

## A.14. Liability mechanism

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HAZARDOUS WASTE FACILITY LIABILITY ENDORSEMENT**

This endorsement modifies and is subject to the insurance provided under the following:

**PREMISE ENVIRONMENTAL COVERAGE**

It is hereby agreed that the policy is amended as follows:

1. This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering bodily injury and property damage in connection with the insured's obligation to demonstrate financial responsibility under the State of Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and R 299.9710 or the State of Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended and R 299.9711 of the Michigan Administrative Code (MAC). The coverage applies at US Ecology Romulus, Inc. FKA EQ Resource Recovery, Inc., 36345 Van Born Road, Romulus, MI 48174, EPA I.D. No. MID 060 975 844, Michigan Disposal, Inc., 49350 N. I-94 Service Drive, Belleville, MI 48111, EPA I.D. No. MID 000 724 831, Wayne Disposal, Inc., 49350 N. I-94 Service Drive, Belleville, MI 48111, EPA I.D. No. MID 048 090 633, EQ Detroit, Inc., 1923 Frederick Street, Detroit, MI 48211, EPA I.D. No. MID 980 991 566, EQ Industrial Services, Inc., 2000 Ferry Street, Detroit, MI 48211, EPA I.D. No. MIK435642742, Wayne Disposal, Inc. 36345 Van Born Road, Romulus, MI 48174, EPA I.D. No. MIK435642742, US Ecology Michigan, 6520 Georgia Street, Detroit, MI 48211, EPA I.D. No. MID 074 259 656, for sudden and accidental and non-sudden accidental occurrences. The limits of liability are \$4,000,000 each occurrence and \$8,000,000 annual aggregate, exclusive of legal defense costs.
2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions of the policy inconsistent with subsections (a) through (e) of this Paragraph 2 are hereby amended to conform with subsections (a) through (e):
  - (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.
  - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in the State of Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and R 299.9710 or the State of Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended and R 299.9711 of the Michigan Administrative Code (MAC).
  - (c) Whenever requested by the Michigan Department of Environmental Quality, Waste Management and Radiological Protection Division (DEQ), the Insurer agrees to furnish to the DEQ a signed duplicate original of the policy and all endorsements.
  - (d) Cancellation of this endorsement, whether by the Insurer, the insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the hazardous waste management facility, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the DEQ.

(e) Any other termination of this endorsement will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the DEQ.

Attached to and forming part of policy No. PPK2304736 issued by Tokio Marine Specialty Insurance Company, herein called the Insurer, of One Bala Plaza, Bala Cynwyd, PA 19004 to US Ecology, Inc. of 101 Capitol Blvd., Suite 1000, Boise, ID 83702 this 1<sup>st</sup> day of August, 2021. The effective date of said policy is August 1 of 2021.

I hereby certify that the wording of this endorsement is identical to the wording specified in the State of Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and R 299.9710 or the State of Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended and R 299.9711 of the Michigan Administrative Code (MAC) as such regulation was constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more States.



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Signature of Authorized Representative of Insurer

Ryan Nulton  
Senior Specialty Broker, Authorized Representative of Tokio Marine Specialty Insurance Company  
One Bala Plaza, Bala Cynwyd, PA 19004

All other policy terms and conditions remain unchanged.



**MICHIGAN WAIVER OF INSURED'S RIGHT  
TO IMMEDIATE CANCELLATION OF THIS POLICY**

*Filing of this endorsement is required by R 299.9711 of the Michigan Administrative Code*

In order to comply with R 299.9711, it is hereby agreed that the Insured waives the right to immediate cancellation as provided in Section 500.3020, The Insurance Code of 1956, 1956 PA 218.

Policy Number: PPK2304736

Insured: US Ecology, Inc.

