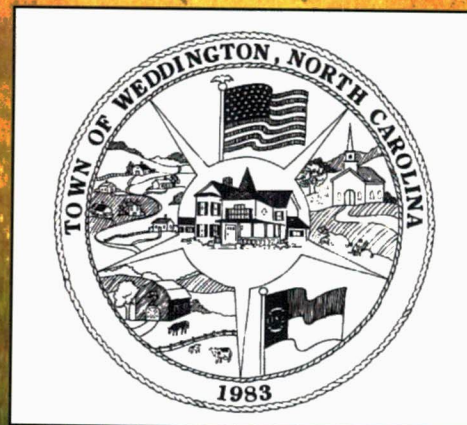




RFP SOLID WASTE SERVICES
Village of Marvin & Town of Weddington
Attention: Village Manager
10004 New Town Road Marvin NC 28173
May 7, 2021 1:00 pm



Copy



May 7, 2021

Village of Marvin & Town of Weddington
Christina Amos, Village Manager
10004 New Town Road
Marvin, NC 28173

Re: RFP Solid Waste Services

Dear Christina:

Waste Pro of North Carolina, Inc. (Waste Pro) is pleased to have the opportunity to provide the enclosed proposal for solid waste & recycling collection services. We have received and examined the RFP along with any addendums. **Our proposal is in all respects fair and in good faith without collusion or fraud.** We are prepared to begin the work requested. As you review our proposal, please check our references. We think that you will see that Waste Pro is uniquely qualified to provide the solid waste and recycling services for these communities.

Waste Pro is primarily a municipal collection company. We concentrate our resources and efforts on municipal collection contracts, not industrial, commercial services, or landfills. In total, Waste Pro holds exclusive municipal solid waste and recycling franchises with over 500 cities and counties serving over 2,000,000 residences. We are financially strong and ready to begin services on your contract.

Customer service is our number one priority. Our drivers are experienced and courteous. We have one of the lowest employee turnover rates in the industry and a safety rating which far exceeds industry standards. We encourage our employees to "go the extra mile" with regard to servicing our customers. We use a program called Trac EZ which monitors all service issues. Your city will have full access to this program and its reporting. **Being a private company allows Waste Pro the versatility to react to and address all of the City's needs and requests.**

Waste Pro understands the need for municipalities to "Go Green". From our trucks to our containers for special event recycling, Waste Pro is your choice for going green. Currently our vehicles employ particulate systems to make the air clean. We engage in residential, business, municipal and special events recycling. Waste Pro is your cutting edge choice for making your City a "Greener Place to Live".



Waste Pro understands the importance of having a local presence. Waste Pro has an office in and hires people that live in your area. **Customer calls will be answered locally by a real person dedicated to communicate with the City**, not an automated attendant. We also believe in being part of the community. Waste Pro contributes to and participates in local business and charitable organizations. All of this we do because we believe that we should be part of the communities that we service.

We have put forth a great deal of information in this proposal to respond to the requested services and pricing. **Waste Pro has alternate service options available that may offer greater savings to your communities.** Please consider meeting with us to discuss. Waste Pro open to negotiate all items in the RFP. We look forward to being your next partner and providing your solid waste collection services that are the **"Distinguishable Difference"**.

Sincerely,

Chip Gingles
Division Vice President

Authorized Signatory (see included power of attorney):

Chip Gingles, Division VP cgingles@wasteprousa.com 757-775-8726
1902 Valley Parkway, Monroe NC 28110 Fax 704-821-0526

Waste Pro Contacts:

Bob Wolk, Municipal Acct. rwolk@wasteprousa.com 386-547-2350
3512 Oakcliff Road Doraville GA 30340 Fax 678-240-4250
Jennifer Herring, Municipal Acct. jherring@wasteprousa.com 704-886-4472
1902 Valley Parkway, Monroe NC 28110 Fax 704-821-0526
Nicole Reed, Office Manager nreed@wasteprousa.com 704-821-7578
1902 Valley Parkway, Monroe NC 28110 Fax 704-821-0526



wasteprousa.com |  @Waste_Pro_USA

CORE VALUES

The Core Values of Waste Pro USA are fundamental and enduring principles that guide every facet of our business. They are the foundation of our corporate behavior and our daily operations. They are a collective commitment by Waste Pro USA employees, to those we serve and to each other. They determine the culture of our organization, how we work with each other, our customers, suppliers, and the communities we serve. These Core Values are at the heart of what makes Waste Pro USA the *Distinguishable Difference*.



