

June 18, 2021

Ms. Susan Speake, Trust Fund Manager
Assessment and Remediation
Office of Land Resources
Arkansas Department of Environmental Quality
5301 Northshore Drive
Little Rock, AR 72118-5317

PMT#: 0299-SI-RI

JUN 2 1 2021

DOC ID#: 80336 TO: 55>FIL 4CR

RE:

Financial Assurance Update

Bond # 850713

Cherokee Sanitary Landfill Company - Class 1

Permit No: 0299-S1-R1 AFIN: 25-00028

Dear Ms. Speake:

On behalf of Cherokee Sanitary Landfill Company and in accordance with APC & EC Regulation 22.1402 and 22.1403, attached is an increase Rider to Surety Bond No. 850713 for Cherokee Village Landfill (Class 1).

The increase rider accounts for the annual inflation factor for 2021 and the recent construction of Cell B3/B4 East (5-acre cell). The closure/post closure costs were updated to include the new cell and were provide to the Agency on May 12, 2021, in response to Mr. Richard Bennett's, request for additional information to the site's 2020 AEIR. For you reference, a copy of the closure and post-closure estimates have been include in this submittal for your reference.

Please note that a copy of this transmittal has been placed in the site's operating record and one (1) original and one (1) copy of the rider has been attached to this letter.

If you have any comments or questions, please feel free to call me at (832) 442-2906.

Sincerely,

Joseph Vieceli Senior Engineer

Enclosures

cc: Ronnie Black, Landfill Manager, Cherokee Village Landfill

Facility Name: Cherokee Village Landfill, Class 1

Permit Number: 0299-S1-R1

RIDER TO SURETY BOND

PURPOSE:

INCREASE

To be attached to Bond Number <u>850713</u> issued by <u>Evergreen National Indemnity Company</u>, as Surety in the amount of <u>Four Million Two Hundred Ninety Nine Thousand Seventy Six and 00/100 Dollars</u> (<u>\$4,299,076.00</u>), on behalf of <u>Cherokee Sanitary Landfill Company</u>, in favor of the <u>State of Arkansas</u> <u>Department of Energy & Environment Division of Environmental Quality</u>.

In consideration of the premium charged for the attached bond, it is mutually understood and agreed by the Principal and the Surety that the bond shall be modified to read as follows:

The above said bond amount shall <u>Four Million Six Hundred Forty Eight Thousand Six Hundred Ninety One and 00/100 Dollars (\$4,648,691.00 Total, \$4,001,512.00 Closure, \$647,179.00 Post-Closure)</u> effective the <u>12th</u> day of <u>May 2021</u>.

All other items, limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

Signed, sealed and dated this 14th day of May 2021.

Principal: Cherokee Sanitary Landfill Company

By:

Executive Vice President - Engineeringend Diposal

Surety: Evergreen National Indemnity Company

By://

Hilarie D Frankenberry, Attorney-In-Fa

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH POWER OF ATTORNEY

POWER NO. 850713

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *** Hilarie D Frankenberry ***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed <u>Four Million Six Hundred Forty Eight Thousand Six Hundred Ninety One and 00/100 Dollars (\$4,648,691.00).</u> This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

Bv

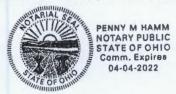
David A. Canzone, CFO

Notary Public) State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Penny M. Hamm, Notary Public My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 14th day of May 2021

SEAL SEAL 1898 * OHIO *

Wan C. Collier, Secretary

LANDFILL POST CLOSURE CARE - ANNUAL COST ESTIMATE WORKSHEET

OWNER: Waste Connections of Arkansas Inc.	PERMIT No.: 0299-51-R1		AFIN No.: 25-00028				
OPERATOR: Waste Connections of Arkansas Inc.	ESTIMATOR: David McCormick (Ark. Licensed	P.E. #: 9199)	DATE: March 25, 2021				
TOTAL PERMITTED WASTE DISPOSAL ACRES: 90.0							
TOTAL PERMITTED ACRES CERTIFIED CLOSED: 0.0	ACRES CURRENTLY OPEN: 48.0 (I.e., "open" m	" means areas subject to regulation and have not been certified closed)					

