographic map indicating the proposed final contours and landscaping of the completed site with a statement of the proposed final use of the site, if known;
- 11) Description of the methods of operations; days and hours of operations; and number, and duties of employees;
- 12) Listing of sources and types of wastes to be received; and an estimate of daily quantity of wastes to be received;
- 13) A schedule of filling, methods of compaction of solid waste; and number, type, and size of compacting equipment;
- 14) Types and sources of daily, intermediate, and final cover to be used;
- 15) Map of the sanitary landfill site, drawn to scale, indicating the location of:
 - A) Water monitoring wells and gas monitoring points;
 - B) Points of entrance to and exit from the sanitary landfill site and to and from the operating area of the sanitary landfill;
 - C) Interior roads and ramps;
 - D) Devices for controlling litter;
 - E) Devices for controlling unauthorized access to the sanitary landfill site;

- F) Drainage facilities, structures, walls, cribbing, surface protection devices, or any other devices as are necessary to comply with applicable water quality standards;
 - G) Fire protection facilities;
 - H) Utilities;
 - I) Salvage operations;
 - J) Fill area;
 - K) Borrow areas;
 - L) Gas and oil wells;
 - M) High tension power lines;
 - N) Fuel transmission pipelines;
 - O) Field tile drains;
 - P) Provisions for concealing the site from public view;
- 16) Evidence of notification required by the Public Act 77-1948, (Ill. Rev. Stat. 1981, ch. 111 1/2, par. 1039), effective October 1, 1972; and
- 17) If exploration holes are drilled to obtain data, information showing the manner of plugging or sealing such holes.
- b) Operating Permits.
- 1) An Application for an Operating Permit for a sanitary landfill shall contain evidence adequate to prove to the Agency that the operation of the sanitary landfill will not cause any violation of the Act or of Regulations promulgated by the Board. The Application shall include certification that all data and information required by Section 807.316(a) for a Development Permit has been provided, and that all conditions thereof have been complied with, except that no information already submitted to the Agency shall be required to be resubmitted and may be incorporated by reference into the Application for an Operating Permit.

- 2) The Agency shall not issue an Operating Permit until it has made an inspection of the developed site and has determined that the site has been so developed in accordance with the provisions of the application for development permit and is in compliance with the Act (the Act) and all applicable regulations.

Section 807.317 Operating Records

Every holder of an operating permit shall submit to the Agency, Division of Land Pollution Control on or before the 15th day of January, April, July and October the water monitoring data required by permit.

Section 807.318 Completion or Closure Requirements

- a) The owner or operator of a sanitary landfill site shall monitor gas, water and settling at the completed site for a period of three years after the site is completed or closed.
- b) The owner or operator shall take whatever remedial action is necessary to abate any gas, water or settling problems which appear during the three year period.
- c) The owner or operator shall, upon completion or closure, file a detailed description of the site, including a plat, with the appropriate county land recording authority for the county in which the site is located.

SUBPART E: CLOSURE AND POST-CLOSURE CARE

Section 807.501 Purpose, Scope and Applicability

- a) This Subpart contains general provisions governing closure and post-closure care of waste management sites. These general provisions may be supplemented by more specific closure and post-closure care requirements for certain types of waste management sites, specifically the closure and post-closure care requirements for sanitary landfills contained in Subpart C.
- b) This Subpart requires a closure plan and, for some sites, a post-closure care plan. These will become permit conditions pursuant to Section 807.206. Sites which are not required to have a permit pursuant to Section 21(d) of the Act are not required to prepare a closure or post-closure care plan.

- c) The closure and post-closure care plan form the basis of the cost estimates and financial assurance required by Subpart F for disposal sites. The closure plan is also used for making the determination as to whether a unit is a disposal unit or indefinite storage unit, which must provide financial assurance.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.502 Closure Performance Standard

In addition to the specific requirements of this Part, an operator of a waste management site shall close the site in a manner which:

- a) Minimizes the need for further maintenance; and
- b) Controls, minimizes or eliminates post-closure release of waste, waste constituents, leachate, contaminated rainfall, or waste decomposition products to the groundwater or surface waters or to the atmosphere to the extent necessary to prevent threats to human health or the environment.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.503 Closure Plan

- a) An operator of a waste management site shall have prepared a written closure plan which shall be a condition of the site permit.
- b) The operator of an indefinite storage unit shall have prepared a written contingent closure plan which shall be a condition of the site permit. The contingent closure plan shall be the same as a closure plan, except as otherwise specifically provided.
- c) The closure plan shall include as a minimum:
 - 1) Steps necessary for the premature final closure of the site at the time during its intended operating life when the cost of closure will be the greatest;
 - 2) Steps necessary for the final closure of the site at the end of its intended operating life;
 - 3) Steps necessary to prevent damage to the environment during temporary suspension of waste acceptance if the operator wants a permit which

would allow temporary suspension of waste acceptance at the site without initiating final closure;

- 4) A description of the steps necessary to decontaminate equipment during closure;
 - 5) An estimate of the year in which the cost of premature closure will be the greatest;
 - 6) An estimate of the expected year of closure;
 - 7) Schedules for the premature and final closure which shall include at a minimum:
 - A) Total time required to close the site; and
 - B) Time required for closure activities which will allow tracking of the progress of closure; and
 - 8) A description of methods for compliance with all closure requirements of this Part.
- d) The closure plan shall be included in the permit application pursuant to Section 807.205.
- e) Until closure has been completed, the operator shall maintain a copy of the closure plan at the site or at a definite location, specified in the permit, so as to be available during inspection of the site.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.504 Amendment of Closure Plan

An operator of a waste management site shall file a permit application including a revised closure plan upon:

- a) Modification of operating plans or site design affecting the closure other than modifications authorized in the permit; or
- b) Modification of the operations of the site which affect the closure of the site or any portion of the site, other than modifications authorized in the permit, which include, but are not limited to:

- 1) A temporary suspension of waste acceptance at the site; or
- 2) A reduction or increase in the rate of waste acceptance at the site; or
- c) Change in the expected year of closure or the year in which the cost of premature closure will be the greatest.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.505 Notice of Closure and Final Amendment to Plan

- a) An operator of a waste management site shall send to the Agency a notice of closure within 30 days after the date the final volume of waste is received at a waste management site for treatment, storage or disposal.
- b) The operator of a waste management site shall not file an application to modify the closure plan less than 180 days before receipt of the final volume of waste. Failure to timely file shall not constitute a bar to consideration of such an application, but may be alleged in an enforcement action pursuant to Title VIII of the Act.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.506 Initiation of Closure

- a) An operator of a waste management site shall initiate the treatment, removal from the site or disposal of all wastes and waste residues other than those from indefinite storage units:
 - 1) Within 30 days after receipt of the final volume of waste; and
 - 2) In accordance with the closure plan.
- b) The operator of an indefinite storage unit shall, within 30 days after receipt of a final volume of waste, either initiate:
 - 1) Removal of all wastes and waste residues from the unit; or,
 - 2) Closure of the unit in accordance with the contingent closure plan.

- c) The operator must notify the Agency within 30 days after a temporary suspension of waste acceptance. The operator must comply with the requirements of any temporary suspension plan in the permit.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.507 Partial Closure

- a) The requirements of Subparts E and F apply to the entire site unless the permit divides the site into definite areas which include one or more units, in which case the operator may provide separate closure and post-closure care plans and cost estimates for each area. In such a case the Agency shall treat each area as a separate site for purposes of financial assurance.
- b) If a site includes a disposal unit, then the operator must provide financial assurance for closure of associated treatment and storage units, even if the site is divided into areas as provided in paragraph (a).
- c) Post-closure care of areas formed by dividing a site shall continue until post-closure care of the entire site is completed.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.508 Certification of Closure

- a) When closure is completed, the operator of a waste management site shall submit to the Agency:
 - 1) Plan sheets for the closed site; and
 - 2) An affidavit by the operator and by a professional engineer that the site has been closed in accordance with the closure plan.
- b) If the Agency finds that the site has been closed in accordance with the specifications of the closure plan, and the closure requirements of this Part, the Agency shall:
 - 1) Issue a certificate of closure for the site;
 - 2) Notify the operator in writing that any applicable post-closure period has begun; and

- 3) Provide the date the post-closure care period begins.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.509 Use of Waste Following Closure

After an operator initiates closure of a site the operator may accept waste for disposal or for use in closure and post-closure care only as authorized in the closure and post-closure care plans.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.523 Post-Closure Care Plan

- a) An operator of an disposal site shall have a written post-closure care plan which shall be a condition of the site permit.
- b) The post-closure care plan shall include as a minimum a description of methods for compliance with all post-closure care requirements of this Part.
- c) An operator of an indefinite storage unit shall have a written contingent post-closure care plan which shall include as a minimum a description of methods of compliance with all post-closure care requirements of this Part assuming the unit will be closed as a disposal unit without removal of all wastes and waste residues. The contingent post-closure care plan shall be the same as a post-closure care plan, except as otherwise specifically provided.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.524 Implementation and Completion of Post-Closure Care Plan