By: 

Name and Title: Ryan Nulton, Senior Specialty Broker

**Submit one original signed Endorsement to:**

Materials Management Division  
Warren District Office  
Michigan Department of Environment, Great Lakes, and Energy  
2770 Donald Court  
Warren, Michigan 48092-2793



**HAZARDOUS WASTE MANAGEMENT FACILITY AMENDATORY ENDORSEMENT  
POLLUTION LEGAL LIABILITY - SUDDEN AND ACCIDENTAL**

*This endorsement ("Endorsement") changes the Pollution Legal Liability Policy ("Policy") effective on the inception date of the Policy. This Endorsement is attached to the Policy to fulfill the insurance requirements of Section 11123 of the State of Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and R 299.9710 of the Michigan Administrative Code (MAC).*

INSURER: Tokio Marine Specialty Insurance Company			INSURED: US Ecology, Inc.		
INSURER'S ADDRESS: One Bala Plaza			INSURED'S ADDRESS: 101 S. Capitol Blvd., Suite 1000		
CITY: Bala Cynwyd	STATE: PA	ZIP CODE: 19004	CITY: Boise	STATE: ID	ZIP CODE: 83702
POLICY NUMBER: PPK2304736		POLICY PERIOD: FROM: 8/1/2021 TO: 8/1/2022			
COVERED FACILITY: (Attach additional page if necessary to list multiple Facilities covered)					
FACILITY NAME: Wayne Disposal, Inc.			FACILITY ADDRESS: 49350 North I-94 Service Drive		
CITY: Belleville	STATE: MI	ZIP CODE: 48111	EPA ID NUMBER: MID 048 090 633		

**DEFINITIONS**

As used in this Endorsement:

The term "Contaminant" means any hazardous waste defined in MAC R 299.9203, and any hazardous waste or hazardous constituent listed in Appendix VIII of Part 261 or Appendix IX of Part 264 of Title 40 of the Code of Federal Regulations; and

The term "Sudden and Accidental Occurrence" means the unintentional and unexpected discharge, dispersal, release, or escape of a contaminant in a noncontinuous and nonrepetitive manner, into or upon the land, the atmosphere, or any watercourse or body of water, which results in bodily injury or property damage.

**DECLARATIONS**

The insurance afforded with respect to Sudden and Accidental Occurrences is subject to all of the terms and conditions of the Policy provided however that any provisions of the Policy inconsistent with Sections A through F of this Endorsement are hereby amended to conform to Sections A through F.

- A. The limits of liability as respects bodily injury and property damage are provided in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000 exclusive of legal defense costs.
- B. The Insurer is liable for the payment of amounts within any deductible applicable to the Policy, with a right of reimbursement by the Insured for any such payment made by the Insurer.
- C. A Notice of Violation or Order issued by the Michigan Department of Environment, Great Lakes, and Energy or other environmental agency shall not be deemed in and of itself sufficient evidence of an insured's intentional, knowing, willful, or deliberate noncompliance with a legal requirement so as to preclude coverage under this Policy.
- D. The Insurer will provide the Materials Management Division at the address below with at least 30 days advance written notice of cancellation, termination, or material change to the Policy which affects the coverage required by MAC R 299.9710. Such notices shall be provided no matter which party initiates the cancellation, termination, or material change, and whether or not nonpayment of premium is involved.
- E. The following are the only specific pre-existing soil and groundwater conditions (defined in the referenced assessments or reports) that are excluded from coverage under the Policy (Attach additional pages if necessary): \_\_\_\_\_
- F. No condition, provision, stipulation, limitation, or exclusion contained in the Policy, or any other endorsement thereon, or any violation thereof, shall relieve the insurer from liability or from the payment of any claim, within the stated limits of liability in this Endorsement, for bodily injury and property damage to a third party caused by a sudden and accidental occurrence.

The Insurer hereby certifies that it has issued the Insured the Policy to provide financial assurance and responsibility for bodily injury and property damage caused by Sudden and Accidental Occurrences arising from operation of the covered facility(ies), and that the Insurer is licensed to transact the business of insurance, or is eligible to provide insurance as an excess or surplus lines insurer, in the State of Michigan.

**Filing of this Endorsement is required by Law (MAC R299.9710)**

Submit one original signed Endorsement to:

HAZARDOUS WASTE SECTION  
MATERIALS MANAGEMENT DIVISION  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES,  
AND ENERGY  
PO BOX 30241  
LANSING MI 48909-7741

Name of Authorized Agent Tokio Marine Specialty Insurance Company	
Street Address or PO Box One Bala Plaza	
City, State and Zip Code Bala Cynwyd, PA 19004	
Signature of Authorized Agent 	Date 07/26/2021



