**Section 811.APPENDIX A Financial Assurance Forms**

**Section 811.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 references to this letter of credit No. |  | ; and |
|  |  |  |  |
| 2. | your signed statement reading as follows: "I certify that the amount of the draft is payable under regulations issued under authority of the Environmental Protection Act [415 ILCS 5] and 35 Ill. Adm. Code 811.713(e)." |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| This letter of credit is effective as of |  | [date] and willexpire on |  | [date] |
| at least one year later]; but that expiration date will 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 the |  | [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 will 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 will duly honor that draft upon presentation to us, and we will deposit the amount of the draft directly into the State of Illinois Landfill Closure and Post-Closure or Corrective Action 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 811.Appendix A, Illustration E as that regulation was constituted on the date shown below.

|  |  |
| --- | --- |
| Signature |  |
| 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 44 Ill. Reg. 15577, effective September 3, 2020)