- a) The operator of a waste disposal site shall implement the post-closure care plan commencing with receipt of a certification of closure pursuant to Section 807.508.
- b) The operator of an indefinite storage unit shall implement the contingent post-closure care plan commencing with receipt of certification of closure pursuant to the contingent closure plan. The operator is not required to implement the contingent post-closure care plan if the Agency determines that the operator has removed all wastes and waste residues from the indefinite storage unit.
- c) The Agency shall certify that the post-closure care period has ended when it determines:

- 1) That the post-closure care plan has been completed; and,
- 2) That the site will not cause future violations of the Act or this Part.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

SUBPART F: FINANCIAL ASSURANCE FOR CLOSURE AND POST-CLOSURE CARE

Section 807.600 Purpose, Scope and Applicability

- a) This Subpart provides procedures by which an operator of a waste disposal site can give "financial assurance" satisfying the requirement of Section 21.1(a) of the Act that the operator post with the Agency a performance bond or other security for the purpose of insuring closure of the site and post-closure care in accordance with the Act and Board rules.
- b) Each operator must file a closure plan as part of a permit application. The operator of a disposal site or indefinite storage unit must also file a post-closure care plan (Sections 807.205, 807.503 and 807.523). The operator of a disposal site or indefinite storage unit must prepare a cost estimate of closure and post-closure care, and provide financial assurance in this amount (Sections 807.601 and 807.620). Financial assurance shall be given through a combination of a trust agreement, bond guaranteeing payment, bond guaranteeing payment or performance, letter of credit, insurance or self-insurance (Section 807.640). The cost estimate and amount of financial assurance is to be updated at least on a biennial basis (Section 807.623).
- c) This Subpart applies only to the non-governmental operators of disposal sites or indefinite storage units (Section 807.601). Whether a site is a disposal site or, alternatively, a treatment or storage site, depends on whether the closure plan provides for removal of all wastes and waste residues from the site prior to completion of closure. Whether a unit is an indefinite storage unit depends on the technical feasibility and economic reasonableness of removal of all wastes and waste residues prior to closure (Section 807.104).

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.601 Requirement to Obtain Financial Assurance

No person shall conduct a waste disposal operation or indefinite storage operation which requires a permit under Section 21(d) of the Act unless such person has provided financial assurance in accordance with this Subpart.

- a) The financial assurance requirement does not apply to the State of Illinois, its agencies and institutions, or to any unit of local government; provided, however, that any other persons who conduct such a waste disposal operation on a site which may be owned or operated by such a government entity must provide financial assurance for closure and post-closure care of the site.
- b) Financial assurance is required of all sites which, on or after March 1, 1985, accept waste for disposal or for indefinite storage.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.602 Time for Submission of Financial Assurance

- a) For sites first receiving waste for disposal after March 1, 1985, the owner or operator must provide financial assurance before receipt of waste for disposal.
- b) For sites which are required to obtain financial assurance as of March 1, 1985, as provided in Section 807.601, financial assurance must be tendered to the Agency before March 1, 1985 in an amount equal to the cost estimate, which may be based on closure and post-closure care plans or on the formula of Section 807.624.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.603 Upgrading Financial Assurance

- a) The operator must maintain financial assurance equal to or greater than the current cost estimate at all times except as provided in this Section.
- b) The operator must increase the total amount of financial assurance so as to equal the current cost estimate within 90 days after any of the following:
 - 1) An increase in the current cost estimate;
 - 2) A decrease in the value of a trust fund;
 - 3) A determination by the Agency that an operator no longer meets the gross revenue or financial test; or,

- 4) Notification by the operator that the operator intends to substitute alternate financial assurance for self-insurance.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.604 Release of Financial Institution

The Agency will agree to release a trustee, surety, insurer or other financial institution when:

- a) An operator substitutes alternate financial assurance such that the total financial assurance for the site is equal to or greater than the current cost estimate without counting the amounts to be released; or,
- b) The Agency releases the operator from the requirements of this Subpart.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.605 Application of Proceeds and Appeal

- a) The Agency may sue in any court of competent jurisdiction to enforce its rights under financial instruments. The filing of an enforcement action before the Board is not a condition precedent except when this Subpart or the terms of the instrument so provide.
- b) As provided in Titles VIII and IX of the Act and 35 Ill. Adm. Code 103 and 104, the Board may order modifications in permits to change the type or amount of financial assurance pursuant to an enforcement action or a variance petition. Also, the Board may order a closure or post-closure care plan modified, and order proceeds from financial assurance applied to execution of a closure or post-closure care plan.
- c) The following Agency actions may be appealed as a permit denial to the Board pursuant to 35 Ill. Adm. Code 105 and Section 21.1(e) of the Act:
 - 1) Refusal to accept financial assurance tendered by the operator.
 - 2) Refusal to release the operator from the requirement to maintain financial assurance.
 - 3) Refusal to release excess funds from a trust.

- 4) Refusal to approve a reduction in the penal sum of a bond.
- 5) Refusal to approve a reduction in the amount of a letter of credit.
- 6) Refusal to approve a reduction in the face amount of an insurance policy.
- 7) Determination that an operator no longer meets the gross revenue test or financial test.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.606 Release of the Operator

- a) Within 60 days after receiving affidavits from the operator and a professional engineer that closure has been accomplished in accordance with the closure plan, the Agency will notify the operator in writing that it is no longer required by this Subpart to maintain financial assurance for closure of the particular site, unless the Agency has reason to believe that closure has not been in accordance with the closure plan.
- b) Within 60 days after receiving affidavits from the operator and a professional engineer that post-closure care has been completed in accordance with the post-closure care plan and the requirements this Part, the Agency will notify the operator in writing that it is no longer required to maintain financial assurance for post-closure care of the site, unless the Agency has reason to believe that continued post-closure care is required pursuant to the post-closure care plan and this Part.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.620 Current Cost Estimate

The current cost estimate equals:

- a) The current closure cost estimate; plus
- b) The current post-closure care cost estimate.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.621 Cost Estimate for Closure

- a) The operator must have a written estimate of the current cost of closing the site in accordance with the closure plan. The cost estimate shall be a condition of the permit.
- b) The operator must revise the closure cost estimate whenever a change in the closure plan increases the closure cost estimate.
- c) The closure cost estimate must be based on the steps necessary for the premature final closure of the site at the time during its intended operating life when the cost of closure will be greatest, or on the steps necessary for the final closure of the site at the end of its intended operating life, whichever is the most expensive.
- d) Assumptions:
 - 1) The closure cost estimate must be based on the assumption that the Agency will contract with a third party to implement the closure plan.
 - 2) The closure cost estimate may not be reduced by allowance for salvage value of equipment or waste, or for resale value of land.
- e) The closure cost estimate must, at a minimum, include the following elements, if required in the site permit for closure of the site:
 - 1) The area which is to receive final cover;
 - 2) The source of the cover material;
 - 3) The cost of obtaining, moving and placing the cover material;
 - 4) The cost of final grading of the cover material;
 - 5) The cost of moving and placing topsoil on the final cover;
 - 6) The cost of:
 - A) Fertilizing;
 - B) Seeding;
 - C) Mulching.
 - 7) The cost of installation of gas control equipment;

- f) This Section does not grant authority to the Agency to require the operator to perform any of the indicated activities; however, if the site permit requires a closure activity, the operator must include the cost in the cost estimate. Once the operator has completed an activity, the operator may file a permit application indicating that the activity has been completed, and zeroing that element of the cost estimate.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.622 Cost Estimate for Post-closure Care

- a) The operator of a disposal site must have a written estimate of the annual current cost of post-closure monitoring and maintenance of the site in accordance with the applicable post-closure care regulations of this Part. The post-closure care cost estimate is calculated by multiplying the annual cost estimate by the number of years of post-closure care required by this Part. The post-closure care cost estimate shall be a condition of the permit.
- b) Until the Agency has issued a certificate of closure for the site, the operator must revise the post-closure care cost estimate whenever a change in the post-closure care plan increases the cost estimate.
- c) Assumptions:
- 1) The post-closure cost estimate must be based on the assumption that the Agency will contract with a third party to implement the post-closure care plan;
 - 2) The post-closure cost estimate may not be reduced by allowance for salvage value of equipment or waste, or for resale value of land.
- d) The post-closure care cost estimate must, at a minimum, include the following elements if required in the site permit for post-closure care of the site:
- 1) Number of years of post-closure care required.
 - 2) Groundwater monitoring:
 - A) Number of monitoring points;
 - B) Parameters to be monitored;

- C) Frequency of sampling;
 - D) Cost per parameter per sampling.
- 3) Cover stabilization:
- A) Estimate of the area which is expected annually to require residual settlement or erosion control work;
 - B) Annual cost of residual settlement and erosion control work;
 - C) Annual cost of mowing.
- e) This Section does not grant authority to the Agency to require the operator to perform any of the indicated activities; however, if the site permit requires a closure activity, the operator must include the cost in the cost estimate. Once the operator has completed an activity, the operator may file a permit application indicating that the activity has been completed, and zeroing that element of the cost estimate.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.623 Biennial Revision of Cost Estimate