**HAZARDOUS WASTE MANAGEMENT FACILITY AMENDATORY ENDORSEMENT  
POLLUTION LEGAL LIABILITY - NON-SUDDEN ACCIDENTAL**

*This endorsement ("Endorsement") changes the Pollution Legal Liability Policy ("Policy") effective on the inception date of the Policy. This Endorsement is attached to the Policy to fulfill the Insurance requirements of Section 11123 of the State of Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and R 299.9710 of the Michigan Administrative Code (MAC).*

INSURER: Tokio Marine Specialty Insurance Company			INSURED: US Ecology, Inc.		
INSURER'S ADDRESS: One Bala Plaza			INSURED'S ADDRESS: 101 S. Capitol Blvd., Suite 1000		
CITY: Bala Cynwyd	STATE: PA	ZIP CODE: 19004	CITY: Boise	STATE: ID	ZIP CODE: 83702
POLICY NUMBER: PPK2304736		POLICY PERIOD: FROM: 8/1/2021 TO: 8/1/2022			
COVERED FACILITY: (Attach additional page, if necessary, to list multiple Facilities covered)					
FACILITY NAME: Wayne Disposal, Inc.			FACILITY ADDRESS: 49350 North I-94 Service Drive		
CITY: Belleville	STATE: MI	ZIP CODE: 48111	EPA ID NUMBER: MID 048 090 633		

**DEFINITIONS**

As used in this Endorsement:

The term "Contaminant" means any hazardous waste defined in MAC R 299.9203, and any hazardous waste or hazardous constituent listed in Appendix VIII of Part 261 or Appendix IX of Part 264 of Title 40 of the Code of Federal Regulations; and

The term "Non-Sudden Accidental Occurrence" means the unintentional and unexpected discharge, dispersal, release, or escape of a contaminant in a continuous and repetitive manner, into or upon the land, the atmosphere, or any watercourse or body of water, which results in bodily injury or property damage.

**DECLARATIONS**

The insurance afforded with respect to Non-Sudden Accidental Occurrences is subject to all of the terms and conditions of the Policy provided however that any provisions of the Policy inconsistent with Sections A through F of this Endorsement are hereby amended to conform to Sections A through F.

- A. The limits of liability as respects bodily injury and property damage are provided in an amount not less than \$3,000,000 per occurrence with an annual aggregate of not less than \$6,000,000 exclusive of legal defense costs.
- B. The insurer is liable for the payment of amounts within any deductible applicable to the Policy, with a right of reimbursement by the Insured for any such payment made by the Insurer.
- C. A Notice of Violation or Order issued by the DEQ or other environmental agency shall not be deemed in and of itself sufficient evidence of an insured's intentional, knowing, willful, or deliberate noncompliance with a legal requirement so as to preclude coverage under this Policy.
- D. The insurer will provide the Materials Management Division at the address below with at least 30 days advance written notice of cancellation, termination, or material change to the Policy which affects the coverage required by MAC R 299.9710. Such notices shall be provided no matter which party initiates the cancellation, termination, or material change, and whether or not nonpayment of premium is involved.
- E. The following are the only specific pre-existing soil and groundwater conditions (defined in the referenced assessments or reports) that are excluded from coverage under the Policy (Attach additional pages if necessary): \_\_\_\_\_
- F. No condition, provision, stipulation, limitation, or exclusion contained in the Policy, or any other endorsement thereon, or any violation thereof, shall relieve the Insurer from liability or from the payment of any claim, within the stated limits of liability in this Endorsement, for bodily injury and property damage to a third party caused by a Non-Sudden Accidental Occurrence.

The Insurer hereby certifies that it has issued the Insured the Policy to provide financial assurance and responsibility for bodily injury and property damage caused by Non-Sudden Accidental Occurrences arising from operation of the covered facility(ies), and that the Insurer is licensed to transact the business of insurance, or is eligible to provide insurance as an excess or surplus lines insurer, in the State of Michigan.

**Filing of this Endorsement is required by Law (MAC R299.9710)**

Submit one original signed Endorsement to:

HAZARDOUS WASTE SECTION  
MATERIALS MANAGEMENT DIVISION  
DEPARTMENT OF ENVIRONMENT, GREAT LAKES,  
AND ENERGY  
PO BOX 30241  
LANSING MI 48909-7741

Name of Authorized Agent Tokio Marine Specialty Insurance Company	
Street Address or PO Box One Bala Plaza	
City, State and Zip Code Bala Cynwyd, PA 19004	
Signature of Authorized Agent 	Date 07/26/2021