



AFIN: 72-00144
 PMT#: 0290-S4-R2
Received
 By Haley Griffith at 8:03 am, Apr 9, 2024
 DOC ID#: 85359
 TO: SS>FILE <HG

Waste Management of Arkansas, Inc.
 Two Pine Landfill
 100 Two Pine Drive
 North Little Rock, Arkansas 72117

April 4, 2024

Ms. Susan Speake
 Branch Manager - Office of Land Resources
 Arkansas Department of Energy and Environment
 5301 Northshore Drive
 North Little Rock, Arkansas 72118-5317

RECEIVED
 APR 04 2024
 1:44 pm BT

Dear Ms. Speake,

**Subject: Waste Management – Landfill & Transfer Station
 2024 Financial Assurance Documents**

Enclosed please find the 2024 Financial Assurance Certificates of Insurance for the following facilities:

Waste Management - Financial Assurance Summary 2024

	Permit Number	AFIN #	Closure Amount	Post-Closure Amount
Russellville Transfer Station	0086-STSW-B	58-00409	\$ 11,000	NA
Van Buren Transfer Station	0084-STSW-D	17-00251	\$ 33,000	NA
Jefferson County Landfill	0308-S1-R1	35-00170	\$ 7,290,057	\$ 1,899,557
Two Pine Landfill	0163-S1-R3	60-00438	\$ 9,366,542	\$ 2,629,359
Ozark Ridge Landfill	0255-S1-R5	75-00046	\$ 4,470,517	\$ 1,519,966
Eco-Vista Landfill (Class 1)	0290-S1-R4	72-00144	\$ 8,352,117	\$ 2,539,239
Eco-Vista Landfill (Class 4)	0290-S4-R2	72-00144	\$ 1,163,004	\$ 30,276

Should you have any questions, please contact me at 501-804-0806 or email me at dconrad@wm.com. Thank you!

Sincerely,

Waste Management of Arkansas, Inc.; Ozark Ridge Landfill, Inc. and Eco-Vista, LLC

David K. Conrad
 Engineering Manager – Arkansas

cc: Carl Simmons – Senior District Manager
 Jodi Taylor – WM Environmental Protection Manager - Arkansas
 Permanent Operating Record

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT
100 Bank Street, Suite 630
Burlington, VT 05401

ENDORSEMENT

ENDORSEMENT #: 26

NAME OF INSURED: Eco-Vista, LLC

ADDRESS OF INSURED: 18633 Stutts Road, WC 865
Springdale, Arkansas 72762

POLICY NO.: [REDACTED]

DATE OF ENDORSEMENT: 4/1/24

Effective 3/31/24, it is hereby understood and agreed that this policy's Closure Coverage amount is increased from \$8,688,762.00 to \$9,515,121.00. Also, this policy's Post-Closure Coverage amount is decreased from \$2,577,394.00 to \$2,569,515.00.

Additionally, this policy is extended from 3/31/24 to 3/31/25.

The premium amount charged for this renewal period is \$33,232.75
The premium tax amount charged on this premium is \$664.66

All other terms and conditions remain unchanged.



Authorized Representative

4/1/2024
Date

See Attachment A.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Attachment A

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in concurrence with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is nil and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: National Guaranty Insurance Company of Vermont

CERTIFICATE OF INSURANCE

Closure Post-Closure Corrective Action
[Check appropriate Box(es)]

Name and Address of Insurer (herein called the "Insurer"):
National Guaranty Insurance Company of Vermont
100 Bank Street, Suite 630, Burlington, VT 05401

Name and Address of Insured (herein called the "Insured"):
ECO-VISTA, LLC
18633 Stutts Road, WC 865, Springdale, AR 72762

Solid Waste Facility(ies) covered by this Certificate of Insurance:

(Use additional pages, if necessary)

Name: ECO-VISTA, LLC
Address: 18633 Stutts Road, WC 865, Springdale, AR 72762
Contact Person/Title: David Conrad, Market Area Engineering Manager – Arkansas
Contact Phone Number: 501-982-7336
Permit Number: 0290-S1-R3 and 0290-S4-R1
AFIN: 72-00144
Closure Cost Estimate: \$9,515,121.00
Post Closure Cost Estimate: \$2,569,515.00
Corrective Action (if required): N/A
Amount of Insurance for Closure: \$9,515,121.00
Amount of Insurance for Post-Closure: \$2,569,515.00

Face Amount: \$12,084,636.00

Policy Number: [REDACTED]


Effective Date: 03/05/2002 (Coverage Period 3/31/24 – 3/31/25)

The Insurer hereby certifies that it has issued to the Insured the policy of insurance identified above to provide financial assurance for *closure and post-closure care* for the facilities identified above. The Insurer further warrants that this policy conforms in all respects with the requirements of Regulation 22.1405 (d). It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

Whenever requested by the ADEQ Director, the Insurer agrees to furnish to the ADEQ Director a duplicate original of the policy listed above, including all endorsements thereon.

The parties below certify that the wording of this Certificate of Insurance is identical to the wording specified by the Arkansas Department of Environmental Quality.