- a) The operator must revise the current cost estimate at least once every two years. The revised current cost estimate must be filed on or before the second anniversary of the filing or last revision of the current cost estimate.
- b) The operator must review the closure and post-closure care plans prior to filing a revised cost estimate in order to determine whether they are consistent with current operations and regulations. The operator must either certify that the plans are consistent, or must file an application reflecting new plans.
- c) The operator must prepare new closure and post-closure cost estimates reflecting current prices for the items included in the estimates. The operator must file revised estimates even if the operator determines that there are no changes in the prices.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.624 Interim Formula for Cost Estimate

- a) An operator may temporarily utilize the formula of this Section for preparing a cost estimate instead of preparing a cost estimate based on closure and post-closure care plans. No permit application filed after March 1, 1985 may utilize this formula. Each operator must file an application to modify the site permit to include closure and post-closure care plans and cost estimates by March 1, 1988.
- b) References to closure and post-closure care plans in financial assurance instruments shall be construed to refer to the closure and post-closure care requirements of this Part and the permit for the site.
- c) This formula may not be utilized in lieu of the plans and cost estimates required under 35 Ill. Reg. Adm. Code 724 and 725.
- d) The following abbreviations and symbols are used in the formula:
 - 1) AWR: Annual waste received at the site in cubic yards.
 - 2) AD: Average depth of the landfill in feet.
 - 3) Y: Years expected to lapse between cessation of application of cover by the operator and implementation of site clean-up by the Agency. Y is assumed to be three years.
 - 4) CPA: Cost per acre of placing final cover, grading, seeding and venting. CPA is assumed to be \$5000/acre.
 - 5) A: Area requiring final cover in acres.
 - 6) P: Fraction of final cover expected to require subsidence or erosion control each year. P is assumed to be 0.05.
 - 7) M: Number of monitoring wells existing or required in the permit. M cannot be less than three.
 - 8) CE: Cost estimate in dollars.
- e) Area requiring final cover
 - 1) A(1) is the total area which has received waste but which has not received final cover in accordance with Section 807.305(c) as of January 1, 1985.

- 2) A(2) is the total area which would require final cover after Y years of uncontrolled operation according to the following formula:

$$A(2) = \frac{(Y)(AWR)}{3200(AD)} = \frac{3 AWR}{3200 AD}$$

- 3) $A(3) = A(1) + A(2)$

- 4) A(4) is the total permitted area which has not received final cover in accordance with Section 807.305(c) as of January 1, 1985

- 5) Area requiring final cover (A) is the smaller of A(3) or A(4)

- f) Cost estimate (dollars)

$$\begin{aligned} CE &= (CPA)(A) + 3((CPA)(P)(A) + 600(M)) \\ &= 5750A + 1800M \end{aligned}$$

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.640 Mechanisms for Financial Assurance

The operator of a waste disposal site shall utilize any of the following mechanisms to give financial assurance for closure and post-closure care:

- a) Trust Fund (Section 807.661);
- b) Surety Bond Guaranteeing Payment (Section 807.662);
- c) Surety Bond Guaranteeing Performance (Section 807.663);
- d) Letter of Credit (Section 807.664);
- e) Closure Insurance (Section 807.665); or
- f) Self-insurance (Section 807.666).

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.641 Use of Multiple Financial Mechanisms

An operator may satisfy the requirements of this Subpart by establishing more than one financial mechanism per site. These mechanisms are limited to trust funds, surety bonds guaranteeing payment, letters of credit and insurance. The mechanisms must be as specified in Sections 807.661, 807.662, 807.664 and 807.665, respectively, except that it is the combination of mechanisms, rather than the single mechanism, which must provide financial assurance for an amount at least equal to the current cost estimate. The operator may use any or all of the mechanisms to provide for closure and post-closure care of the site.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.642 Use of a Financial Mechanism for Multiple Sites

An operator may use a financial assurance mechanism specified in this Subpart to meet the requirements of this Subpart for more than one site. Evidence of financial assurance submitted to the Agency must include a list showing, for each site, the name, address and the amount of funds assured by the mechanism. The amount of funds available through the mechanism must be no less than the sum of funds that would be available if a separate mechanism had been established and maintained for each site. The amount of funds available to the Agency must be sufficient to close and provide post-closure care for all of the operator's sites. In directing funds available through the mechanism for closure and post-closure care for any of the sites covered by the mechanism, the Agency may direct only the amount of funds designated for that site, unless the operator agrees to the use of additional funds available under the mechanism.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.643 Trust Fund for Unrelated Sites

Any person may establish a trust fund for the benefit of the Agency which may receive funds from more than one operator for closure of different sites. Such a trust fund shall operate like the trust fund specified in Section 807.661, except as follows:

- a) The trustee shall maintain a separate account for each site and shall evaluate such annually as of the day of creation of the trust;
- b) The trustee shall annually notify each operator and the Agency of the evaluation of each operator's account;
- c) The trustee shall release excess funds as required from the account for each site;
- d) The trustee shall reimburse the operator or other person authorized to perform closure or post-closure care only from the account for that site.

- e) The Agency may direct the trustee to withhold payments only from the account for the site for which it has reason to believe the cost of closure and post-closure care will be significantly greater than the value of the account for that site.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.644 RCRA Financial Assurance

The operator is not required to give financial assurance pursuant to this Subpart if the operator demonstrates:

- a) That closure and post-closure care plans filed pursuant to 35 Ill. Adm. Code 724 or 725 will result in closure and post-closure care of the site in accordance with the requirements of this Part; and,
- b) That the operator has provided financial assurance adequate to provide for such closure and post-closure care pursuant to 35 Ill. Adm. Code 724 or 725.

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Section 807.661 Trust Fund

- a) An operator may satisfy the requirements of this Subpart by establishing a trust fund which conforms to the requirements of this Section and submitting an original, signed duplicate of the trust agreement to the Agency.
- b) The trustee must be an entity which has the authority to act as a trustee and:
 - 1) Whose trust operations are regulated by the Department of Financial and Professional Regulation; or
 - 2) Who complies with the Corporate Fiduciary Act [205 ILCS 620].
- c) The trust agreement must be on the form specified in Appendix A, Illustration A and the trust agreement must be accompanied by a formal certificate of acknowledgment, on the form specified in Appendix A, Illustration B. Schedule A of the trust agreement must be updated within 60 days after a change in the amount of the current closure and post-closure cost estimates covered by the agreement.
- d) Payments into the trust:

- 1) The operator must make a payment into the trust fund each year during the pay-in period.
- 2) The pay-in period is the number of years remaining until the site reaches the stage in its expected operating life at which the cost of premature closure would be the greatest, as indicated by its closure plan. Provided, however, that the pay-in period shall not be less than three years nor greater than ten years.
- 3) Annual payments are determined by the following formula:

$$\text{Annual payment} = (\text{CE}-\text{CV})/\text{Y}$$

Where:

CE = Current cost estimate

Y = Current value of the trust fund

= Number of years remaining in the pay in period.

- 4) The operator must make the first annual payment prior to the initial receipt of waste for disposal, or prior to March 1, 1985 for sites receiving waste for disposal prior to that date. The operator must also, prior to such initial receipt of waste, submit to the Agency a receipt from the trustee for the first annual payment.
 - 5) Subsequent annual payments must be made no later than 30 days after each anniversary of the first payment.
 - 6) The operator may accelerate payments into the trust fund, or may deposit the full amount of the current cost estimate at the time the fund is established.
- e) The trustee must evaluate the trust fund annually as of the day the trust was created, or on an earlier date as may be provided in the agreement. The trustee must notify the operator and the Agency of the value within 30 days after the evaluation date.
 - f) Release of excess funds:
 - 1) If the value of the financial assurance is greater than the total amount of the current cost estimate, the operator may submit a written request to the Agency for release from the trust fund of the amount in excess of the

current cost estimate.

- 2) Within 60 days after receiving a request from the operator for release of funds, the Agency will instruct the trustee to release to the operator those funds the Agency specifies in writing.
- g) Reimbursement for closure and post-closure care expenses:
- 1) After initiating closure, an operator or any other person authorized to perform closure or post-closure care may request reimbursement for closure or post-closure care expenditures by submitting itemized bills to the Agency.
 - 2) Within 60 days after receiving bills for closure or post-closure care activities, the Agency will determine whether the expenditures are in accordance with the closure or post-closure care plan and if so, it will instruct the trustee to make reimbursement in amounts the Agency specifies in writing.
 - 3) If the Agency has reason to believe that the cost of closure and post-closure care will be significantly greater than the value of the trust fund, it may withhold reimbursement of those amounts it deems prudent until it determines that the operator is no longer required to maintain financial assurance for closure and post-closure care.