ITEM	QUANTITY	UNITS	UNIT COST	COST	SUBTO	TALS	SOURCE OF UNIT COST I
PROFESSIONAL SERVICES							
Engineering (Annual inspection and reporting, corrective action d	esign				911/2/19	1000	
and bid, contract management) Topographic and Boundary Survey (annual, final, and corrective a	etion if	Lump Sum		-			
required)	ction, ir	Lump Sum			1000	100	
Corrective Action Engineering Services (Construction Oversight, T	esting,	Lump Sum			SEC.		
Reporting, Certification)		Lump Sum		5 -	10000		
Professional Services Annual Subtotal	The same of the sa				\$		
FINAL COVER ROUTINE MAINTENANCE			, and the same				
					Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, which i	DANAS.	
nspect soil cover, vents, fares, drainage letdowns and outfalls, et	tc	Event					
Mowing/Trimming (acres twice per year)		ACKE					
Clean Drain/Vent Openings		Event		\$.			
Misc Materials and Services	1	Lump Sum	\$6,673.50	\$ 6,673.5			
Final Cover Routine Maintenance Annual Subtotal		Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, which i	STREET, SQUARE,		\$ 6	,673.50	The second secon
FINAL COVER REPAIRS	P. I	,					
Remove/incorporate unacceptable materials (e.g., dead vegetation	on, solid	ACDE			1	1000	
waste) Scarify and prepare surface	_	ACRE		\$ -			
	64	Hours		\$ 1,281.3	1		
	16	Hours	-	\$ 2.541.2			
Soil, On-Site (excavate, transport, place, compact) (Equipment x2) Soil, Off-site (excavate, transport, place, compact)	10	CU. YD.	7.000	\$ 2,341.4	-		
Seeding and mulching		ACRE		\$ -	-		
Fertilizer		ACRE		\$ -	THE REAL PROPERTY.		
Final Cover Repairs Annual Subtotal				H. CONTRACTOR	\$ 3	,822.58	the region of the last party of the last
ACCESS ROADS REPAIRS						11000	
Reshape/regrade subgrade - Personnel(1 x 8hr/day x 4 day/yr)	32	Hours	\$20.02	\$ 640.6	6		
Reshape/regrade subgrade - Personner(1 x onlyday x 4 day/yr) Reshape/regrade subgrade - Equipment (Dozer - 8hr/day x 4day/yr)		SQ. YD.		\$ 2,092.8		and the same of	
Gravel (transport, place, compact)	10	TON		\$ -			
Drainage Structures (e.g., culverts,		Lin. FT.		\$ -			
Riprap ditching/channels		Lin. FT.		\$ -			
Access Roads Repair Annual Subtotal			RESIDENCE OF REAL PROPERTY.	-	\$ 2	,733.46	
SURFACE WATER MANAGEMENT OPERATIO	N AND MAINTEN	IANCE (C	&M)				
Collection system operation and maintenance (ditches, piping					The Real Property lies		
conveyances, outfalls, sampling points repair/replace)		Lump Sum		\$ -		1000	
Stormwater storage (sediment pond) operation/repairs		Lump Sum		\$ -	Name of Street,		
Samplie collection (events per year)		Event		\$ -			
Sample analysis and reporting (events per year)		Event	- 17	\$ -			
Surface Water Management O&M Annual Subtotal	The later was		STATE OF THE PARTY OF	CARL ST	\$		San Control of the State of the
LEACHATE COLLECTION SYSTEM 0&M							
Generation Rate =100,000 gal./yr.	Was to a second		SECTION S.	A STATE OF		STREET, SQUARE,	THE RESERVE TO SERVE THE RESERVE THE RESER
Capital cost of system	1	Lump Sum	\$26,694.000	\$ 26,694.0	00		
Collection operation/maintenance (pump, piping,					A STATE OF		
storageoperation/repair/replace/	100,000	Gal.		\$ 10,000.			
Leachate loading, off-loading and off-site transportation	100,000	Gal.	\$0.05	\$ 5,000.			
Leachate Treatment/Disposal	100,000	Gal.	\$0.10	\$ 10,000.	00		
Additional/upgrades for piping, pumps and storage		Lump Sum		\$ -	1		
Leachate sample collection		EACH		\$ -			
Leachate sample analysis and reporting		EACH		\$ -		1,694.00	
Leachate Collection System O&M Annual Subtotal							