We are committed to these values, they guide our decisions and actions.

PASSIONATE CUSTOMER AND COMMUNITY SERVICE

We're different. Our customers can feel a "Distinguishable Difference" in everything we do.

We care about them. We respect them and listen carefully for what they need and want. We pay great attention to detail, always looking for something to improve. We like making things better.

We're good neighbors, willing to lend a helping hand and support the communities that support us so well. We want all our customers to be happy and loyal, and we love it when they tell their friends about the good work we do.

INTEGRITY AND SINCERITY

We set high standards for ourselves.

We value the great reputation we've built on that. We do the right thing, even when the right thing is hard.

We keep the promises we make to ourselves and others. We each take responsibility for creating and nourishing the culture we've built on trust, truth, acceptance and sincerity. We keep it real.

THE SUCCESS OF OUR PEOPLE

We have heart (and soul). We care about our co-workers and their families. We understand the important role work plays in our lives, so we make our workplace a positive place. We see clearly how we all contribute to the success of the business. We learn from and challenge each other to grow personally and professionally.

We support each other by showing up to work with enthusiasm, excitement, creativity and caring.

We celebrate our successes and reward great performance.

We encourage our "entrepreneurial spirit" and enjoy the freedom to be ourselves. We appreciate each other.

RESPECT

We treat our employees, customers, partners and suppliers with respect, appreciation and sensitivity. We learn from and celebrate different points of view. We value our unique backgrounds, skills and talents.

We work together, building and nurturing relationships that will stand the test of time. We love and respect our blue sky and green earth, and vow to protect it.

TEAMWORK

One company, one team, whatever it takes. Together we succeed. We love to collaborate and we love to compete. We're engaged, motivated and working towards the same goals. We can count on each other for support in all areas of our lives.

We communicate openly, with caring. We work together for the good of us all and have fun doing it.

PRIDE

We're Waste Pro. We're Professionals and we're proud.

We are a family.

We're part of a company with passion, purpose and vision. We have big dreams and the courage to create them. We face our challenges with courage, creativity and enthusiasm. We're part of the best team in the business. We're Waste Pro Proud.

SAFETY

We are committed to the health and well being of all our team members. We work proactively to reduce risk and drive improvement. We keep our eyes open and challenge the status-quo to protect each other and make it a safe workplace for all.

We take our training seriously and keep our skills updated. We keep our equipment in mint shape and our surroundings orderly and clean. We strive for 100% safe.

For more information or comments contact: rpecora@wasteprousa.com

REQUIRED FORMS

- a. **FORM 1- Response Form**
- b. **FORM 2- Proposer Commitment & Power of Attorney**
- c. **FORM 3- Surety Intent**
- d. **FORM 4- Bid Bond/Letter of Credit & Surety Letters**
- e. **FORM 5- Proposer Contacts & Org Chart**
- f. **FORM 6- Base Bid weekly MSW**
- g. **FORM 7- Weekly Recycling**
- h. **FORM 8- Bi-Weekly Recycling**
- i. **FORM 9- Bi-Weekly Bulk**
- j. **FORM 10- Monthly Bulk**
- k. **FORM 11- Twice per year Bulk**
- l. **FORM 12- Bagged Yard Waste**
- m. **FORM 13- Seasonal HHW Event**
- n. **FORM 14- Seasonal Christmas Tree Collection**
- o. **FORM 15- Seasonal E-waste Collection**
- p. **FORM 16- Seasonal White Goods Collection**
- q. **FORM 17- Municipal Specific Logos on Trucks**
- r. **FORM 18- Municipal Specific Logos on Carts**