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.662 Surety Bond Guaranteeing Payment

- a) An operator may satisfy the requirements of this Subpart by obtaining a surety bond that conforms to the requirements of this Section and submitting the bond to the Agency.
- b) The surety company issuing the bond must be licensed by the Illinois Department of Insurance, pursuant to the Illinois Insurance Code [215 ILCS 5], or at a minimum the insurer must be licensed to transact the business of insurance, or approved to provide insurance as an excess or surplus lines insurer, by the insurance department in one or more states, and approved by the U.S. Department of the Treasury as an acceptable surety.

BOARD NOTE: The U.S. Department of the Treasury lists acceptable sureties in its Circular 570.

- c) The surety bond must be on the form specified in Appendix A, Illustration C.
- d) Any payments made under the bond will be placed in the Landfill Closure and Post-Closure Fund within the State Treasury.
- e) Conditions:
 - 1) The bond must guarantee that the operator will:
 - A) Provide closure and post-closure care in accordance with the closure and post-closure care plans in the permit; and
 - B) Provide alternate financial assurance, as specified in this Subpart, and obtain the Agency's written approval of the assurance provided within 90 days after receipt by both the operator and the Agency of a notice from the surety that the bond will not be renewed for another term.
 - 2) The surety will become liable on the bond obligation when, during the term of the bond, the operator fails to perform as guaranteed by the bond. The operator fails to perform when the operator:
 - A) Abandons the site;
 - B) Is adjudicated bankrupt;
 - C) Fails to initiate closure of the site or post-closure care when ordered to do so by the Board or a court of competent jurisdiction;
 - D) Notifies the Agency that it has initiated closure, or initiates closure, but fails to close the site or provide post-closure care in accordance with the closure and post-closure care plans; or
 - E) Fails to provide alternate financial assurance, as specified in this Subpart, and obtain the Agency's written approval of the assurance provided within 90 days after receipt by both the operator and the Agency of a notice from the surety that the bond will not be renewed for another term.
- f) Penal sum:

- 1) The penal sum of the bond must be in an amount at least equal to the current cost estimate.
 - 2) Whenever the current cost estimate decreases, the penal sum may be reduced to the amount of the current cost estimate, following written approval by the Agency.
 - 3) Whenever the current cost estimate increases to an amount greater than the penal sum, the operator, within 90 days after the increase, must either cause the penal sum to be increased to an amount at least equal to the current cost estimate and submit evidence of the increase to the Agency or obtain other financial assurance, as specified in this Subpart, to cover the increase and submit evidence of the alternate financial assurance to the Agency.
- g) Term:
- 1) The bond shall be issued for a term of at least one year and shall not be cancelable during that term.
 - 2) The surety bond must provide that, on the current expiration date and on each successive expiration date, the term of the surety bond will be automatically extended for a period of at least one year unless, at least 120 days before the current expiration date, the surety notifies both the operator and the Agency by certified mail of a decision not to renew the bond. Under the terms of the surety bond, the 120 days will begin on the date when both the operator and the Agency have received the notice, as evidenced by the return receipts.
 - 3) The Agency shall release the surety by providing written authorization for termination of the bond to the operator and the surety when either of the following occurs:
 - A) An operator substitutes alternate financial assurance, as specified in the Subpart; or
 - B) The Agency releases the operator from the requirements of this Subpart in accordance with Section 807.606(b) of this Part.
- h) Cure of default and refunds:
- 1) The Agency shall release the surety if, after the surety becomes liable on

the bond, the operator or another person provides financial assurance for closure and post-closure care of the site, unless the Agency determines that a plan or the amount of substituted financial assurance is inadequate to provide closure and post-closure care as required by this Part.

- 2) After closure and post-closure care have been completed in accordance with the plans and requirements of this Part, the Agency shall refund any unspent money that was paid to the Agency by the surety subject to appropriation of funds by the Illinois General Assembly.

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.663 Surety Bond Guaranteeing Performance

- a) An operator may satisfy the requirements of this Subpart by obtaining a surety bond that conforms to the requirements of this Section and submitting the bond to the Agency.
- b) The surety company issuing the bond must be licensed by the Illinois Department of Insurance, pursuant to the Illinois Insurance Code [215 ILCS 5], or at a minimum the insurer must be licensed to transact the business of insurance, or approved to provide insurance as an excess or surplus lines insurer, by the insurance department in one or more states, and approved by the U.S. Department of the Treasury as an acceptable surety.

BOARD NOTE: The U.S. Department of the Treasury lists acceptable sureties in its Circular 570.

- c) The surety bond must be on the form specified in Appendix A, Illustration D.
- d) Any payments made under the bond will be placed in the Landfill Closure and Post-Closure Fund within the State Treasury.
- e) Conditions:
 - 1) The bond must guarantee that the operator will:
 - A) Provide closure and post-closure care in accordance with the closure and post-closure care plans in the permit; and
 - B) Provide alternate financial assurance, as specified in this Subpart, and obtain the Agency's written approval of the assurance provided

within 90 days after receipt by both the operator and the Agency of a notice from the surety that the bond will not be renewed for another term.

- 2) The surety will become liable on the bond obligation when, during the term of the bond, the operator fails to perform as guaranteed by the bond. The operator fails to perform when the operator:
 - A) Abandons the site;
 - B) Is adjudicated bankrupt;
 - C) Fails to initiate closure of the site or post-closure care when ordered to do so by the Board or a court of competent jurisdiction;
 - D) Notifies the Agency that it has initiated closure, or initiates closure, but fails to close the site or provide post-closure care in accordance with the closure and post-closure care plans; or
 - E) Fails to provide alternate financial assurance, as specified in this Subpart, and obtain the Agency's written approval of the assurance provided within 90 days after receipt by both the operator and the Agency of a notice from the surety that the bond will not be renewed for another term.
- 3) Upon the failure of the operator to perform as guaranteed by the bond, the surety shall have the option of providing closure and post-closure care in accordance with the closure and post-closure care plans, or of paying the penal sum.
 - f) Penal sum:
 - 1) The penal sum of the bond must be in an amount at least equal to the current cost estimate.
 - 2) Whenever the current cost estimate decreases, the penal sum may be reduced to the amount of the current cost estimate, following written approval by the Agency.
 - 3) Whenever the current cost estimate increases to an amount greater than the penal sum, the operator, within 90 days after the increase, must either cause the penal sum to be increased to an amount at least equal to the

current cost estimate and submit evidence of the increase to the Agency or obtain other financial assurance, as specified in this Subpart, to cover the increase and submit evidence of the alternate financial assurance to the Agency.

g) Term:

- 1) The bond shall be issued for a term of at least one year and shall not be cancelable during that term.
- 2) The surety bond must provide that, on the current expiration date and on each successive expiration date, the term of the surety bond will be automatically extended for a period of at least one year unless, at least 120 days before the current expiration date, the surety notifies both the operator and the Agency by certified mail of a decision not to renew the bond. Under the terms of the surety bond, the 120 days will begin on the date when both the operator and the Agency have received the notice, as evidenced by the return receipts.
- 3) The Agency shall release the surety by providing written authorization for termination of the bond to the operator and the surety when either of the following occurs:
 - A) An operator substitutes alternate financial assurance, as specified in this Subpart; or
 - B) The Agency releases the operator from the requirements of this Subpart in accordance with Section 807.606(b) of this Part.

h) Cure of default and refunds:

- 1) The Agency shall release the surety if, after the surety becomes liable on the bond, the operator or another person provides financial assurance for closure and post-closure care of the site, unless the Agency determines that a plan or the amount of substituted financial assurance is inadequate to provide closure and post-closure care as required by this Part.
- 2) After closure and post-closure care have been completed in accordance with the plans and requirements of this Part, the Agency shall refund any unspent money that was paid to the Agency by the surety subject to appropriation of funds by the Illinois General Assembly.

- i) The surety will not be liable for deficiencies in the performance of closure by the operator after the Agency releases the operator from the requirements of this Subpart.

