



WASTE CONNECTIONS
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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

AFIN: 25-00028
PMT#: 0299-S1-R1

JUN 21 2021

DOC ID#: 803316
TO: SS > File < CR

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

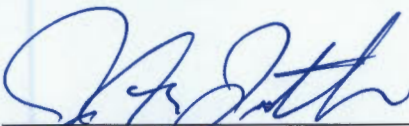
In consideration of the premium charged for the attached bond, it is mutually understood and agreed by the Principal and the Surety that the bond shall be modified to read as follows:

The above said bond amount shall 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) effective the 12th day of May 2021.

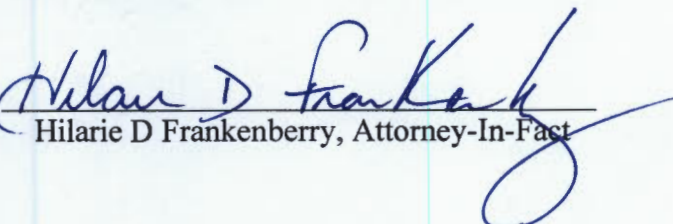
All other items, limitations and conditions of said bond except as herein expressly modified shall remain unchanged.

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

Principal: **Cherokee Sanitary Landfill Company**

By: 
James M. Little
Executive Vice President - Engineering and Disposal

Surety: **Evergreen National Indemnity Company**

By: 
Hilarie D Frankenberry, Attorney-In-Fact

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 **Four Million Six Hundred Forty Eight Thousand Six Hundred Ninety One and 00/100 Dollars (\$4,648,691.00)**. 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

By:

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
STATE OF OHIO
Comm. Expires
04-04-2022

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



Wan C. Collier, Secretary

LANDFILL POST CLOSURE CARE - ANNUAL COST ESTIMATE WORKSHEET

OWNER: Waste Connections of Arkansas Inc.	PERMIT No.: 0299-S1-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" means areas subject to regulation and have not been certified closed)	

LANDFILL POST CLOSURE CARE - ANNUAL COST ESTIMATE WORKSHEET Permit: 0299-S1-R1 AFIN: 25-00028

ITEM No.	ITEM	QUANTITY	UNITS	UNIT COST	COST	SUBTOTALS	SOURCE OF UNIT COST INFO
1.0.0	PROFESSIONAL SERVICES						
1.1.0	Engineering (Annual inspection and reporting, corrective action design and bid, contract management)		Lump Sum		\$ -		
1.2.0	Topographic and Boundary Survey (annual, final, and corrective action, if required)		Lump Sum		\$ -		
1.3.0	Corrective Action Engineering Services (Construction Oversight, Testing, Reporting, Certification)		Lump Sum		\$ -		
	Professional Services Annual Subtotal					\$ -	
2.0.0	FINAL COVER ROUTINE MAINTENANCE						
2.1.0	Inspect soil cover, vents, fares, drainage letdowns and outfalls, etc...		Event		\$ -		
2.2.0	Mowing/Trimming (_____ acres twice per year)		ACRE		\$ -		
2.3.0	Clean Drain/Vent Openings		Event		\$ -		
2.4.0	Misc Materials and Services	1	Lump Sum	\$6,673.50	\$ 6,673.50		
	Final Cover Routine Maintenance Annual Subtotal					\$ 6,673.50	
3.0.0	FINAL COVER REPAIRS						
3.1.0	Remove/incorporate unacceptable materials (e.g., dead vegetation, solid waste)		ACRE		\$ -		
3.2.0	Scarify and prepare surface		ACRE		\$ -		
3.3.0	Soil, On-Site (excavate, transport, place, compact) (Personnel x2)	64	Hours	\$20.02	\$ 1,281.31		
3.4.0	Soil, On-Site (excavate, transport, place, compact) (Equipment x2)	16	Hours	\$158.83	\$ 2,541.27		
3.5.0	Soil, Off-site (excavate, transport, place, compact)		CU. YD.		\$ -		
3.6.0	Seeding and mulching		ACRE		\$ -		
3.7.0	Fertilizer		ACRE		\$ -		
	Final Cover Repairs Annual Subtotal					\$ 3,822.58	
4.0.0	ACCESS ROADS REPAIRS						
4.1.0	Reshape/regrade subgrade - Personnel (1 x 8hr/day x 4 day/yr)	32	Hours	\$20.02	\$ 640.66		
4.2.0	Reshape/regrade subgrade - Equipment (Dozer - 8hr/day x 4day/yr)	16	SQ. YD.	\$130.80	\$ 2,092.80		
4.3.0	Gravel (transport, place, compact)		TON		\$ -		
4.4.0	Drainage Structures (e.g., culverts,		Lin. FT.		\$ -		
4.5.0	Riprap ditching/channels		Lin. FT.		\$ -		
	Access Roads Repair Annual Subtotal					\$ 2,733.46	
5.0.0	SURFACE WATER MANAGEMENT OPERATION AND MAINTENANCE (O&M)						
5.1.0	Collection system operation and maintenance (ditches, piping conveyances, outfalls, sampling points repair/replace)		Lump Sum		\$ -		
5.2.0	Stormwater storage (sediment pond) operation/repairs		Lump Sum		\$ -		
5.3.0	Sample collection (_____ events per year)		Event		\$ -		
5.4.0	Sample analysis and reporting (_____ events per year)		Event		\$ -		
	Surface Water Management O&M Annual Subtotal					\$ -	
6.0.0	LEACHATE COLLECTION SYSTEM O&M						
	Generation Rate = 100,000 gal./yr.						
6.1.0	Capital cost of system	1	Lump Sum	\$26,694.000	\$ 26,694.00		
6.1.0	Collection operation/maintenance (pump, piping, storage...operation/repair/replace)	100,000	Gal.	\$0.10	\$ 10,000.00		
6.2.0	Leachate loading, off-loading and off-site transportation	100,000	Gal.	\$0.05	\$ 5,000.00		
6.3.0	Leachate Treatment/Disposal	100,000	Gal.	\$0.10	\$ 10,000.00		
6.4.0	Additional/upgrades for piping, pumps and storage		Lump Sum		\$ -		
6.5.0	Leachate sample collection		EACH		\$ -		
6.6.0	Leachate sample analysis and reporting		EACH		\$ -		
	Leachate Collection System O&M Annual Subtotal					\$ 51,694.00	
7.0.0	GROUNDWATER MONITORING SYSTEM O&M						
	Number of Wells in Approved System = 5						