INSURER: National Guaranty Insurance Company of Vermont

By: 
Brandi Guthrie, Attorney-in-fact

INSURED: Waste Management of Arkansas, Inc.

By: 
Jeffrey Koch, Attorney-in-fact

CERTIFICATION OF ACKNOWLEDGEMENT

ACKNOWLEDGMENT BY INSURER:

National Guaranty Insurance Company of Vermont
STATE OF VERMONT
COUNTY OF CHITTENDEN

On this 1st day of April, 2024 before me, the undersigned officer, personally appeared Brandi Guthrie who acknowledged herself to have been on the relevant date an Attorney-in-fact of National Guaranty Insurance Company of Vermont, and that she, as such, being authorized so to do, executed the Insurance Policy for the purposes therein contained, by signing her name in her official capacity on the date reflected on the pages where her signature appears.

IN WITNESS Whereof I hereunto set my hand and official seal.

NOTARY PUBLIC
(Seal)



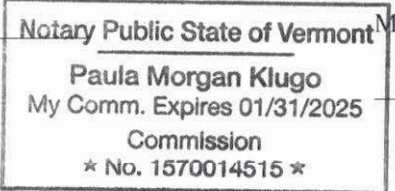
My Commission Expires:
1/31/2025

ACKNOWLEDGMENT BY INSURED:

Waste Management of Arkansas, Inc.
STATE OF VERMONT
COUNTY OF CHITTENDEN

On this 1st day of April, 2024 before me, the undersigned officer, personally appeared Jeffrey Koch, who acknowledged himself to have been on the relevant date an Attorney-in-fact of Waste Management of Arkansas, Inc., and that he, as such, being authorized so to do, executed the Insurance Policy for the purposes therein contained, by signing his name in his official capacity on the date reflected on the pages where his signature appears.

NOTARY PUBLIC
(Seal)



My Commission Expires:
1/31/2025

APPROVAL FORM BY THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ)

We have reviewed this Insurance Policy and will approve the establishment of this Insurance Policy as meeting our financial assurance requirements.

By: _____

Title: _____

FINANCIAL ASSURANCE CHECKLIST

Insurance

Company Name: ECO-VISTA, LLC Permit No.: 0290-S1-R3 and 0290-S4-R1

YES	NO	QUESTION
<input type="checkbox"/>	<input type="checkbox"/>	Is the insurer licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in the State of Arkansas? [Reg.22.1405 (d)(1)]
<input type="checkbox"/>	<input type="checkbox"/>	Does the closure or post-closure care insurance policy guarantee that funds will be available to close the permitted facility whenever final closure occurs or to provide post-closure care for the permitted facility whenever the post-closure care period begins? [Reg.22.1405 (d)(2)]
<input type="checkbox"/>	<input type="checkbox"/>	Does the policy guarantee that once closure or post-closure care begins, the insurer will be responsible for the paying out of funds to the owner or operator or other person authorized to conduct closure or post-closure care, up t an amount equal to the face amount of the policy? [Reg.22.1405 (d)(2)]
<input type="checkbox"/>	<input type="checkbox"/>	Is the insurance policy issued for a face amount at least equal to the current cost estimate for closure or post-closure care, whichever is applicable? [Reg.22.1405 (d)(3)]
<input type="checkbox"/>	<input type="checkbox"/>	Has the owner or operator provided the insurance policy to the Director for approval? [Reg.22.1405 (d)(1)]
<input type="checkbox"/>	<input type="checkbox"/>	Does the policy contain a provision allowing assignment of the policy to a successor owner or operator? [Reg.22.1405 (d)(5)]
<input type="checkbox"/>	<input type="checkbox"/>	Has the owner or operator provided the initial and updated cost estimates for closure and post-closure care to the Director? [Reg.22.1405 (a) and Reg.22.1405 (b)]
<input type="checkbox"/>	<input type="checkbox"/>	Does the insurance policy provide that the insurer may not cancel, terminate or fail to renew the policy except for failure to pay the premium? If there is a failure to pay the premium, the insurer may cancel the policy by sending notice of cancellation by certified mail to the owner and operator and to the Director one hundred twenty (120) days in advance of cancellation. [Reg.22.1405 (d)(6)]
<input type="checkbox"/>	<input type="checkbox"/>	If the policy provides coverage for post-closure care, and commencing on the date that liability to make payments pursuant to the policy accrues, does the policy require the insurer to annually increase the amount of the policy? [Reg.22.1405 (d)(7)]

Comments: _____

Reviewed by: _____

Date: _____

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Peter Snell, Brandi Guthrie, Michael Batsimm, Jeffrey Koch, and Nancy Madden of Aon Insurance Managers (USA) Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.


2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.


The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of APRIL 1, 2024.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



Leslie Nagy
Vice President and Treasurer

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 630, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Peter Snell, Brandi Guthrie, Michael Batsimm, Jeffrey Koch, and Nancy Madden of Burlington, Vermont, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:


1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by the President and its corporate seal to be hereto affixed. This power of attorney is in effect as of APR 26, 2024.

Witness:



Diana Seng
Secretary

**NATIONAL GUARANTY INSURANCE
COMPANY OF VERMONT**



Leslie Nagy
President