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.664 Letter of Credit

- a) An operator may satisfy the requirements of this Subpart by obtaining an irrevocable standby letter of credit that conforms to the requirements of this Section and submitting the letter to the Agency.
- b) The issuing institution must be an entity that has the authority to issue letters of credit and:
 - 1) Whose letter-of-credit operations are regulated by the Department of Financial and Professional Regulation; or
 - 2) Whose deposits are insured by the Federal Deposit Insurance Corporation.
- c) Forms:
 - 1) The letter of credit must be on the form specified in Appendix A, Illustration E.
 - 2) The letter of credit must be accompanied by a letter from the operator referring to the letter of credit by number, issuing institution and date and providing the following information: name and address of the site and the amount of funds assured for closure and post-closure care of the site by the letter of credit.
- d) Any amounts drawn by the Agency pursuant to the letter of credit will be deposited in the Landfill Closure and Post-Closure Fund within the State Treasury.
- e) Conditions on which the Agency shall draw on the letter of credit:
 - 1) The Agency shall draw on the letter of credit if the operator fails to perform closure or post-closure care in accordance with the closure and post-closure care plans.
 - 2) The Agency shall draw on the letter of credit when the operator:

- A) Abandons the site;
 - B) Is adjudicated bankrupt;
 - C) Fails to initiate closure or post-closure care of the site when ordered to do so by the Board or a court of competent jurisdiction;
 - D) Notifies the Agency that it has initiated closure, or initiates closure, but fails to provide closure and post-closure care in accordance with the closure and post-closure care plans; or
 - E) Fails to provide alternate financial assurance, as specified in this Subpart, and obtain the Agency's written approval of the assurance provided within 90 days after receipt by both the operator and the Agency of a notice from the issuing institution that the letter of credit will not be extended for another term.
- f) Amount:
- 1) The letter of credit must be issued in an amount at least equal to the current cost estimate.
 - 2) Whenever the current cost estimate decreases, the amount of credit may be reduced to the amount of the current cost estimate, following written approval by the Agency.
 - 3) Whenever the current cost estimate increases to an amount greater than the amount of the credit, the operator, within 90 days after the increase, must either cause the amount of the credit to be increased to an amount at least equal to the current cost estimate and submit evidence of the increase to the Agency or obtain other financial assurance, as specified in this Subpart, to cover the increase and submit evidence of the alternate financial assurance to the Agency.
- g) Term:
- 1) The letter of credit shall be irrevocable and shall be issued for a term of at least one year.
 - 2) The letter of credit must provide that, on the current expiration date and on each successive expiration date, the letter of credit will be automatically

extended for a period of at least one year unless, at least 120 days before the current expiration date, the issuing institution notifies both the operator and the Agency by certified mail of a decision not to extend the letter of credit for another term. Under the terms of the letter of credit, the 120 days will begin on the date when both the operator and the Agency have received the notice, as evidenced by the return receipts.

- 3) The Agency must return the letter of credit to the issuing institution for termination when either of the following occurs:
 - A) An operator substitutes alternate financial assurance, as specified in this Subpart; or
 - B) The Agency releases the operator from the requirements of this Subpart in accordance with Section 807.606(b) of this Part.
- h) Cure of default and refunds:
 - 1) The Agency shall release the financial institution if, after the Agency is allowed to draw on the letter of credit, the operator or another person provides financial assurance for closure and post-closure care of the site, unless the Agency determines that a plan or the amount of substituted financial assurance is inadequate to provide closure and post-closure care as required by this Part.
 - 2) After closure and post-closure care have been completed in accordance with the plans and requirements of this Part, the Agency shall refund any unspent money which was paid to the Agency by the financial institution, subject to appropriation of funds by the Illinois General Assembly.

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.665 Closure Insurance

- a) An operator may satisfy the requirements of this Subpart by obtaining closure and post-closure care insurance that conforms to the requirements of this Section and submitting to the Agency an executed duplicate original of the insurance policy and the certificate of insurance for closure and/or post-closure care specified in Appendix A, Illustration F.
- b) The insurer must be licensed to transact the business of insurance by the Illinois Department of Insurance or at a minimum the insurer must be licensed to transact

the business of insurance, or approved to provide insurance as an excess or surplus lines insurer, by the insurance department in one or more states.

- c) The policy must be on forms filed with the Illinois Department of Insurance pursuant to Section 143(2) of the Illinois Insurance Code [215 ILCS 5/143(2)] and 50 Ill. Adm. Code 753, or on forms approved by the insurance department of one or more states.
- d) Face amount:
 - 1) The closure and post-closure care insurance policy must be issued for a face amount at least equal to the current cost estimate. The term "face amount" means the total amount the insurer is obligated to pay under the policy. Actual payments by the insurer will not change the face amount, although the insurer's future liability will be lowered by the amount of the payments.
 - 2) Whenever the current cost estimate decreases, the face amount may be reduced to the amount of the current cost estimate following written approval by the Agency.
 - 3) Whenever the current cost estimate increases to an amount greater than the face amount, the operator, within 90 days after the increase, must either cause the face amount to be increased to an amount at least equal to the current cost estimate and submit evidence of the increase to the Agency or obtain other financial assurance, as specified in this Subpart, to cover the increase and submit evidence of the alternate financial assurance to the Agency.
- e) The closure and post-closure care insurance policy must guarantee that funds will be available to close the site and to provide post-closure care thereafter. The policy must also guarantee that, once closure begins, the insurer will be responsible for paying out funds, up to an amount equal to the face amount of the policy, upon the direction of the Agency to a party or parties the Agency specifies. The insurer will be liable when:
 - 1) The operator abandons the site;
 - 2) The operator is adjudicated bankrupt;
 - 3) The Board or a court of competent jurisdiction orders the site closed;

- 4) The operator notifies the Agency that it is initiating closure; or
 - 5) Any person initiates closure with approval of the Agency.
- f) After initiating closure, an operator or any other person authorized to perform closure or post-closure care may request reimbursement for closure and post-closure care expenditures by submitting itemized bills to the Agency. Within 60 days after receiving bills for closure or post-closure care activities, the Agency will determine whether the expenditures are in accordance with the closure plan or post-closure care plan, and if so, will instruct the insurer to make reimbursement in such amounts as the Agency specifies in writing. If the Agency has reason to believe that the cost of closure and post-closure care will be significantly greater than the face amount of the policy, it may withhold reimbursement of those amounts it deems prudent until it determines that the operator is no longer required to maintain financial assurance.
- g) Cancellation:
- 1) The operator shall maintain the policy in full force and effect until the Agency consents to termination of the policy.
 - 2) The policy must provide that the insurer may not cancel, terminate or fail to renew the policy except for failure to pay the premium. The automatic renewal of the policy must, at a minimum, provide the insured with the option of renewal at the face amount of the expiring policy. If there is a failure to pay the premium, the insurer may elect to cancel, terminate or fail to renew the policy by sending notice by certified mail to the operator and the Agency. Cancellation, termination or failure to renew may not occur, however, during the 120 days beginning on the date of receipt of the notice by both the Agency and the operator, as evidenced by the return receipts. Cancellation, termination or failure to renew may not occur and the policy will remain in full force and effect in the event that on or before the date of expiration the premium due is paid.
- h) Each policy must contain a provision allowing assignment of the policy to a successor operator. The assignment may be conditional upon consent of the insurer, provided that consent is not unreasonably refused.

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.666 Self-insurance for Non-Commercial Sites

- a) Definitions: The following terms are used in this Section. The definitions are intended to assist in the understanding of this Section and are not intended to limit the meanings of terms in a way that conflicts with generally accepted accounting principles.

"Assets" means all existing and all probable future economic benefits obtained or controlled by a particular entity.

"Current assets" means cash or other assets or resources commonly identified as those which are reasonably expected to be realized in cash or sold or consumed during the normal operating cycle of the business.

"Current liabilities" means obligations whose liquidation is reasonably expected to require the use of existing resources properly classifiable as current assets or the creation of other current liabilities.

"Generally accepted accounting principles" means the accounting and auditing standards incorporated by reference at 35 Ill. Adm. Code 810.104(a)(2).

"Gross Revenue" means total receipts less returns and allowances.

"Independently audited" refers to an audit performed by an independent certified public accountant in accordance with generally accepted auditing standards.

"Liabilities" means probable future sacrifices of economic benefits arising from present obligations to transfer assets or provide services to other entities in the future as a result of past transactions or events.

"Net working capital" means current assets minus current liabilities.

"Net worth" means total assets minus total liabilities and is equivalent to owner's equity.

"Tangible net worth" means the tangible assets less liabilities; tangible assets do not include intangibles such as goodwill and rights to patents or royalties.

- b) An operator may satisfy the financial assurance requirements of this Part by providing the following:

- 1) Bond without surety promising to pay the cost estimate (subsection (c)).
 - 2) Proof that the operator meets the gross revenue test (subsection (d)).
 - 3) Proof that the operator meets the financial test (subsection (e)).
- c) Bond without surety. An operator utilizing self-insurance must provide a bond without surety on the form provided in Appendix A, Illustration G. The operator must promise to pay the current cost estimate to the Agency unless the operator provides closure and post-closure care in accordance with the closure and post-closure care plans.
- d) Gross revenue test. The operator must demonstrate that less than one-half of its gross revenues are derived from waste disposal operations.
- e) Financial test:
- 1) To pass the financial test, the operator must meet the criteria of either subsection (e)(1)(A) or (e)(1)(B):
 - A) The operator must have:
 - i) Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion and amortization to total liabilities greater than 0.1; or a ratio of current assets to current liabilities greater than 1.5; and
 - ii) Net working capital and tangible net worth each at least six times the current cost estimate; and
 - iii) Tangible net worth of at least \$10 million; and
 - iv) Assets in the United States amounting to at least 90 percent of the operator's total assets and at least six times the current cost estimate.
 - B) The operator must have:
 - i) A current rating for its most recent bond issuance of AAA, AA, A or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and

- ii) Tangible net worth at least six times the current cost estimate; and
 - iii) Tangible net worth of at least \$10 million; and
 - iv) Assets located in the United States amounting to at least 90 percent of its total assets or at least six times the current cost estimate.
- 2) To demonstrate that it meets this test, the operator must submit the following items to the Agency:
 - A) A letter signed by the operator's chief financial officer and worded as specified in Appendix A, Illustration I; and
 - B) A copy of the independent certified public accountant's report on examination of the operator's financial statements for the latest completed fiscal year; and
 - C) A special report from the operator's independent certified public accountant to the operator stating that:
 - i) The accountant has compared the data which the letter from the chief financial officer specifies as having been derived from the independently audited, year-end financial statements for the latest fiscal year with the amounts in such financial statements; and
 - ii) In connection with that procedure, no matters came to the accountant's attention that caused the accountant to believe that the specified data should be adjusted.
- f) Updated information:
 - 1) After the initial submission of items specified in subsections (d) and (e), the operator must send updated information to the Agency within 90 days after the close of each succeeding fiscal year.
 - 2) If the operator no longer meets the requirements of subsections (d) and (e), the operator must send notice to the Agency of intent to establish alternate financial assurance. The notice must be sent by certified mail within 90

days after the end of the fiscal year for which the year-end financial data show that the operator no longer meets the requirements.