LANDFILL POST CLOSURE CARE - ANNUAL COST ESTIMATE WORKSHEET						Permit: 0299-S1-R1 AFIN: 25-00028	
ITEM No.	ITEM	QUANTITY	UNITS	UNIT COST	COST	SUBTOTALS	SOURCE OF UNIT COST INFO
7.1.0	Well maintenance (e.g., protective casing (lock & hinges) repair/replacement, well pad repair/replace, etc...)	5	EACH	\$100.00	\$ 500.00		
7.2.0	Upgrade/redevelop existing wells		EACH		\$ -		
7.3.0	Sample collection & Lab Cost (2 events per year)	2	Event	\$8,080.00	\$ 16,160.00		
7.4.0	Annual Lab Analysis (1 Sample per year)	1	Event	\$1,024.00	\$ 1,024.00		
7.5.0	Statistical Report (2 events per year)	2	Event	\$2,750.00	\$ 5,500.00		
Groundwater Monitoring System O&M Annual Subtotal						\$ 23,184.00	
8.0.0	GAS MONITORING SYSTEM O&M						
8.1.0	Number of Gas Monitoring Probes/Wells = 8						
8.2.0	Probe maintenance	8	Each	\$100.00	\$ 800.00		
8.3.0	Methane monitoring of probes/wells (4 per year)	4	Event		\$ -		
8.4.0	Methane monitoring at site boundary and structures (4 per year)	4	Event		\$ -		
8.5.0	Sample analysis and reporting (4/year)	4	Event	\$800.00	\$ 3,200.00		\$100 per probe per event
Gas Monitoring System O&M Annual Subtotal						\$ 4,000.00	
9.0.0	GAS EXTRACTION SYSTEM O&M						
Gas vents, # of vents, average depth							
9.1.0	Passive System						
9.1.1	Passive well head flare maintenance		EACH		\$ -		
9.2.0	Active System						
9.2.1	Flare, BTU/hour		EACH		\$ -		
9.2.2	Additional Well Installation/Upgrades		EACH		\$ -		
9.2.3	Ancillary gas equipment repair/replacement (piping, blowers, condensate collection)		Lump Sum		\$ -		
Gas Extraction System O&M Annual Subtotal						\$ -	
10.0.0	CORRECTIVE ACTION EVALUATION AND IMPLEMENTATION						
10.1.0	Resurvey monitoring well reference points and site benchmarks (prorate for annual expenses)		EACH		\$ -		
10.2.0	Remove sediments from stormwater basin(s) (prorate for annual expenses)		EACH		\$ -		
10.3.0	Groundwater exceedances statistical evaluation (EACH		\$ -		
10.4.0	Groundwater alternate source determination) (prorate for annual expenses)		EACH		\$ -		
10.5.0	Groundwater compliance monitoring (prorate for annual expense)		EACH		\$ -		
10.6.0	Other:		EACH		\$ -		
Corrective Action Evaluation and Implementation Annual Subtotal						\$ -	
Total Post Closure Care Annual Cost Subtotal						\$ 92,107.54	
11.0.0	MISCELLANEOUS						
11.1.0	10% Administration and Contingency (Total Closure Cost Subtotal x 10%)				\$ 9,210.75		
						\$	
						\$	
Misc. Subtotal						\$ 9,210.75	
TOTAL ESTIMATED ANNUAL POST CLOSURE CARE COST						\$ 101,318.29	
ESTIMATED 30 YEAR POST CLOSURE CARE PERIOD			30 x "Total Estimated Annual Post Closure Care Cost"		\$ 3,039,548.71		
FUND			20% of Total Post-Closure Care Cost ⁽¹⁾		\$ 607,909.74		

POST-CLOSURE COST INFLATION ADJUSTMENT

Year	2017	2018	2019	2020
Implicit Price Deflator	1.013%	1.018	1.022	1.013
Adjusted Post-Closure Cost Estimate	614,068	626,121	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 Cushner

3. Acreage increased by 5 acres in 2021 following partial construction of Cells B3 and B4.