

OAKES, GLYNDA

From: OAKES, GLYNDA
Sent: Wednesday, June 12, 2024 6:59 AM
To: Werderitch, Paul; JEAN, RUTH
Subject: RE: Belmont Ash Monofil FP 49-12 Financial Assurance Report 2024-2025

Thank you for your submittal, we'll be in contact if additional information is needed.



Glynda Oakes

IDEM, OLQ, Hazardous Waste Permit
100 N. Senate Ave, Rm 1101, Indianapolis, IN 46204
(317) 233-1052 goakes@idem.in.gov



www.idem.IN.gov

Scan the QR code to leave your feedback

We appreciate your input!

From: Werderitch, Paul <PWerderitch@citizensenergygroup.com>
Sent: Tuesday, June 11, 2024 3:13 PM
To: OAKES, GLYNDA <GOAKES@idem.IN.gov>; JEAN, RUTH <RJEAN@idem.IN.gov>
Subject: Belmont Ash Monofil FP 49-12 Financial Assurance Report 2024-2025

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Good afternoon! Attached please find the 2024-2025 Financial Assurance Report for the Belmont Ash Monofil #49-12 from Citizens Energy Group. If you have any questions, please let me know.

Thanks and have a great day!

Paul R. Werderitch
Environmental Specialist III



2150 Dr. Martin Luther King Jr St
Indianapolis, IN 46202
Phone/Fax: 317-429-3571, Cell: 317-400-3147
pwerderitch@citizensenergygroup.com

CWA AUTHORITY, INC.

2700 S. Belmont Ave. | Indianapolis, IN | 46221

June 11, 2024

Ms. Glynda Oakes,
Hazardous Waste Permits Section
Office of Land Quality – Mail Code 65-45
IDEM
100 North Senate Avenue
Indianapolis, IN 46204-2251
goakes@idem.in.gov

RE: Belmont Ash Monofill
FP #49-12
2024-2025 FA Updates

Dear Ms. Oakes:

On behalf of CWA Authority, Inc., and in accordance with 329 IAC 10-39-2(c) & 3(c) please find enclosed herewith: the Solid Waste Financial Assurance Checklist, the 2024-2025 Financial Assurance Update, and a copy of the Performance Bond for the Belmont Ash Monofill.

The Belmont Ash Monofill closure was certified July 28, 2004, and an updated post-closure plan was approved on March 24, 2015.

2023-2024 funding obligations were \$0 for Closure and \$1,807,898 for Post-Closure.
2024-2025 funding obligations are \$0 for Closure and **\$1,693,653** for Post-Closure

A Performance Bond has been executed and a Standby Trust established to address the Financial Assurance associated with the post closure obligations. A copy of the Performance Bond, the completed checklist, and a written estimate of the Belmont Ash Monofill Post-Closure cost are included for this report.

If you have any questions regarding this submittal, please feel free to contact me at (317) 429-3571 or via e-mail at pwerderitch@citizensenergygroup.com.

Sincerely,



Paul Werderitch
Environmental Specialist III
Citizens Energy Group
2150 Dr. Martin Luther King Jr St
Indianapolis, IN 46221
pwerderitch@citizensenergygroup.com

Cc: Dave Jobe, RSC
Ruth Jean, IDEM

SOLID WASTE FINANCIAL ASSURANCE: 329 IAC 10-39 LAND DISPOSAL UNITS
Annual Submittal Due June 15

6/7/2024 Facility Name: Belmont Ash Monofill

Solid Waste ID # FP #49-12

Facility contact(s) (email and phone): Paul Werderitch, pwerderitch@citizensenergygroup.com, 317-429-3571

Date of approved closure / post-closure plan: Original February 17, 1997, updated March 24, 2015 for Solar Project Provisions
Date of closure certification (if applicable): July 28, 2004

Prior year closure cost estimate \$ 0 Prior year post-closure cost estimate \$ 1,807,898

Current year adjusted closure cost \$ 0 Current year adjusted post-closure cost \$ 1,693,653

Provide a detailed written estimate of the closure / post-closure cost adjusted for inflation. The inflation factor is derived from the **annual** implicit price deflator (IPD) for gross national product as published by the U.S. Department of Commerce in its Survey of Current Business (Bureau of Economic Analysis (BEA), **Table 1.1.9**. Implicit Price Deflators for Gross Domestic Product).¹ 329 IAC 10-39-2(b-c); 329 IAC 10-39-3(b-c) **ATTACHED – “2023-2024 Belmont Ash Monofill Financial Assurance Update for Closure and Post Closure”**

[What is an implicit price deflator and where can I find the GNP IPD? | U.S. Bureau of Economic Analysis \(BEA\)](https://www.bea.gov/help/faq/513)
(<https://www.bea.gov/help/faq/513>)

Tip: modify Table 1.1.9 to reflect annual IPDs for the calculation; year-end IPD is generally released late March of each year.

The cost estimate should state the inflation factor¹ - do **not** provide copies of BEA reports.

