

7: Retroactive Date: N/A

Endorsements Attached to this Policy

		<i>Closure and/or Post-Closure Policy</i>
<i>001</i>	<i>CPCE101 (7/99)</i>	<i>Closure/Post Closure Facility Location Schedule</i>
<i>002</i>	<i>CPCE106 (7/99)</i>	<i>Service of Process</i>
<i>003</i>		<i>Amendatory Endorsement: Tennessee</i>

BROKER
Address:
City/State/Zip:

(Authorized Representative)

INSURANCE COMPANY
(Herein Called the COMPANY)
CLOSURE AND/OR POST-CLOSURE POLICY

Please Read This Policy Carefully

In consideration of the payment of the premium set out in the Declarations and in reliance upon the statements contained in the Applications attached hereto and made a part hereof and any supplemental materials and information submitted herewith, and subject to all the terms and conditions of this Policy, the COMPANY agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENT

The COMPANY agrees to indemnify the INSURED, or to pay such party(ies) as the Tennessee Department of Environment and Conservation, Division of Solid Waste Management (hereinafter "TDEC") designates in writing, subject up to the full Limits of coverage provided under of this Policy, **all** CLOSURE COSTS and/or POST-CLOSURE COSTS that the TDEC instructs the COMPANY to pay in such amounts as the INSURED or the TDEC specifies in writing. It is a condition under this Policy that coverage is afforded subject to the following:

- The INSURED must be obligated to pay such CLOSURE COSTS and/or POST-CLOSURE COSTS by reason of the determination of the INSURED, upon approval of the TDEC, to implement closure or post closure measures, and/or by reason of the determination of the TDEC to require PARTIAL OR FINAL CLOSURE or post closure of any or all of the WASTE MANAGEMENT FACILITY(IES) or any WASTE MANAGEMENT UNITS located within such Facility(ies) designated in Item 5 of the Declarations or Endorsements #001 and #003; and

- CLAIMS by the INSURED, or such party(ies) as the TDEC designates in writing, for such CLOSURE COSTS and/or POST-CLOSURE COSTS must be first reported in writing to the COMPANY during the POLICY PERIOD including the 120 day period after notice of cancellation or other notice of the termination of the policy; and

- Coverage will apply only for CLOSURE COSTS and/or POST-CLOSURE COSTS which arise from the **determination of the INSURED, upon approval of the TDEC, to implement closure or post closure measures, and/or by reason of the determination of the TDEC to require PARTIAL OR FINAL CLOSURE and/or Post Closure Monitoring** of any or all WASTE MANAGEMENT FACILITY (IES) OR UNIT(S) listed in Endorsements #001 and #003.

- Coverage shall be provided for CLOSURE COSTS and/or POST-CLOSURE COSTS which arise from the determination by the TDEC that such measures are required to be implemented at the WASTE MANAGEMENT FACILITY(ies) or unit(s) consistent with Tennessee's solid and hazardous waste regulations, Chapter 1200 of the Rules and Regulations of the State of Tennessee or otherwise required under the terms of a permit or administrative or judicial order.

* This Policy shall be construed consistent with the requirements of Tenn. Code Ann. §§68-211-101 *et seq.*, and Tennessee's rule chapter 0400-11-01, including but not limited to, the financial assurance requirements set forth therein.

II. DEFINITIONS

CLAIM means a request by the INSURED upon approval of the TDEC, or a request by the TDEC in writing, for payment under this policy of a statement or bill of expenditures, payable to such parties as the INSURED OR THE TDEC DESIGNATES IN WRITING for **PAYMENT FOR** CLOSURE COSTS and/or POST-CLOSURE COSTS by reason of the instruction of the TDEC to the COMPANY in accordance with Tennessee administrative rule 0400-11-01-.03 (3) (d) 8 to pay such costs arising from PARTIAL OR