WASTE PRO

Leading Waste Solutions

Form 1

REQUEST FOR PROPOSAL (RFP)
SOLID WASTE COLLECTION SERVICES
RESPONSE FORM
"PROPOSAL SUBMISSION COVER FORM"

THIS PROPOSAL IS SUBMITTED TO THE TOWN OF WEDDINGTON AND VILLAGE OF MARVIN FOR SOLID WASTE COLLECTION SERVICES BY:

FIRM NAME: Waste Pro

ADDRESS: 1902 Valley Parkway

Monroe NC

TELEPHONE: 828-691-1863 ZIP 28110

Chip Gingles
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

Division Vice President
TITLE

May 3, 2021
DATE

I, the authorized representative set forth above hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the Services as proposed if awarded the contract.

Signature: 

Print Name: Chip Gingles

Form 2

Proposer Commitment

STATE OF NORTH CAROLINA)
COUNTY OF UNION)

I, Chip Gingles of the City of Monroe, in the County of Union and State of North Carolina, of full age, being duly sworn on oath depose and say that:

I am Division Vice President of the firm of Waste Pro, the Proposer making the Proposal for Solid Waste Services, and that I executed the said Proposal with full authority so to do; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Services; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Town of Weddington and Village of Marvin relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding Contract(s) for the said Services.

I understand the Proposal requirements and the contract specifications and has based its Proposal on the provisions and specifications detailed in this Request for Proposals.

I have submitted all Proposal Forms which are incorporated into this Proposal by this reference.

I further certify:

- a. that neither the Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity;
b. that the Proposer has reviewed all of its engagements and pending engagements and that, in making this Proposal, no potential for conflict of interest or unfair advantage exists;
c. that the information supplied by the Proposer in this Proposal is current, truthful and complete;

Having carefully examined the project documents comprising the RFP and all other documents bound therewith, together with all Addenda thereto, all information made available by the Municipalities, and being familiar with the work and the various conditions affecting the work, the undersigned hereby offers to furnish all labor, vehicles, facilities, equipment, supplies and things necessary or proper or incidental to the contract operations as required be and in strict accordance with the applicable provisions of this RFP and of all Addenda issued by the Municipalities.

I acknowledge receipt of addenda:

Table with 2 columns: Addenda Number and Addenda Date. Row 1: ADDENDUM 1, APRIL 22, 2021. Row 2: ADDENDUM 2, APRIL 27, 2021.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
Waste Pro

Chip Gingles
Signature of Proposer

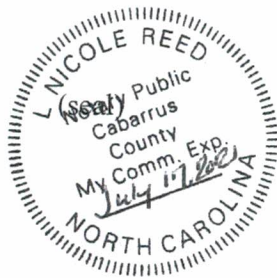
Note: If this Proposal is being **submitted by a corporation**, the Proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to be the secretary. A certificate of the secretary of the corporation evidencing the officer's authority to execute the Proposal shall be attached. If this Proposal is being **submitted by a joint venture**, it shall be executed by all joint venture Partners, and any Partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

(NOTARY PUBLIC)

State of North Carolina
County of Union

On this 3rd day of May, 2021, before me appeared Chip Gingles, personally known to me to be the person described in and who executed this RFP and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.



Nicole Reed
Notary Public
Nicole Reed
Name Printed


My Appointment Expires July 17, 2021

POWER OF ATTORNEY

This Power of Attorney made this 29 day of April 2021, I, John J. Jennings, Chairman of Waste Pro of North Carolina, Inc., hereby appoint, Chip Gingles, to do, bind, and execute the following on behalf of Waste Pro of North Carolina, Inc.

1. Execute, bid, and deliver any documents related the Town of Marvin, Village of Weddington's Request for Proposals for Solid Waste Services, including any and all Addendums.
2. This Power of Attorney is intended to grant broad powers to Chip Gingles to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of North Carolina, Inc.





SIGNATURE OF John J. Jennings
Chairman of Waste Pro of North Carolina, Inc.

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of April 2021, by John J. Jennings, Chairman of Waste Pro of Florida.



