



Waste & Recycling Services

November 20, 2019

3990 Generation Drive, Cincinnati, OH 45251

Phone: 1-800-828-8171 Fax: 513-851-2057



FED EX

Ms. Nicole Wheeler
Indiana Department of Environmental Management
Office of Land Quality
Underground Storage Tanks Group
100 N. Senate Avenue
Indianapolis, Indiana 46204

**RE: Rumpke of Indiana, LLC
Richmond Indiana Truck Depot
UST Facility ID #18069
Updated Financial Assurance**

RECEIVED

NOV 22 2019

DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
OFFICE OF LAND QUALITY

Dear Ms. Wheeler:

A recent internal audit included a review of financial assurance in place for our Underground Storage Tank located at 275 N Fort Wayne Avenue, Richmond, Indiana in Wayne County was conducted. In compliance with 329 IAC 9-8, we are submitting Surety Bond 870718 in the amount of \$1,000,000. This replaces the previously submitted Excess Liability Trust Fund provided to your office in a 2015 Form 45223 sent on June 10.

If you have any further questions, please contact me at 513-851-0122 X7020 or email Amanda.hickman@rumpke.com.

Sincerely,

RUMPKE OF INDIANA, LLC

Amanda Jefferson
Rumpke West Area Site Engineer

Attachment

cc: Noel Moomey, Rumpke Greenville Region Vice President
Chris Jaquet, Rumpke Engineering and Landfill Operations Director
Matt Overbeck, Rumpke Site Geologist
John Butler, Rumpke West Area Sr. Site Engineer
File D.1

Date bond executed: November 7, 2019

Period of coverage: 1 year

Principal: Rumpke of Indiana, Inc.
3990 Generation Drive
Cincinnati, OH 45251

Type of organization: Corporation, incorporated in Ohio

Surety: Evergreen National Indemnity Company
6140 Parkland Boulevard, Suite 321
Mayfield Heights, OH 44124-6106

Scope of Coverage: One (1) Tank Identification Number 18069 located at:
Richmond Truck Depot
275 North Fort Wayne Avenue
Richmond, IN 47374

Coverages by the bond: Taking corrective action

Penal Sum of the Bond: \$1,000,000.00
Per occurrence: \$1,000,000.00

Surety Bond Number: 870718

Known All Persons by These Presents, that we, the Principal and Surety(ies), hereto are firmly bound to the Indiana Department of Environmental Management (IDEM), in the above penal sums for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we the Sureties, bind ourselves in such sums jointly and severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sums only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sums.

Whereas said Principal required under Subtitle I of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended by the Hazardous and Solid Waste Amendments (HSWA) of 1984 and the Superfund Amendments and Reauthorization Act (SARA) of 1986, to provide financial assurance for "taking corrective action" for "accidental releases"; arising from operating underground storage tanks identified above and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, therefore, the conditions of the obligation are such that if the Principal shall faithfully take corrective action, in accordance with 329 IAC 9-5 and the IDEM commissioner's instructions, take corrective action, in accordance with 329 IAC and the IDEM's commissioner's instructions, and compensate injured third parties for bodily injury and property damaged caused by sudden and nonsudden releases arising from operating the tank(s) above. or if the Principal shall faithfully provide alternate financial assurance, as specified in 329 IAC 9-8, within one hundred twenty (120) days after the date of the notice of cancellation is received by the Principal from the Surety(ies), then this obligation shall be null and void; otherwise it is to remain in full force and effect.

Such obligation does not apply to any of the following:

- (a) Any obligation of operator under a workers' compensation, disability benefits, or unemployment compensation law or other similar law.
- (b) Bodily injury to an employee of operator arising from, and in the course of, employment by operator.
- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft.
- (d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of or occupied by operator that is not the direct result of a release from a petroleum underground storage tank.
- (e) Bodily injury or property damage for which operator is obligated to pay damages by reason of the assumption of liability in a contract or agreement other than a contract or agreement entered into to meet the requirements of 329 IAC 9-8-4.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the IDEM commissioner that the Principal has failed to take corrective action, in accordance with 329 IAC 9-5 and IDEM commissioner's instructions, as guaranteed by this bond, the Surety(ies) shall perform "corrective action, in accordance with 329 IAC 9-5 and IDEM commissioner's instructions, or "corrective action, in accordance with 329-IAC 9-5 and the IDEM commissioner's instructions, or place funds in an amount up to the annual aggregate penal sum into a standby trust fund as directed by the IDEM commissioner under 329 IAC 9-8-22.

Upon notification by the IDEM commissioner that the Principal has failed to provide alternate financial assurance within sixty (60) days after the date the notice of cancellation is received by the Principal from the Surety(ies) and that the IDEM commissioner has determined or suspects that a release has occurred, the Surety(ies) shall place funds in an amount not exceeding the annual aggregate penal sum into the standby trust fund as directed by the IDEM commissioner under 329 IAC 9-8-22.

The Surety(ies) hereby waive(s) notification of amendments to applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the annual aggregate to the

penal sum shown on the face of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said annual aggregate penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal, provided, however, that cancellation shall not occur during the one hundred twenty (120) days beginning on the date of receipt of the notice of cancellation by the Principal as evidenced by the return receipt.