- g) Qualified opinions. If the opinion required in subsections (e)(2)(B) and (e)(2)(C) includes an adverse opinion or a disclaimer of opinion, the Agency shall disallow the use of self-insurance. If the opinion includes other qualifications, the Agency shall disallow the use of self-insurance if:
 - 1) The qualifications relate to the numbers that are used in the gross revenue test or the financial test; and
 - 2) In light of the qualifications, the operator has failed to demonstrate that it meets the gross revenue test or financial test.
- h) Parent corporation. An operator may satisfy the financial assurance requirements of this Part by:
 - 1) Demonstrating that a corporation that owns an interest in the operator meets the requirements of this Section; and
 - 2) Providing a bond to the Agency with the parent corporation as surety on a form specified in Appendix A, Illustration H in accordance with Section 807.662(d), (e), (f), and (g) of this Part.

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

SUBPART G: SITE SPECIFIC RULES AND EXCEPTIONS NOT OF GENERAL APPLICABILITY

Section 807.700 Cretex Pressure Pipe, Inc. Concrete Waste Disposal Site

- a) The cover requirements of Section 807.305(a), (b) and (c) shall not apply to the on-site disposal of concrete waste resulting from the manufacturing operations of Cretex Pressure Pipe, Inc. (Cretex) at its South Beloit, Winnebago County, plant.
- b) Disposal activities shall meet the following requirements:
 - 1) Cretex shall limit waste disposal to the types of waste disposed of pursuant to variance granted in PCB 83-125, which are concrete waste, cull pipe, and metal reinforcing rods embedded in concrete. Cretex shall take all reasonable measures to minimize disposal of such metals as waste through

use of recycling, such as reuse of the metals on-site or sale or exchange of the metals through the Illinois Industrial Materials Exchange Service.

- 2) Cretex shall limit the exposed, active surface of its disposal site to a one acre area, and the height of the fill in the active area to that of adjacent improved terrain.
- 3) Once a week, Cretex shall cover the exposed, active surface of its disposal site with a compacted layer of at least 6 inches of earthen material.
- 4) Within 60 days of cessation of disposal activities, in any one acre area, Cretex shall provide any final, sloping faces of its disposal site with at least two feet of final cover consisting of compacted earthen material. Cretex shall insure that a vegetative cover is established to control erosion.
- 5) Within 60 days of cessation of disposal activities, Cretex shall provide any flat reclaimed area of its disposal site which is to be used for the storage of pipe inventory and equipment, or which is to be occupied by buildings, with at least six inches of final cover consisting of silty sand or similar material. However, within 60 days of cessation of such uses, Cretex shall provide at least an additional 18 inches of final cover material as specified in subsection (b)(4) above.

(Source: Added at 12 Ill. Reg. 15566, effective September 14, 1988)

APPENDIX A Financial Assurance Forms**Section 807.ILLUSTRATION A Trust Agreement**

TRUST AGREEMENT

Trust Fund Number _____

Trust Agreement, the "Agreement," entered into as of the ____ day of _____, by and between _____, a _____, the "Grantor," and _____, _____, the "Trustee."

Whereas, Section 21.1 of the Environmental Protection Act, "Act", prohibits any person from conducting any waste disposal operation unless such person has posted with the Illinois Environmental Protection Agency, "IEPA", a performance bond or other security for the purpose of insuring closure of the site and post-closure care in accordance with the Act and Illinois Pollution Control Board, "IPCB", rules.

Whereas, the IPCB has established certain regulations applicable to the Grantor, requiring that an operator of a waste disposal site provide assurance that funds will be available when needed for closure and/or post-closure care of the site.

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the sites identified in this agreement.

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

Whereas, Trustee is an entity which has authority to act as a trustee and whose trust operations are regulated by the Illinois Department of Financial and Professional Regulation or who complies with the Corporate Fiduciary Act [205 ILCS 620]. (Line through any condition that does not apply.)

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

Section 1. Definitions. As used in this Agreement:

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

Section 2. Identification of Sites and Cost Estimates. This Agreement pertains to the sites and cost estimates identified on attached Schedule A (on Schedule A, list the name and address and current cost estimate of each site for which financial assurance is demonstrated by this agreement).

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the IEPA. The Grantor and the Trustee intend that no other third party have access to the Fund except as provided in this agreement. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached to this agreement. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits on the Fund, less any payments or distributions made by the Trustee pursuant to this agreement. The Fund shall be held by the Trustee, in trust, as provided in this agreement. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the IEPA shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the sites covered by this agreement. The Trustee shall reimburse the Grantor or other persons as specified by the IEPA from the Fund for closure and post-closure expenditures in such amounts as the IEPA shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the IEPA specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund.

Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trust Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary 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 site, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 USC 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal government or the State of Illinois;

- b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by the Federal Deposit Insurance Corporation.
- 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 USC 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this agreement or by law, the Trustee is expressly authorized and empowered:

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

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

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee, to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. The Trustee shall annually furnish to the Grantor and to the IEPA a statement confirming the value of the Trust. The evaluation day shall be each year on the _____ day of _____. Any securities in the Fund shall be valued at market value as of the evaluation day. The Trustee shall mail the evaluation statement to the Grantor and the IEPA within 30 days after the evaluation day. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the IEPA shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and the successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the IEPA and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the IEPA to the Trustee shall be in writing, signed by the IEPA Director or his/her designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or IEPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or IEPA, except as provided in this agreement.

Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the IEPA, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the IEPA Director or his/her designee, or by the Trustee and the IEPA Director or his/her designee if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee and the IEPA Director or his/her designee, or by the Trustee and the IEPA Director or his/her designee, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the IEPA Director or his/her designee issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, 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 19. Choice of Law. This Agreement shall be administered, construed and enforced according to the laws of the State of Illinois.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals 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 specified in 35 Ill. Adm. Code 807.Appendix A, Illustration A as these regulations were constituted on the date this Agreement was entered.

Attest:

Signature of Grantor

Typed Name

Title

Seal

Attest:

Signature of Trustee

Typed Name

Title

Seal

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Appendix A Financial Assurance Forms

Illustration B Certificate of Acknowledgment

CERTIFICATE OF ACKNOWLEDGMENT

State of _____)
) SS
County of _____)

On this ____ day of _____, _____ before me personally came _____(operator) to me known, who, being by me duly sworn, did depose and say that she/he resides at _____(address), that she/he is _____(title) of _____(corporation), the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, that she/he signed her/his name thereto by like order.

Notary Public

My Commission Expires

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Appendix A Financial Assurance Forms

Section 807.ILLUSTRATION C Forfeiture Bond

FORFEITURE BOND

Date bond executed: _____

Effective date: _____

Principal: _____

Type of organization: _____

State of incorporation: _____

Surety: _____

Sites:

Name _____

Address _____

City _____

Amount guaranteed by this bond: \$ _____

Name _____

Address _____

City _____

Amount guaranteed by this bond: \$ _____

Please attach a separate page if more space is needed for all sites.

Total penal sum of bond: \$ _____

Surety's bond number: _____

The Principal and the Surety promise to pay the Illinois Environmental Protection Agency ("IEPA") the above penal sum unless the principal provides closure and post-closure care for each site in accordance with the closure and post-closure care plans for that site. To the payment of this obligation the Principal and Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns.

Whereas the Principal is required, under Section 21(d) of the Environmental Protection Act [415 ILCS 5/21(d)], to have a permit to conduct a waste disposal operation;

Whereas the Principal is required, under Section 21.1 of the Environmental Protection Act [415 ILCS 5/21.1], to provide financial assurance for closure and post-closure and post-closure care; and

Whereas the Surety is licensed by the Illinois Department of Insurance or is licensed to transact the business of insurance, or approved to provide insurance as an excess or surplus lines insurer, by the insurance department in one or more states;

Whereas the Principal and Surety agree that this bond shall be governed by the laws of the State of Illinois;

The Surety shall pay the penal sum to the IEPA if, during the term of the bond, the Principal fails to provide closure or post-closure care for any site in accordance with the closure and post-closure care plans for that site as guaranteed by this bond. The Principal fails to so provide when the Principal:

- a) Abandons the site;
- b) Is adjudicated bankrupt;
- c) Fails to initiate closure of the site or post-closure care when ordered to do so by the Illinois Pollution Control Board or a court of competent jurisdiction;
- d) Notifies the IEPA that it has initiated closure, or initiates closure, but fails to close the site or provide post-closure care in accordance with the closure and post-closure care plans; or
- e) Fails to provide alternate financial assurance and obtains the IEPA written approval of the assurance provided within 90 days after receipt by both the Principal and the IEPA of a notice from the Surety that the bond will not be renewed for another term.

