From: Moisan, Nerissa
To: PCB.Drafts
Subject: FW: R26-17 Financial Assurance Draft Forms
Date: Thursday, June 4, 2026 9:20:19 AM
Attachments: Irrevocable Standby Letter of Credit - Non-RCRA Programs.pdf
image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
Surety Bond Guaranteeing Pmt - Non-RCRA Programs.pdf
Trust Agreement - MMCS Non-RCRA.pdf
Certificate of Acknowledgment.pdf

FYI

Nerissa Diaz Moisan
Attorney Advisor to Board Member Tin
Pollution Control Board
(312) 814-3625
Nerissa.Moisan@illinois.gov
60 E. Van Buren St., Ste. 630
Chicago, Illinois 60605

From: Dellaquila, Trevor <Trevor.Dellaquila@Illinois.gov>
Sent: Thursday, June 4, 2026 8:49 AM
To: Moisan, Nerissa <Nerissa.Moisan@Illinois.gov>
Subject: R26-17 Financial Assurance Draft Forms

Hello,

Attached are copies of the draft financial assurance forms presented today at the Hearing in the above captioned rulemaking. Thank you!

Respectfully,

Trevor Dell'Aquila

Trevor Dell'Aquila
Assistant Counsel
Land Regulatory Unit, Division of Legal Counsel
312 832-0025
Trevor.DellAquila@illinois.gov

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Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

CERTIFICATE OF ACKNOWLEDGMENT

To: Director
Illinois Environmental Protection Agency
Attn: Bureau of Land, _____ Section
c/o: _____
2520 W. Iles Ave
P.O. Box 19276
Springfield, IL 62794-9276

Re: ☐ Owner ☐ Operator
Entity Name: _____
Attn: _____
Address: _____
City: _____ State: _____ Zip Code: _____

FACILITY
Facility Name: _____
BOL ID No.: _____
Address: _____
City: _____ State: _____ Zip Code: _____

State of _____)
) SS
County of _____)

On this _____, before me personally came _____ to me known, who, being by me duly sworn, did (1) depose and say that she/he resides at (2) _____, that she/he is _____ of (3) _____, the corporation described in and which executed the above instrument; that (4) she/he knows the seal of (5) 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, and that she/he signed her/his name thereto by like order.

_____
Signature of Notary Public

_____
Typed Name/Title

_____
Date

My Commission Expires on _____.

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.*, and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

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IRREVOCABLE STANDBY LETTER OF CREDIT

Non-RCRA Programs

To: Director
Illinois Environmental Protection Agency
Attn: Bureau of Land, _____ Section
c/o: _____
2520 W. Iles Ave
P.O. Box 19276
Springfield, IL 62794-9276

Re: ☐ Owner ☐ Operator
Entity Name: _____
Attn: _____
Address: _____
City: _____ State: _____ Zip Code: _____

FACILITY
Facility Name: _____
BOL ID No.: _____
Address: _____
City: _____ State: _____ Zip Code: _____

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in your favor, as beneficiary, at the request and for the account of _____ (1) up to the aggregate amount of _____ (2) _____ (3) U.S. dollars ($_____ (4)), available upon presentation of:

1. your sight draft, bearing reference to this Letter of Credit No. _____ (5) and

2. your signed statement reading as follows: "I certify that the amount of the draft I payable pursuant to regulations issued under the authority of the Environmental Protection Act, 415 ILCS 5/1 et seq., as amended."

This letter of credit is effective as of _____ (6) and shall expire on _____ (7), but such expiration date shall be automatically extended for a period of _____ (8) on _____ (9) and on each successive expiration date, unless, at least 120 days before the then current expiration date, we notify both you and _____ (10), by certified mail

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq*., and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

or overnight courier that we have decided not to extend this letter of credit beyond the current expiration date.

In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft until the later of the following dates:

1. the expiration date of this letter of credit; or

2. 120 days after the date of receipt of the notice of both you and _____(11), 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 honor such draft upon presentation to us; and we shall deposit the amount of the draft directly into the standby trust fund of _____(12) in accordance with your instructions.

We certify that the wording of this letter of credit was not altered or modified in any way other than as intended to complete the letter of credit.

This credit is subject to:

☐ the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

☐ the Uniform Commercial Code.

Signature: _____
Typed Name: _____
Title: _____
Date: _____

Signature: _____
Typed Name: _____
Title: _____
Date: _____

Name and Address of the Issuing Institution:
Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____

DRAFT

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq*., and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

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SURETY BOND GUARANTEEING PAYMENT

Non-RCRA Programs

Date bond executed: _____
Effective date: _____
Principal Name: _____(1)_____
Address: _____(2)_____
Type of Organization: _____(3)_____
State of incorporation: _____
Surety(ies) Name(s): _____(4)_____
Address(s): _____(5)_____

Removal Amount: _____(6)_____

EPA ID Number: _____
Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____ (7)
Amount Guaranteed by this bond: $ _____

EPA ID Number: _____
Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____ (7)
Amount Guaranteed by this bond: $ _____

Total Penal sum of bond: $ _____

Surety's bond number: _____

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

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.*, and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

Whereas, the Illinois Pollution Control Board (IPCB), has established certain regulations applicable to the Principal, requiring that an owner or operator of a _____(8)_____ site provide assurance that funds will be available when needed for removal of _____(9)_____ from the site; and

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

The bond must guarantee that the Principal will perform removal in accordance with the removal plan and guarantee that, within 90 days after receipt by both the Principal and the Illinois EPA of a notice of cancellation of the bond from the Surety(ies), provide alternate financial assurance in accordance with 35 Ill. Adm. Code 848, Subpart D and obtain the Illinois EPA's written approval of the assurance provided.