FINAL CLOSURE of Any WASTE MANAGEMENT FACILITY(ies) listed in Endorsements #001 and #003 or the WASTE MANAGEMENT UNITS located in such Facility(ies) in accordance with its CLOSURE PLAN or POST-CLOSURE PLAN, or in accordance with a permit, or an administrative or judicial order, provided that such request:

1. is first submitted in writing to the TDEC for approval during the POLICY PERIOD; and

CLOSURE POST-CLOSURE COSTS means all expenses for measures specifically identified in the CLOSURE PLAN and approved as justified by the TDEC and all expenses for closure measures otherwise required and approved by the TDEC to achieve compliance with the requirements of Tenn. Code Ann. §§68-211-101 *et seq.*, and Tennessee's rule chapter 0400-11-01.

CLOSURE POST-CLOSURE PLAN means the written CLOSURE PLAN prepared to comply with state administrative rules for Tennessee's authorized program to implement the Resource Conservation and Recovery Act (contained in 40 C.F.R. Part 257, 40 C.F.R. Part 257, Subpart G , or the CLOSURE requirements provided in a permit, consent order, or administrative or judicial order RELATED TO THE closure of THE WASTE MANAGEMENT UNITS OR FACILITIES designated in the Declarations and Endorsements; and provided that such CLOSURE PLAN, including any revisions or amendments thereto, IS approved by the TDEC and is consistent with the requirements of Chapter 1200 of the Rules and Regulations of the State of Tennessee.

INSURED and NAMED INSURED, *means* _____, **INC., its subsidiaries and affiliates**, and any director, officer, partner or employee thereof. And the entities designated as such in Endorsements #001 and #003.

PARTIAL OR FINAL CLOSURE means the closure of any WASTE MANAGEMENT UNIT(S) at a WASTE MANAGEMENT FACILITY pursuant to the PARTIAL OR FINAL CLOSURE PLAN or closure of the WASTE MANAGEMENT FACILITY OR FACILITIES LISTED IN ENDORSEMENTS #001 and #003.

POLICY PERIOD means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of:

1. cancellation of this Policy on 120 days notice to the TDEC for non-payment of the premium;
2. with respect to particular location(s) designated in Item 5 of the Declarations:
 - a. the deletion of such location(s) from this Policy by the COMPANY at the written request of the INSURED and upon approval by the TDEC of such deletion in writing to the COMPANY.

REGULATORY BODY means the State of Tennessee Department of Environment and Conservation.

WASTE MANAGEMENT FACILITY or FACILITIES means those entire facilities designated IN ENDORSEMENTS #001 AND #003 THAT engage in the treatment, storage or disposal of SOLID WASTE as defined in Chapter 0400-11-01 of Tennessee administrative rules which includes one or more active or closed WASTE MANAGEMENT UNIT(s) on, within or under such facility(ies), and includes any adjacent or other area impacted by the Facility(ies) or Unit(s).

WASTE MANAGEMENT UNIT means a surface impoundment, waste pile, land treatment area, landfill cell, incinerator, tank and its associated piping and underlying containment system, or a

container storage area, or other contiguous area of land on or in which solid waste is placed, or the largest area in which there is significant likelihood of mixing solid waste constituents in the same area. -Such unit must be located on, within or under a WASTE MANAGEMENT FACILITY.

III. TERRITORY

This Policy only applies to CLAIMS arising from CLOSURE COSTS and/or POST-CLOSURE COSTS incurred at WASTE MANAGEMENT FACILITIES located in the United States, its Territories or possessions, or Canada; and made or brought in the United States, its territories or possessions, or in Canada.

IV. EXCLUSIONS

Coverage under this policy does not apply to expenses, costs, charges or losses arising from

1. Any criminal or civil penalties imposed by reason of the violation of any law or regulation.
2. The defense and/or investigation of any obligation for CLOSURE COSTS and/or POST-CLOSURE COSTS hereunder.

V. LIMIT OF COVERAGE AND RETENTION

This Policy is to pay 100% of any CLAIM.