(Signature of Notary Public, State of Florida)

MY COMMISSION # HH 080343
EXPIRES: March 9, 2025
Bonded Thru Notary Public Underwriters

(Name of Notary Public)

Personally Known or produced Identification _____ Type of Identification Produced _____

FORM 3

Surety Intent

TO: VILLAGE OF MARVIN AND TOWN OF WEDDINGTON

We have reviewed the Proposal of Waste Pro of North Carolina, Inc.
(Contractor)
of 1902 Valley Parkway Monroe NC 28110
(Address)

for the following contract:

VILLAGE OF MARVIN AND TOWN OF WEDDINGTON
Solid Waste Services

We understand that Proposals will be received until 1:00PM on May 7, 2021 and wish to advise that should this Proposal be accepted and the Contract awarded to the Contractor listed above, it is our present intention to become surety on the Performance bond required by the Contract.

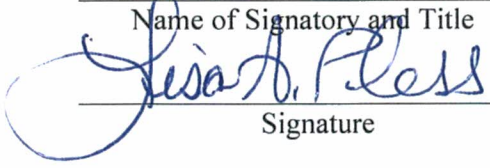
Any arrangement for the Bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to the owner or third parties if for any reason we do not execute the requisite bonds.

We are duly licensed to do business in the State of North Carolina.

Dated: April 30, 2021

By: Endurance Assurance Corporation
Name of Surety

(seal)

Lisa A. Pless
Name of Signatory and Title

Signature



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Lisa A. Pless, Chaun M. Wilson** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above 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 signature or 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, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of April, 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS

As of December 31, 2020

ASSETS:

Bonds	\$ 2,157,544,757
Stocks	\$ 1,621,290,435
Other Invested Assets	\$ 118,574,006
Cash and Cash Equivalents	\$ 345,153,160
Receivable for Securities	\$ 7,175,643
Total Cash and Invested Assets	\$ 4,249,738,000

Agents' Balances or Uncollected Premiums	\$ 721,677,754
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 61,486,657
Funds Held By or Deposited With Reinsurance Companies	\$ 10,857,763
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 60,206,396
Receivables From Parent, Subsidiaries & Affiliates	\$ 5,938,967
Aggregate Write-Ins for Other Than Invested Assets	\$ 13,008,369
Investment Income Due and Accrued	\$ 12,757,244
Total Admitted Assets	\$ 5,135,671,150

LIABILITIES:

Losses	\$ 1,447,946,516
Loss Adjustment Expenses	\$ 143,637,396
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 45,439,533
Taxes Licenses and Fees	\$ 7,837,697
Current Federal & Foreign Income Taxes	\$ 9,117,279
Unearned Premiums	\$ 1,023,124,284
Ceded Reinsurance Premiums Payable	\$ 113,211,464
Commissions Payable, Contingent Commissions and Similar Items	\$ 9,769,054
Amounts Withheld or Retained by Company for Account of Others	\$ 128,135,326
Other Expenses Payable	\$ 34,798,384
Payable to Parents, Subsidiaries and Affiliates	\$ 58,648,996
Payable for Securities	\$ 8,613,627
Provision for Reinsurance	\$ 18,312,751
Other Liabilities	\$ 42,078,886
Total Liabilities	\$ 3,090,671,193

CAPITAL AND SURPLUS:

Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,328,606
Common Capital Stock	\$ 5,000,000
Gross Paid In and Contributed Surplus	\$ 2,159,282,258
Unassigned Funds (Surplus)	\$ (120,610,907)
Total Capital and Surplus	\$ 2,044,999,957

Total Liabilities and Capital and Surplus **\$ 5,135,671,150**

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day

of March, 2021:

DocuSigned by:
Fiona McNamara

Notary Public Seal

Notary Public, State of New York
 Qualified in Rockland County
 No. 01MC5081895
 My commission expires July 14, 2021

FORM 4

BID BOND/LETTER OF CREDIT/CASH SURETY:

Each bid must be accompanied by a certified check, irrevocable letter of credit or bid bond in the amount of five percent (5%) of the total annual bid price, payable to the Village of Marvin and The Town of Weddington, respectively using the bid amounts within the RFP for each Municipalities as outlined in Section 2. The bid bond is intended to ensure that the Proposer, if awarded the Contractcontract, will execute the same and will timely furnish the required Performance Bond, evidence of Insurance, and other required documents. The bid bond or letter of credit will be released after final selection for unsuccessful Proposers and upon execution of the contract for the successful Proposer.