The Surety shall pay the penal sum of the bond to the IEPA within 30 days after the IEPA mails notice to the Surety that the Principal has met one or more of the conditions described above. Payment shall be made by check or draft payable to the State of Illinois, Landfill Closure and Post-Closure Fund. The liability of the Surety shall not be discharged by any payment or succession of payments unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond. In no event shall the obligation of the Surety exceed the amount of the penal sum.

This bond shall expire on the _____ day of _____, _____ [date]; but such expiration_

date shall be automatically extended for a period of _____ [at least one year] on _____ [date] and on each successive expiration date, unless, at least 120 days before the current expiration date, the Surety notifies both the IEPA and the Principal by certified mail that the Surety has decided not to extend the term of this surety bond beyond the current expiration date. The 120 days will begin on the date when both the Principal and the IEPA have received the notice, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety; provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond from the IEPA in accordance with 35 Ill. Adm. Code 807.604.

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

The persons whose signatures appear below certify that they are authorized to execute this surety bond on behalf of the Principal and Surety and that the wording of this surety bond is identical to the wording specified in 35 Ill. Adm. Code 807.Appendix A, Illustration C as such regulation was constituted on the date this bond was executed.

Principal

Corporate Surety

Signature

Name

Typed Name

Address

Title

State of Incorporation

Date

Signature

Typed Name

Title

Corporate seal

Corporate seal

Bond premium: \$ _____

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.APPENDIX A Financial Assurance Forms

Section 807.ILLUSTRATION D Performance Bond

PERFORMANCE BOND

Date bond executed: _____

Effective date: _____

Principal: _____

Type of organization: _____

State of incorporation: _____

Surety: _____

Sites:

Name _____

Address _____

City _____

Amount guaranteed by this bond: \$ _____

Name _____

Address _____

City _____

Amount guaranteed by this bond: \$ _____

Please attach a separate page if more space is needed for all sites.

Total penal sum of bond: \$ _____

Surety's bond number: _____

The Principal and the Surety promise to pay the Illinois Environmental Protection Agency ("IEPA") the above penal sum unless the Principal or Surety provides closure and post-closure care for each site in accordance with the closure and post-closure care plans for that site. To the payment of this obligation the Principal and Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns.

Whereas the Principal is required, under Section 21(d) of the Environmental Protection Act [415 ILCS 5/21(d)], to have a permit to conduct a waste disposal operation;

Whereas the Principal is required, under Section 21.1 of the Environmental Protection Act [415 ILCS 5/21.1], to provide financial assurance for closure and post-closure care; and

Whereas the Surety is licensed by the Illinois Department of Insurance or is licensed to transact the business of insurance, or approved to provide insurance as an excess or surplus lines insurer, by the insurance department in one or more states;

Whereas the Principal and Surety agree that this bond shall be governed by the laws of the State of Illinois;

The Surety shall pay the penal sum to the IEPA or provide closure and post-closure care in accordance with the closure and post-closure care plans for the site if, during the term of the bond, the Principal fails to provide closure or post-closure care for any site in accordance with the closure and post-closure care plans for that site as guaranteed by this bond. The Principal fails to so provide when the Principal:

- a) Abandons the site;
- b) Is adjudicated bankrupt;
- c) Fails to initiate closure of the site or post-closure care when ordered to do so by the Illinois Pollution Control Board or a court of competent jurisdiction;
- d) Notifies the IEPA that it has initiated closure, or initiates closure, but fails to close the site or provide post-closure care in accordance with the closure and post-closure care plans; or
- e) Fails to provide alternate financial assurance and obtain the IEPA written approval of the assurance provided within 90 days after receipt by both the Principal and the IEPA of a notice from the Surety that the bond will not be renewed for another term.

The Surety shall pay the penal sum of the bond to the IEPA or notify the IEPA that it intends to provide closure and post-closure care in accordance with the closure and post-closure care plans for the site within 30 days after the IEPA mails notice to the Surety that the Principal has failed to fulfill one or more of the conditions described above. Payment shall be made by check or draft payable to the State of Illinois, Landfill Closure and Post-Closure Fund.

If the Surety notifies the IEPA that it intends to provide closure and post-closure care, then the Surety must initiate closure and post-closure care within 60 days after the IEPA mailed notice to the Surety that the Principal met one or more of the conditions described above. The Surety must complete closure and post-closure care in accordance with the closure and post-closure care plans, or pay the penal sum.

The liability of the Surety shall not be discharged by any payment or succession of payments unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond. In no event shall the obligation of the Surety exceed the amount of the penal sum.

This bond shall expire on the ____ day of _____, _____ [date]; but such expiration date shall be automatically extended for a period of _____ [at least one year] on _____ [date] and on each successive expiration date, unless, at least 120 days before the current expiration date, the Surety notifies both the IEPA and the Principal by certified mail that the Surety has decided not to extend the term of this surety bond beyond the current expiration date. The 120 days will begin on the date when both the Principal and the IEPA have received the notice, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety; provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond from the IEPA in accordance with 35 Ill. Adm. Code 807.604.

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

The persons whose signatures appear below certify that they are authorized to execute this surety bond on behalf of the Principal and Surety and that the wording of this surety bond is identical to the wording specified in 35 Ill. Adm. Code 807.Appendix A, Illustration D as such regulation was constituted on the date this bond was executed.

Principal

Corporate Surety

Signature

Name

Typed Name

Address

Title

State of Incorporation

Date

Signature

Typed Name

Title

Corporate seal

Corporate seal

Bond premium: \$ _____

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.APPENDIX A Financial Assurance Forms**Section 807.ILLUSTRATION E Irrevocable Standby Letter of Credit**

IRREVOCABLE STANDBY LETTER OF CREDIT

Director
Illinois Environmental Protection Agency
C/O Bureau of Land #24
Financial Assurance Program
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

Dear Sir or Madam:

We have authority to issue letters of credit. Our letter-of-credit operations are regulated by the Illinois Department of Financial and Professional Regulation or our deposits are insured by the Federal Deposit Insurance Corporation. (Omit language that does not apply.)

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in your favor, at the request and for the account of _____ up to the aggregate amount of _____ U.S. dollars (\$ _____), available upon presentation of:

1. your sight draft, bearing reference to this letter of credit No. _____; and
2. your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Environmental Protection Act [415 ILCS 5] and 35 Ill. Adm. Code 807.664(e)."

This letter of credit is effective as of _____ [date] and shall expire on _____ [date_ at least one year later], but, such expiration date shall be automatically extended for a period of _____ [at least one year] on _____ [date] and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and [owner's or operator's name] by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. The 120 days will begin on the date when both _____ [owner's or operator's name] and the IEPA have received the notice, as evidenced by the return receipts. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and _____ [owner's or operator's name], as shown on the signed return receipts.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit,

we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the State of Illinois Landfill Closure and Post-Closure Fund in accordance with your instructions.

We certify that the wording of this letter of credit is identical to the wording specified in 35 Ill. Adm. Code 807.Appendix A, Illustration E as such regulations were constituted on the date shown below.

Typed Name

Title

Date

Name and address of issuing institution

This credit is subject to [insert "the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce," or "the Uniform Commercial Code"].

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.APPENDIX A Financial Assurance Forms

Section 807.ILLUSTRATION F Certificate of Insurance for Closure and/or Post-Closure Care

CERTIFICATE OF INSURANCE FOR CLOSURE AND/OR POST-CLOSURE CARE

Name and Address of Insurer ("Insurer"):

Name and Address of Insured ("Insured"):

Sites Covered:

Name _____

Address _____

City _____

Amount insured for this site: \$ _____

Name _____

Address _____

City _____

Amount insured for this site: \$ _____

Please attach a separate page if more space is needed for all sites.

Face Amount _____

Policy Number _____

Effective Date _____

The Insurer hereby certifies that it is licensed to transact the business of insurance by the Illinois Department of Insurance or that it is licensed to transact the business of insurance, or approved to provide insurance as an excess or surplus lines insurer, by the insurance department in one or more states.

The insurer hereby certifies that it has issued to the Insured the policy of insurance identified above to provide financial assurance for closure and post-closure care for the sites identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of 35 Ill. Adm. Code 807.665, as applicable and as such regulations were constituted on the date shown immediately below. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

Whenever requested by the Illinois Environmental Protection Agency ("IEPA"), the Insurer agrees to furnish to the IEPA a duplicate original of the policy listed above, including all endorsements thereon.

