

## **IX. Local Government Guarantee**

All requirements and specifications in VIII. Above shall apply to the wording of local government guarantees of third party closure, post-closure and corrective action costs, except that paragraph (a) of the CFO letter shall read as follows:

(a) I am the CFO of (name and address of local government) and am authorized to commit (local government) to the terms of this letter. This letter constitutes a guarantee by (name of local government) of the closure, post-closure and corrective action costs of the following landfills (name and description of landfills) operated by (name, address and [permit number of permittee [herein "Permittee"]]).

In addition, the CFO letter constituting a local government guarantee shall contain the following provisions:

(a) If Permittee at any time fails to perform closure, post-closure or corrective action at any landfill specified in paragraph (a) above, (local government) will either: i] perform or pay a qualified third party to perform the required closure, post-closure or corrective action; or ii] establish, in the name of Permittee, a fully funded trust fund, in an amount sufficient to pay for the required closure or post-closure care or corrective action, with a trustee authorized to carry on a trust business in the state of Oregon.

(b) This guarantee remains in force unless (local government) sends notice of its cancellation by certified mail to Permittee and to the Administrator, and for 120 days following the receipt of such notice by both Permittee and Administrator. If Permittee fails to provide alternate financial assurance acceptable to the Administrator within 90 days of the receipt of such notice, (local government) will provide that alternate assurance or reinstate its guarantee.