The surety will become liable on the bond obligation when, under the term of the bond, the owner or operator fails to perform as guaranteed by the bond. The owner or operator fails to perform when the owner or operator does any one or more of the following:

A) abandons the site;

B) is adjudicated bankrupt;

C) within 30 days after the date on which the known final volume of _____(10)_____ is received, either (i) fails to complete removal or (ii) fails to submit a removal plan that is approved by the Illinois EPA in accordance with _____(11)_____;

D) fails to initiate removal when ordered to do so by the IPCB pursuant to Title VIII of the Illinois Environmental Protection Act, or when ordered to do so by a court of competent jurisdiction;

E) fails to complete removal in accordance with the approved removal plan; or

F) fails, within 90 days after receipt by both the owner or operator and the Illinois EPA of a notice of cancellation of the surety bond, to provide alternate financial assurance and obtain the Illinois EPA's written approval of the assurance provided.

If the Principal provides alternate financial assurance, as specified in _____(12)_____ as applicable, and obtains the Illinois EPA Director's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Illinois EPA from the Surety(ies), then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the Illinois EPA Director that the Principal has failed to perform as guaranteed by this bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the Illinois EPA Director.

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

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.*, and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

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

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Illinois EPA Director.

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

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond was not altered or modified in any way other than as intended to complete the surety bond.

PRINCIPAL

_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
Seal:	Seal:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DRAFT

CORPORATE SURETY(IES)

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq*., and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

Name: _____ Address: _____
City: _____ State: _____ Zip Code: _____

State of Incorporation: _____
Liability Limit: $_____

_____
Signature

_____
Name

_____
Title

Seal:

Name: _____ Address: _____
City: _____ State: _____ Zip Code: _____

State of Incorporation: _____
Liability Limit: $_____

_____
Signature

_____
Name

_____
Title

Seal:

BOND PREMIUM: $_____

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq*., and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield, Illinois • 62794-9276 • 217-782-3397

TRUST AGREEMENT

Non-RCRA Programs

Trust Fund Number _____

To: Director
Illinois Environmental Protection Agency
Attn: Bureau of Land, _____ Section
c/o: _____
2520 W. Iles Ave
P.O. Box 19276
Springfield, IL 62794-9276

Re: ☐ Owner ☐ Operator
Entity Name: _____
Attn: _____
Address: _____
City: _____ State: _____ Zip Code: _____

FACILITY
Facility Name: _____
BOL ID No.: _____
Address: _____
City: _____ State: _____ Zip Code: _____

Trust Agreement, the "Agreement," entered into as of the _____(1) day of _____(2), by and between _____(3), a _____(4), the "Grantor," and _____(5), _____(6), the "Trustee."

Whereas, the Illinois Pollution Control Board ("IPCB") has established certain regulations applicable to the Grantor, requiring that an owner or operator of a _____(7) site provide assurance that funds will be available when needed for _____(8) the site.

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the site(s) 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.

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.*, and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

Whereas, the Trustee is an entity that 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].

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 Site(s) and Cost Estimates.
This Agreement pertains to the site(s) and cost estimates identified on the attached Schedule A.(9)

Section 3. Establishment of Fund.
The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the Illinois

EPA. 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(10) 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 established by the Illinois EPA.

Section 4. Payment for_____(11).
The Trustee shall make payments from the Fund as the Illinois EPA shall direct, in writing, to provide for the payment of the costs of _____(12) for the site(s) covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the Illinois EPA from the Fund for _____(13)expenditures in such amounts as the Illinois EPA shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Illinois EPA specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 5. Payments Comprising the Fund.
Payments made to the Trustee for the Fund shall consist of cash 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 its 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:

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq*., and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

(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 Section 80a-2(a)(2) of 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 on 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 depositary even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depositary 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;

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(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 in connection with administration of this Trust, 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 Illinois EPA a statement confirming the value of the Trust. The evaluation day shall be each year on the _____[14] day of _____[15]. 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 Illinois EPA 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 Illinois EPA 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 Illinois EPA, 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[16]. 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 Illinois EPA to the Trustee shall be in writing, signed by the

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq*., and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

Illinois EPA Director or their 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 Illinois EPA 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 Illinois EPA, except as provided in this Agreement.

Section 15. Notice of Nonpayment.
The Trustee shall notify the Grantor and the Illinois EPA, 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 Illinois EPA Director or their designee, or by the Trustee and the Illinois EPA Director or their 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 Illinois EPA Director or their designee, or by the Trustee and the Illinois EPA Director or their 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 Illinois EPA Director or their 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 was not modified or altered in any way other than as intended to complete the Agreement.

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq*., and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.

Attest: _____
Signature of Trustee

_____
Typed Name

_____
Title

Seal

Attest: _____
Signature of Trustee

_____
Typed Name

_____
Title

Seal

Name and Address of the Issuing Institution:
Name: _____ Address: _____
City: _____ State: _____ Zip Code: _____

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
DRAFT

The Illinois EPA is authorized to require, and you must disclose, the information on this required form pursuant to the Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq*., and its implementing regulations. Failure to disclose the information may result in rejection of the financial assurance mechanism submitted and other penalties provided for in the Act, 415 ILCS 5/42-45. Intentional falsification of the information in this form may result in significant criminal and civil penalties as provided by law.