[Inflation adjustment may not be necessary if unit is in post-closure and the current financial assurance adequately covers the remaining post-closure care period. Agency approval must be obtained before reducing the amount of coverage.]

Do **NOT** include a copy of your closure / post-closure plan. IDEM has it on file.

Existing contour map required for all active solid waste land disposal facilities. See page 3 if you have an **active** Municipal Solid Waste Landfill (MSWLF). **The Belmont Ash Monofill is an inactive facility certified closed since 2004, therefore no contour map is included.**

Provide any necessary financial instrument(s) demonstrating updated financial assurance. Insurance, funded trust account statements, or financial tests may be submitted via email. Letter of Credit amendments and Surety Bond riders must be original signature documents mailed to the address below. **There are no updated financial instruments. Current Performance Bond is attached for reference.**

Email this completed checklist and cost estimate.

Email submittals should be sent to: Ruth Jean rjean@idem.IN.gov and Glynda Oakes goakes@idem.IN.gov.

If required, mail one (1) hard copy of any required financial assurance instrument(s) to:

Indiana Department of Environmental Management
Office of Land Quality, IGCN 1101

¹ The inflation factor is the result of dividing the latest published **annual** deflator by the deflator for the previous year:

$IPD\ current\ year \div IPD\ previous\ year = inflation\ factor$ (result is NOT a percentage).

$(Cost\ estimate) \times (Inflation\ Factor) = inflation\ adjusted\ cost\ estimate$

You may use the IPD for GNP or GDP if you are consistent from year to year.

ATTN: Glynda Oakes
100 North Senate Ave.
Indianapolis, IN 46204

Direct questions to Ruth Jean at (317) 232-3398 rjean@idem.IN.gov, or Glynda Oakes at (317) 233-1052
goakes@idem.IN.gov

2024-2025 Belmont Ash Monofill Financial Assurance Updates for Closure and Post Closure

A. General Page 1 of 1

- A1. Belmont Ash Monofill
FP #49-12
Permit Approval Date August 29, 2002
Contact: Mr. Paul Werderitch
PWerderitch@citizensenergygroup.com
- A2. Closure Plan Approved February 17, 1997
- A3. Post Closure Plan Approved March 24, 2015 (Included Community Solar Project Post Closure Provisions)
Provisions included 20 years of solar facility operation and decommissioning, and 5 years of inspections and mowing during the post solar facility decommissioning period

A4.

Closure Designation	Permitted (ac)	With Waste (ac) ¹	Undeveloped (ac)	Closed (ac)	Current Obligation (ac)
Soil Only	7.0	7.0	0.0	7.0	0.0
Soil and Synthetic	28.0	28.0	0.0	28.0	0.0
Total	35.0	35.0	0.0	35.0	0.0

- A5. The Belmont Ash Monofill was certified closed July 28, 2004
- A6. The current inflation adjustment includes the period from 1Q 2015 through 1Q 2024 = $(124.203 - 96.769)/96.769 = 28.35\%$
Reference - Federal Reserve Bank of St. Louis [Gross Domestic Product: Implicit Price Deflator](#)
- A7. Closure and Post Closure obligations are funded using a performance bond.

C. Closure

C4. Current closure funding required = \$0 BAM was certified closed July 28, 2004

PC. Post Closure

- PC1. Approved TOTAL post closure cost with 25% contingency is \$2,393,061
Approved 25 year inspection cost with 25% contingency is \$37,500
Approved 20 Year Remaining Activity Cost with 25% Contingency is \$2,355,561
- PC2. 2023-2024 total post closure cost w/ inflation = \$3,006,881
- PC3. 2024-2025 total post closure cost w/ inflation = \$3,071,494
- PC4. Current post closure funding required = $16/25 \times \$37,500 \times 1.2835 + 11/20 \times \$2,355,561 \times 1.2835 = \mathbf{\$1,693,653}$

SD. Supporting Documents

- SD1. Copies of closure and post closure plans were provided to the IDEM in 1997 and 2015 respectively.
- SD2. A copy of the Facility Map was provided to the IDEM in 2004
- SD3. The inflation factor calculation reference is U.S Bureau of Economic Analysis
Implicit Price Deflator for GDP through Q1 2023
- SD4. Partial and Final Closure certification areas were depicted on the final closure certification drawings submitted in 2004.

**PERFORMANCE BOND
CLOSURE/POST -CLOSURE**

Date bond executed: August 26, 2019

Effective date: August 26, 2019

Principal: CWA Authority, Inc.

2020 N. Meridian St., Indianapolis, IN 46202

Type of

Organization: Corporation

State of

Incorporation: IN

Surety: Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800,
Plymouth, MN 55441

Facility identification for each facility guaranteed by this bond:

SW 365, OPP 49-12
Belmont Ash Monofill
SW ¼, Section 22, and NW ¼, Section 27, T15N, R3E;
2700 S Belmont Avenue, Indianapolis, Indiana

Total penal sum of bond: \$2,393,061.00

Closure: \$ N/A

Post-Closure: \$2,393,061.00

Surety's bond Number 8000 XXXXXXXXXX

Know All Persons By These Presents, That We, the Principal and Surety hereto, are firmly bound to the Department of Environmental Management of the State of Indiana (hereinafter referred to as the Department), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally.