Subject to the foregoing, and with respect to each WASTE MANAGEMENT FACILITY(ies) and Unit(s) listed in the Declarations, the COMPANY's total coverage for all CLOSURE COSTS and/or POST-CLOSURE COSTS from all CLAIMS reported to the COMPANY during the POLICY PERIOD shall not exceed the Limit of Coverage shown in Item 3 of the Declarations as applicable to the "Total for all CLAIMS."

In the event of Closure of all covered locations, the TDEC can adjust/shift the certificate amounts upward or downward as needed for each location, subject to the Total Limit of Coverage listed on Item 3 of the Policy Declarations Page.

VI. CLAIMS PROVISIONS

With respect to CLAIMS under this Policy, it is a condition precedent to coverage that:

1. In the event that the INSURED is directed by the TDEC to implement closure or post-closure, pursuant to an approved CLOSURE PLAN and/or POST-CLOSURE PLAN, or the INSURED has determined upon approval by the TDEC to implement closure, or post-closure pursuant to such a Plan, the INSURED shall immediately forward to the COMPANY such information, and any demand, notice, or approval of the TDEC regarding the CLOSURE and/or POST-CLOSURE received by the INSURED or his or her representative.
2. Any notices required by these conditions shall be sent to:

Claims Administrator _____
Address _____

Telephone No. _____

or other address(es) as substituted by the INSURED and the COMPANY in writing on notice to the TDEC.

A copy of such notice of CLAIM and any substituted address(es) shall be forwarded by the COMPANY to:

**Director, Division of Solid Waste Management
Tennessee Department of Environmental and Conservation
L and C Building, 401 Church Street, 5th Floor
Nashville, Tennessee 37243-1535**

VII. CONDITIONS

1. INSPECTION AND AUDIT -- The COMPANY shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the INSURED's property or operations, at any time. Neither the COMPANY's right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking, on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation. The COMPANY or its designee may examine and audit the INSURED's books and records at any time during the POLICY PERIOD and extensions thereof, as far as they relate to the subject matter of this insurance, and within any periods of PARTIAL OR FINAL CLOSURE, or post-closure for which coverage is provided.

2. CANCELLATION -- The COMPANY shall not cancel, terminate or fail to renew the coverages provided herein except for failure to pay the full premium shown in Item 6 in the Declarations. If there is a failure to pay the premium, the COMPANY may elect to cancel, terminate or fail to renew the policy by sending, by certified mail, to the INSURED at the address shown in this Policy and to TDEC, the Tennessee Department of Environment and Conservation, Director of the Division of Solid Waste Management, 401 Church Street, 5th Floor, L & C Tower, Nashville, TN 37243, written notice providing for cancellation no sooner than at least 120 days after the date of receipt of such notice by both the Division Director and the INSURED. Cancellation, termination, or failure to renew may not occur and the policy will remain in full force and effect in the event that on or before the date of expiration:

- (i) The Division Director deems the facility abandoned; or**
- (II) The permit is terminated or revoked or a new permit is denied; or**
- (III) Closure is ordered by the Commissioner, the Board, or a court of competent jurisdiction; or**
- (IV) The owner or operator is named as debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code; or**
- (V) The premium due is paid.**

3. DECLARATIONS AND REPRESENTATIONS -- By acceptance of this Policy, the INSURED agrees that the statements contained in the Declarations and any other supplemental materials and information submitted herewith are the INSURED's agreements and representations, that they shall be deemed material, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the INSURED and the COMPANY or any of its agents relating to this insurance.

4. ACTION AGAINST COMPANY- No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED's obligation to pay shall have been finally determined by the REGULATORY AGENCY.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the full limit of coverage afforded by this Policy. Bankruptcy or insolvency of the INSURED or of the INSURED's estate shall not relieve the COMPANY of any of its obligations hereunder.