Table Tabl	No.	ПЕМ	QUANTITY	UNITS	UNIT COST	COST	SUBTOTALS	SOURCE OF UNIT COST INFO
2.20 Upgrais/redevelop estiting with		Well maintenance (e.g., protective casing (lock & hinges)						
1.20 Septem 1.20 Septem 2 Event S.8,080.00 S. 1,024.00	7.1.0	repair/replacement, well pad repair/replace, etc)	5	EACH	\$100.00	500.00		
1.4.0 Analysis (1.5 sample per year) 1 Event \$1,024.00 5 1,024.00	7.2.0	Upgrade/redevelop existing wells		EACH		5 -	STATE OF THE PERSON.	
1.5.0 Statistical Report (2 events per year) 2 Event \$2,75.00 \$ 5,500.00	7.3.0	Sample collection & Lab Cost (2 events per year)	2	Event	\$8,080.00	16,160.00	Series and Assessment	
Groundwater Monitoring System OAM Annual Subtotal \$ 23,184.00	7.4.0	Annual Lab Analysis (1 Sample per year)	1	Event	\$1,024.00	1,024.00	ALTERNATION NAMED IN	
ASA MONITORING SYSTEM O&M	7.5.0		2	Event	\$2,750.00	5,500.00	Service Control	
1.1.0		Groundwater Monitoring System O&M Annual Subtotal		Designation of the last	Marchine 1		\$ 23,184.00	
1.2.0 Probe maintenance	8.0.0	GAS MONITORING SYSTEM O&M						
### State of the continuing of probes (wells (4 per year)	8.1.0	Number of Gas Monitoring Probes/Wells =8	Section 1	Bulletine (Michigan I		THE OWNER OF THE OWNER, OR WHEN	
### Actival Section of the Company o	8.2.0	Probe maintenance	8	Each	\$100.00	800.00	THE RESERVE TO SERVE THE PARTY.	
### Sample analytis and reporting (4/year)	8.3.0	Methane monitoring of probes/wells (4 per year)	4	Event		\$ -	Call County	
Gas Monitoring System O&M Annual Subtotal OAS EXTRACTION SYSTEM O&M Gas vents, # of vents, average depth 1.1. Passive System 9.2.0 Active System 9.2.1 Passive well head flare maintenance EACH \$	8.4.0	Methane monitoring at site boundary and structures (4 per year)	4	Event		5 -	Name and Address of the Owner, where the Owner, which is the Own	
Gas Extraction System 0 Gas vents, If of vents, average depth 1 Gas vents vent	8.5.0		4	Event	\$800.00	3,200.00	Section 18	\$100 per probe per event
Gas vents, # of vents, average depth 3.1.1 Passive System 3.2.1 Flare, ETU/hour EACH S - S-		Gas Monitoring System O&M Annual Subtotal		REAL PROPERTY.	DESCRIPTION OF	The same of	\$ 4,000.00	
9.1.0 Sestive System SACH S - 9.2.1 Alctive System SACH S - 9.2.1 Alctive System SACH S - 9.2.2 Additional Well installation/Upgrades SACH S - 9.2.3 Andilary gas equipment repair/replacement (piping, blowers, condensate collection) Confidency (processed of the collection) Confidency (processed of the collection) Confidency (processed of the collection) S - 9.2.3 Andilary gas equipment repair/replacement (piping, blowers, condensate collection) S - 9.2.4 Additional Well installation/Upgrades S - 9.2.5 Ancillary gas equipment repair/replacement (piping, blowers, condensate collection) S - 9.2.6 Confidency (processed of the collection) S - 9.2.7 Confidenc	9.0.0	GAS EXTRACTION SYSTEM O&M						
Passive well head flare maintenance EACH		Gas vents,# of vents, average depth	STATE OF THE PARTY.	STATE OF THE PARTY NAMED IN			Name and Address of the Owner, where	