The Principal may terminate this bond by sending written notice to the Surety(ies).

In Witness Whereof, the Principal and Surety(ies) have executed this bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording specified in 329 IAC 9-8-9(b) as such regulations were constituted on the date this bond was executed.

Principal

Rumpke of Indiana, Inc.


Name

PRESIDENT
Title

[Corporate seal]

Corporate Surety(ies)

Evergreen National Indemnity Company
6140 Parkland Boulevard, Suite 321
Mayfield Heights, OH 44124
State of Incorporation: Ohio
Liability Limit: \$3,443,000.00


Name

Patricia A. Temple, Attorney-In-Fact
Title

[Corporate seal]

Bond Premium \$ 9,000.00

(Note: The corporate seal is not required by Indiana law.)

(c) Under the terms of the bond, the surety shall become liable on the bond obligation when the owner or operator fails to perform as guaranteed by the bond. In all cases, the surety's liability is limited to per occurrence and annual aggregate penal sums.

(d) The owner or operator who uses a surety bond to satisfy the requirements of section 4 of this rule shall establish a standby trust fund when the surety bond is acquired. Under the terms of the bond, all amounts paid by the surety under the bond must be deposited directly into the standby trust fund in accordance with instructions from the commissioner under section 22 of this rule. This standby trust fund must meet the requirements specified in section 13 of this rule.

EVERGREEN NATIONAL INDEMNITY COMPANY

**MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY**

POWER NO. **870718**

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:
Patricia A. Temple

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 **One Million and 00/100 Dollars (\$1,000,000.00)**.

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*
Matthew T. Tucker, President

By: *David A. Canzone*
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
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 this 7th day of November, 2019.



Wan C. Collier
Wan C. Collier, Secretary

Department of Insurance
State of Indiana
OFFICE OF
Insurance Commissioner

CERTIFICATE OF AUTHORITY

Indianapolis, Indiana September 26, 2007

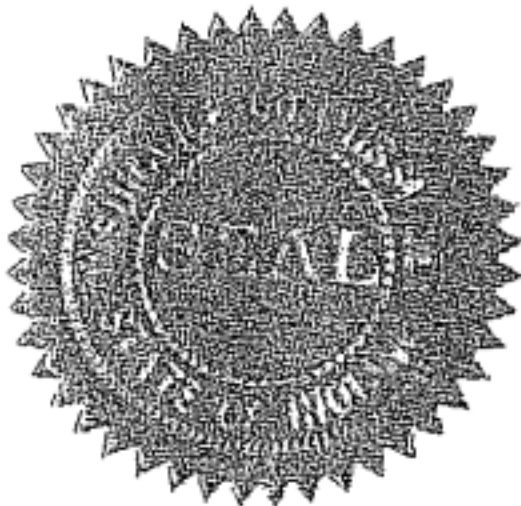
Whereas, The *Evergreen National Indemnity Company of Mayfield Heights, Ohio* having complied with all the requirements of the laws regulating **Multi-Line** Insurance Companies doing business in the State of Indiana.

Therefore, as Insurance Commissioner of the State of Indiana, by virtue of authority vested in me by law, I do hereby authorize, empower and license the above named company to transact its appropriate business of:

Class II (b)(c)(d)(e)(f)(g)(h)(i)(j)(k)(l)(m)

Class III (a)(b)(c)(d)

through its duly authorized agents in the State of Indiana, in accordance with the laws thereof which are applicable to said Company.



IN TESTIMONY WHEREOF I hereunto
subscribe my name and affix the seal of my
office the date written above.

James Atterholt

INSURANCE COMMISSIONER



Evergreen National Indemnity Company
Certificate
2018

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.


STATEMENT OF INCOME

| | |
|-----------------------------------|------------------|
| Direct Written Premium | \$ 31,617,756 |
| Reinsurance Assumed | 2,533,896 |
| Reinsurance Ceded | (21,918,974) |
| Net Written Premium | 12,232,678 |
| Change in Unearned | (804,664) |
| Net Earned Premium | 11,426,014 |
| Losses & LAE Incurred | 404,311 |
| Net Commission Expense | 4,832,881 |
| Other Expenses | 3,556,325 |
| Underwriting Gain/ (Loss) | 2,632,497 |
| Net Investment Income | 1,823,405 |
| Net Realized Capital Gains (Loss) | (320,986) |
| Other Income/ (Expense) | 74,469 |
| Income Before FIT | 4,209,385 |
| Federal Income Tax | 758,343 |
| Net Income | 3,451,042 |

BALANCE SHEET

| | |
|--|-------------------|
| <u>Assets</u> | |
| Invested Assets | 46,380,533 |
| Uncollected premium and agents' balances | 1,793,182 |
| Reinsurance Recoverable | 202,070 |
| Other Assets | 593,889 |
| Total Assets | 48,969,674 |
| <u>Liabilities & Surplus</u> | |
| Unearned Premium Reserve | 6,201,804 |
| Loss & LAE Reserves | 4,403,765 |
| Ceded Reinsurance Payable | 2,496,345 |
| Other Liabilities | 1,439,593 |
| Total Liabilities | 14,541,507 |
| Surplus | 34,428,167 |
| Total Liabilities & Surplus | 48,969,674 |

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2018.


David A. Canzone, Treasurer