5. ASSIGNMENT – This Policy may be assigned to a prospective successor owner or operator of a Tennessee WASTE MANAGEMENT FACILITY(ies) or Unit(s) designated in the Declarations, provided that the COMPANY consents to the assignment, which consent shall not be unreasonably withheld, and shall be on notice to and consent of the TDEC . In no event shall this policy be cancelled or terminated until the successor owner or operator obtains replacement financial assurance approved by the TDEC for the facilities covered herein or until the COMPANY obtains the consent of the TDEC.

6. SUBROGATION – In the event of any payment under this Policy, the COMPANY shall be subrogated to all the INSURED's rights of recovery therefor against any person or organization, excluding the TDEC, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM to prejudice such rights.

7. CHANGES -- Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Policy or stop the COMPANY from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy upon at least 120 days notice to and approval by the TDEC.

8. SOLE AGENT -- The NAMED INSURED stated in Item 1 of the Declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, and giving and receiving notice of cancellation or non-renewal.

9. CHOICE OF LAW -- It is agreed that this policy shall be construed pursuant to the laws of the State of Tennessee and that in the event of the failure of the COMPANY to pay any amount claimed to be due hereunder, the COMPANY and the INSURED, will submit to the jurisdiction of the State of Tennessee, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder including questions related to the interpretation, performance and enforcement of this Policy shall be determined in accordance with the law and practice of the State of Tennessee (notwithstanding Tennessee's conflicts of law rules). Nothing in this clause constitutes or should be understood to constitute a waiver of the COMPANY's right to remove an action to a United States District Court in the Districts of Tennessee.

10. PREMIUM -- The full Policy premium for coverage hereunder in the amount set forth in Item 6 of the Declarations shall be payable by the NAMED INSURED.

IN WITNESS WHEREOF the COMPANY has caused this Policy to be signed by its President and Secretary and countersigned on the Declarations by a duly authorized agent of the COMPANY.

SECRETARY

PRESIDENT

ENDORSEMENT #001

This endorsement, effective 12:01 a.m., _____, 2001 forms a part of

Policy No. _____ issued to _____ by _____ Insurance COMPANY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CLOSURE AND/OR POST CLOSURE POLICY

The following sublimits of Coverage apply to the Location(s) listed on Endorsement #001 the Closure Post-Closure Location Schedule:

Location	EPA Identification No.	Closure	Post Closure	TSCA Closure
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

All other terms and conditions remain the same.

(Authorized Representative)

ENDORSEMENT #002

*This endorsement, effective 12:01 a.m., _____, 2001 forms a part of
Policy No. issued to _____ by _____ Insurance COMPANY.*

SERVICE OF PROCESS

Indian Harbor Insurance COMPANY (hereafter referred to as "the COMPANY" by issuance of this policy hereby constitutes and appoints the Commissioner of the Department of Commerce and Insurance as its true and lawful attorney upon whom all lawful process may be served in any action, suit or proceeding instituted in this State by or on behalf of the INSURED or any beneficiary against the COMPANY arising out of this policy of insurance.

**Commissioner of the Department of Commerce and Insurance
State of Tennessee
500 James Robertson Parkway
Nashville, Tennessee 37243**

Attention: Office of General Counsel

All other terms and conditions remain the same.

(Authorized Representative)

ENDORSEMENT #003

This endorsement, effective 12:01 a.m., _____, 2001 forms a part of

Policy No. _____ issued to _____ by _____ Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CLOSURE AND/OR POST CLOSURE POLICY

The Insurer warrants that this policy conforms in all respects with the requirements of State Rules 0400-11-01-.03 (3) (d) 8., as applicable and as such regulations were constituted on the date shown immediately below. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

Policy Number: _____

Effective Date: _____

All other terms and conditions remain the same.

(Authorized Representative)

ENDORSEMENT #004

*This endorsement, effective _____, 2001 forms a part of
Policy No. _____ issued to _____ by _____ Insurance Company.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CLOSURE AND/OR POST CLOSURE POLICY

All other terms and conditions remain the same.

(Authorized Representative)