I hereby certify that the wording of this certificate is identical to the wording specified in 35 Ill. Adm. Code 807.Appendix A, Illustration F as such regulations were constituted on the date shown below.

Name (Authorized signature for Insurer)

Typed Name

Title

Date

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.APPENDIX A Financial Assurance Forms

Section 807.ILLUSTRATION G Owner's or Operator's Bond Without Surety

OWNER'S OR OPERATOR'S BOND WITHOUT SURETY

Date bond executed: _____

Effective date: _____

Owner or Operator: _____

Owner's or Operator's address: _____

Site: _____

Site address: _____

Penal sum: \$ _____

The owner or operator promises to pay the penal sum to the Illinois Environmental Protection Agency unless the owner or operator provides closure and post-closure care of the site in accordance with the closure and post-closure care plans for the site.

Owner or Operator

Signature

Typed Name

Title

Date

Corporate Seal

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Section 807.APPENDIX A Financial Assurance Forms

Section 807.ILLUSTRATION H Owner's or Operator's Bond with Parent Surety

OWNER'S OR OPERATOR'S BOND WITH PARENT SURETY

Date bond
executed: _____

Effective Date: _____

Surety: _____

Surety's
address: _____

Owner or Operator: _____

Owner or Operator's
address: _____

Site: _____

Site address: _____

Penal sum: \$ _____

The Owner or Operator and Surety promise to pay the above penal sum to the Illinois Environmental Protection Agency ("IEPA") unless the Owner or Operator provides closure and post-closure care of the site in accordance with the closure and post-closure care plans for the site. To the payment of this obligation the Owner or Operator and Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns.

Whereas the Owner or Operator is required, under Section 21(d) of the Environmental Protection Act [415 ILCS 5/21(d)], to have a permit to conduct a waste disposal operation; and

Whereas the Owner or Operator is required, under Section 21.1 of the Environmental Protection Act [415 ILCS 5/21.1], to provide financial assurance for closure and post-

closure care; and

Whereas the Owner or Operator and Surety agree that this bond shall be governed by the laws of the State of Illinois; and

Whereas the Surety is a corporation which owns an interest in the Owner or Operator;

The Surety shall pay the penal sum to the IEPA if, during the term of the bond, the Owner or Operator fails to provide closure or post-closure care for any site in accordance with the closure and post-closure care plans for that site as guaranteed by this bond. The Owner or Operator fails to so provide when the Owner or Operator:

- a) Abandons the site;
- b) Is adjudicated bankrupt;
- c) Fails to initiate closure of the site or post-closure care when ordered to do so by the Illinois Pollution Control Board or a court of competent jurisdiction;
- d) Notifies the IEPA that it has initiated closure, or initiates closure, but fails to close the site or provide post-closure care in accordance with the closure and post-closure care plans; or
- e) Fails to provide alternate financial assurance and obtain the IEPA written approval of the assurance provided within 90 days after receipt by the IEPA of a notice from the Surety that the bond will not be renewed for another term.

The Surety shall pay the penal sum of the bond to the IEPA within 30 days after the IEPA mails notice to the Surety that the Owner or Operator has met one or more of the conditions described above. Payment shall be made by check or draft payable to the State of Illinois, Landfill Closure and Post-Closure Fund.

The liability of the Surety shall not be discharged by any payment or succession of payments unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond. In no event shall the obligation of the Surety exceed the amount of the penal sum.

This bond shall expire on the ____ day of _____, _____ [date]; but such expiration date shall be automatically extended for a period of _____ [at least one year] on _____ [date] and on each successive expiration date, unless, at least 120 days before the current expiration date, the Surety notifies both the IEPA and the Owner or Operator by certified mail that the Surety has decided not to extend this surety bond beyond the current expiration date. The 120 days will begin on the date when both the

Owner or Operator and the IEPA have received the notice, as evidenced by the return receipts.

The Owner or Operator may terminate this bond by sending written notice to the Surety; provided, however, that no such notice shall become effective until the Surety received written authorization for termination of the bond from the IEPA in accordance with 35 Ill. Adm. Code 807.604.

In Witness Whereof, the Owner or Operator and Surety have executed this bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below certify that they are authorized to execute this surety bond on behalf of the Owner or Operator and Surety and that the wording of this surety bond is identical to the wording specified in 35 Ill. Adm. Code 807.Appendix A, Illustration H as such regulation was constituted on the date this bond was executed.

Owner or Operator

Surety

Signature

Name

Typed Name

Address

Title

State of Incorporation

Date

Signature

Typed Name

Title

Corporate seal

Corporate seal

(Source: Amended at 35 Ill. Reg. 10784, effective June 22, 2011)

Appendix A Financial Assurance Forms

Illustration I Letter from Chief Financial Officer

LETTER FROM CHIEF FINANCIAL OFFICER

Director
Illinois Environmental Protection Agency
2200 Churchill Road
Springfield, Illinois 62706

Dear Sir or Madam:

I am the chief financial officer of _____.

This letter is in support of this firm's use of the gross revenue test and financial test to demonstrate financial assurance pursuant to 35 Ill. Adm. Code 807.666.

This letter is to demonstrate financial assurance for the following sites:

Operator: _____

Name: _____

Address: _____

City: _____

Current cost estimate: \$ _____

Operator: _____

Name: _____

Address: _____

City: _____

Current cost estimate: \$ _____

Please attach a separate page if more space is needed for all facilities.

Attached is an Operator's Bond without Surety or an Operator's Bond with Parent Surety for the current cost estimate for each site. (Strike inapplicable language.)

Gross Revenue Test

1. Gross revenue of the firm \$ _____
2. Gross revenue from waste disposal operations \$ _____
3. Line 2 divided by line 3 _____

Financial Test Alternative I

1. Sum of current cost estimates (total of all cost estimates shown in paragraphs above) \$ _____
2. Total liabilities (if any portion of the cost estimates is included in total liabilities, you may deduct the amount of that portion from this line and add that amount to lines 3 and 4) \$ _____
3. Tangible net worth \$ _____
4. Net worth \$ _____
5. Current assets \$ _____
6. Current liabilities \$ _____
7. Net working capital (line 5 minus line 6) \$ _____
8. The sum of net income plus depreciation, depletion, and amortization \$ _____
9. Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S) \$ _____

- | | | |
|-------------------------------------|-------|-------|
| | Yes | No |
| 10. Is line 3 at least \$10 million | _____ | _____ |
| | _____ | _____ |

- 11. Is line 3 at least 6 times line 1? _____
- 12. Is line 7 at least 6 times line 1? _____
- 13. Are at least 90% of firm's assets located in the U.S.? If not, complete line 14. _____
- 14. Is line 9 at least 6 times line 1? _____
- 15. Is line 2 divided by line 4 less than 2.0? _____
- 16. Is line 8 divided by line 2 greater than 0.1? _____
- 17. Is line 5 divided by line 6 greater than 1.5? _____

Signature

Typed Name

Title

Date

Financial Test
Alternative II

- 1. Sum of current cost estimates (total of all cost estimates shown in paragraphs above) \$ _____
- 2. Current bond rating of most recent issuance of this firm and name of rating service _____
- 3. Date of issuance of bond _____
- 4. Date of maturity of bond _____
- 5. Tangible net worth (if any portion of the closure and post-closure cost estimates is included in "total liabilities" on your firm's financial statements, you \$ _____

may add the amount of that portion to this line)

6. Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.) \$ _____

Yes No

7. Is line 5 at least \$10 million? _____

8. Is line 5 at least 6 times line 1? _____

9. Are at least 90% of firm's assets located in the U.S.? If not complete line 10. _____

10. Is line 6 at least 6 time line 1? _____

Signature

Typed name

Title

Date

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)

Appendix B Old Rule Numbers Referenced

The following table is provided to aid in referencing old Board rule numbers to section numbers pursuant to codification.

Chapter 7: Solid Waste	35 Ill. Adm. Code 807
Rule 101	Section 807.101
Rule 102	Section 807.102
Rule 103	Section 807.103
Rule 104	Section 807.104
Rule 201	Section 807.201
Rule 202	Section 807.202
Rule 203	Section 807.203
Rule 204	Section 807.204

Rule 205	Section 807.205
Rule 206	Section 807.206
Rule 207	Section 807.207
Rule 208	Section 807.208
Rule 209	Section 807.209
Rule 210	Section 807.210
Rule 211	Section 807.211
Rule 212	Section 807.212
Rule 213	Section 807.213
Rule 301	Section 807.301
Rule 302	Section 807.302
Rule 303	Section 807.303
Rule 304	Section 807.304
Rule 305	Section 807.305
Rule 306	Section 807.306
Rule 307	Section 807.307
Rule 308	Section 807.308
Rule 309	Section 807.309
Rule 310	Section 807.310
Rule 311	Section 807.311
Rule 312	Section 807.312
Rule 313	Section 807.313
Rule 314	Section 807.314
Rule 315	Section 807.315
Rule 316	Section 807.316
Rule 317	Section 807.317
Rule 318	Section 807.318

(Source: Amended at 9 Ill. Reg. 18942, effective November 25, 1985)