### Active System	9.1.0	Passive System		District of the last	THE PERSON NAMED IN	I Comment	THE REAL PROPERTY.	NAME AND ADDRESS OF THE OWNER, WHEN PERSON AND ADDRESS OF THE OWNER, W
Salary BTU/hour EACH \$ -	9.1.1	Passive well head flare maintenance		EACH		\$ -	N. Contractor	
9.2.3 Additional Well installation/Upgrades 9.2.3 Ancillary gas equipment repail/replacement (piping, blowers, condensate collection) Gas Extraction System O&M Annual Subtotal 10.0.0 CORRECTIVE ACTION EVALUATION AND IMPLEMENTATION 10.1.1 Resurvey monitoring well reference points and site benchmarks (prorate for annual expenses) Fach \$ - \$ EACH \$ - \$ Remove sediments from stormwater basin(s) (prorate for annual expenses) 10.2.0 (expenses) 10.3.0 Groundwater exceedances statistical evaluation (EACH \$ - \$ EACH \$ - \$ EACH \$ - \$ EACH \$ - \$ Corrective Action Evaluation and implementation Annual Subtotal 10.4.0 (Corrective Action Evaluation and implementation Annual Subtotal \$ 9,2,10.75 10.1.1 (Corrective Action Evaluation and Contingency (Total Closure Cost Subtotal x 10%) Misc. Subtotal TOTAL ESTIMATED ANNUAL POST CLOSURE CARE COST \$ 101,318.29 30 × Total Estimated Annual Post Closure	9.2.0	Active System		REPORTS NAME	CHEST STREET	The Park Street	STATE OF THE PERSON.	THE RESIDENCE OF THE PARTY OF T
Ancillary gas equipment repair/replacement (piping, blowers, condensate collection) Gas Extraction System O&M Annual Subtotal 10.0.0 CORRECTIVE ACTION EVALUATION AND IMPLEMENTATION Resurvey monitoring well reference points and site benchmarks (prorate for annual expenses) 10.2.0 Remove sediments from stormwater basin(s) (prorate for annual expenses) 10.3.0 Groundwater exceedances statistical evaluation (10.4.0 Groundwater atternate source determination) (prorate for annual expenses) 10.5.0 Groundwater atternate source determination) (prorate for annual expenses) 10.5.0 Groundwater compliance monitoring (prorate for annual expense) 10.6.0 Other: EACH \$ -	9.2.1	Flare, BTU/hour		EACH		\$ -	The second second	
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Collection Col		Ancillary gas equipment repair/replacement (piping, blowers, condensate					ALC: UNKNOWN	
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TOTAL ESTIMATED ANNUAL POST CLOSURE CARE COST \$ 101,318.29 30 x "Total Estimated Annual Post Closure					\$		Maria Lander	
30 x "Total Estimated Annual Post Closure				The Party of	DESCRIPTION OF REAL PROPERTY.			
			OTAL ESTIM				\$ 101,318.29	THE RESERVE AND ASSESSMENT OF THE PERSON NAMED ASSESSMENT OF T
	CTIL	ATER 20 VEAR POST CLOSURE CARE REPLACE					William Co.	
STIMATED 30 YEAR POST CLOSURE CARE PERIOD Care Cost*. \$ 3,039,548.71	STIM	ATED 30 YEAR POST CLOSURE CARE PERIOD		Care Cost".	· commence of the commence of		\$ 3,039,548.71	AND DESCRIPTION OF THE PARTY OF

POST-CLOSURE COST INFLATION ADJUSTMENT

Year to be be a few of the second of the sec	2017	2018	2019	2020
Inplicit Price Deflator	1,013%	1.018	1,022	1,013
Adjusted Post-Closure Cost Estimate	614,068	625,121	638,874	647,179

Note

- 1. Based on 2016 dollars.
- 2. 2020 inflation factor was not available at the time of submittal. Used 1.013 per Annette Cusher
- 3. Acreage increased by 5 acres in 2021 following partial construction of Cells B3 and B4.