NOTE: IN THE EVENT THAT THERE ARE TWO OR MORE SURETIES ACTING AS CO-SURETIES, THE FOLLOWING PARAGRAPH SHOULD BE USED IN LIEU OF THE PRECEDING PARAGRAPH. ALSO EACH REFERENCE TO "SURETY" IN THE BOND SHOULD BE CHANGED TO "SURETIES" AS APPROPRIATE.

Know All Persons By These Presents, That We, the Principal and Sureties hereto are firmly bound to the Department of Environmental Management of the State of Indiana (hereinafter referred to as the Department), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "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 each sum only as is set for the 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 sum.

Whereas said Principal is required under the Indiana Environmental Management Act, to have a permit in order to own or operate each solid waste facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, post-closure care, or both, as a condition of the permit, 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 this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended.

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes rules, and regulations may be amended.

Or, if the Principal shall provide an alternate financial assurance mechanism chosen from the mechanisms as specified in 329 IAC 10-39-2(a) as applicable, and obtain the written approval from the Commissioner of the Department of Environmental Management (hereinafter referred to as the Commissioner) of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Commissioner from the Surety, then this obligation shall be null and void, otherwise it is to remain in full force and effect.

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

Upon notification by the Commissioner that either pursuant to IC 13-14-2-1 the Principal has been found in violation of the closure requirements of 329 IAC 10-22-1 through 329 IAC 10-22-4 or 329 IAC 10-39-

2(a) and (b), or the Permittee has ceased accepting waste at the facility for a period of at least fifteen (15) days, for a facility for which this bond guarantees performance of closure, the Surety shall either perform closure in accordance with the closure plan and other permit requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the Commissioner.

Upon notification by the Commissioner that pursuant to IC 13-14-2-1 the principal has been found in violation of the post-closure requirements of 329 IAC 10-23-2 through 329 IAC 10-23-4 or 329 IAC 10-39-3(a) and (b) for a facility for which this bond guarantees performance of post-closure care, the Surety shall either perform post-closure care in accordance with the post-closure plan and other permit requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the Commissioner.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the IDEM commissioner (at the following address), 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 both the Principal and the IDEM commissioner, as evidenced by the return receipts. (IDEM Commissioner, ATTN: Solid Waste Permits Section, Office of Land Quality, 100 N. Senate Ave., Indianapolis, IN 46204)

Upon notification by the Commissioner that the Principal has failed to provide an alternate financial assurance mechanism chosen from the mechanisms as specified in 329 IAC 10-39-2 or 329 IAC 10-39-3 and obtain written approval of such financial assurance mechanism from the Commissioner during the ninety (90) days following receipt by both the Principal and the Commissioner of a notice of cancellation of the bond, the Surety shall place funds in the amount guaranteed for the facility into the standby trust fund as directed by the Commissioner.

The Principal may terminate this bond by sending written notice to the Surety provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond by the Commissioner.

The Surety hereby waives notification of amendments to closure plans, permit, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the surety hereunder exceed the amount of said penal sum.

The Principal and Surety hereby agree to revise the penal sum of the bond whenever required by 329 IAC 10-39-2(b) or 329 IAC 10-39-2(a)(2) (for closure) or 329 IAC 10-39-3(b) or 329 IAC 10-39-3(a)(2)(for post-closure), provided that no decrease in the penal sum takes place without written permission of the Commissioner.

In Witness Whereof, the Principal and Surety have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety.

Principal

[Redacted Signature]

(Signatures(s))

Jeffrey A. Willman

(Name(s))

Vice President Water Operations

(Title(s))

(Corporate Seal)

(Note: Corporate seal not required by Indiana law)

Corporate Surety

Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441

(Name and address)

State of Incorporation: NY

Liability limit: \$ 60,000,000.00

[Redacted Signature]

(Signature(s))

Sharlotte L. Croxford, Attorney-in-fact

(Name(s) and title(s))

(Corporate Seal)

(For every co-surety, provide signatures and other information in the same manner as for Surety above.)

(Note: Corporate seal not required by Indiana law)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Sharlotte L. Croxford**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

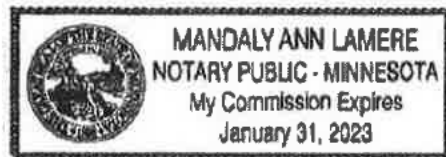


By


Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





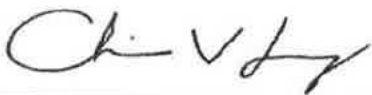
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of August, 2019



This Power of Attorney expires
January 31, 2023



Christopher V. Jerry, Secretary