Date May 3, 2021

Signature 

Print Name Chip Gingles Division Vice President

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Waste Pro of North Carolina, Inc.
1902 Valley Parkway
Monroe, NC 28110

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Martin
10004 New Town Road
Marvin, NC 28173

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Request for Proposals for Solid Waste Services for the Village of Martin, NC

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of May, 2021.



(Witness) Melanie Torres Sarto



(Witness) Chaun M. Wilson

Waste Pro of North Carolina, Inc.

(Principal) (Seal)

By: 

(Title) MKT DIRECTOR

Endurance Assurance Corporation

(Surety) (Seal)

By: 

(Title) Lisa A. Pless Attorney-in-Fact



Contract with the following details of Article 15A Document 110

Bid Bond

CONTRACTOR:

1300 Valley Parkway
Millsboro, DE 19966
107 The Pine Knoll Circle, Inc.
Millsboro, DE 19966

OWNER:

Village of Millsboro
1300 New Town Road
Millsboro, DE 19966

BOND AMOUNT:

\$100,000.00

Two Percent of Amount of Bid

PROJECT:

Installation of Water Meter and Water Mains

Installation of Water Meters for the Village of Millsboro

The Contractor and Surety are bound to the Owner in the amount set forth above for the payment of the bid to the Contractor and its bonding. The Contractor shall be bound to the Owner in the amount set forth above for the payment of the bid to the Contractor and its bonding. This bond shall be in full satisfaction of the Contractor's obligation to the Owner to provide the bid and to provide the bond to the Owner within the time specified in the bid documents, or within such time period as may be agreed to by the Contractor, the Owner and the Contractor's Surety. The Contractor shall be bound to the Owner to provide the bid and to provide the bond to the Owner within the time specified in the bid documents, or within such time period as may be agreed to by the Contractor, the Owner and the Contractor's Surety. The Contractor shall be bound to the Owner to provide the bid and to provide the bond to the Owner within the time specified in the bid documents, or within such time period as may be agreed to by the Contractor, the Owner and the Contractor's Surety. The Contractor shall be bound to the Owner to provide the bid and to provide the bond to the Owner within the time specified in the bid documents, or within such time period as may be agreed to by the Contractor, the Owner and the Contractor's Surety.

If this bond is issued in connection with a subcontract, the Contractor shall be bound to the Owner in the amount set forth above for the payment of the bid to the Contractor and its bonding. The Contractor shall be bound to the Owner in the amount set forth above for the payment of the bid to the Contractor and its bonding. This bond shall be in full satisfaction of the Contractor's obligation to the Owner to provide the bid and to provide the bond to the Owner within the time specified in the bid documents, or within such time period as may be agreed to by the Contractor, the Owner and the Contractor's Surety. The Contractor shall be bound to the Owner to provide the bid and to provide the bond to the Owner within the time specified in the bid documents, or within such time period as may be agreed to by the Contractor, the Owner and the Contractor's Surety.

Executed and sealed this 15th day of May 2010

Signature lines for Contractor, Surety, and Owner with corresponding titles and dates.



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Lisa A. Pless**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Twenty Million Dollars (\$20,000,000.00).

Surety Bond No.: Bid Bond
Principal: Waste Pro of North Carolina, Inc.
Obligee: Village of Martin

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above 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 signature or 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, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7th day of May, 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS

As of December 31, 2020

ASSETS:	
Bonds	\$ 2,157,544,757
Stocks	\$ 1,621,290,435
Other Invested Assets	\$ 118,574,006
Cash and Cash Equivalents	\$ 345,153,160
Receivable for Securities	\$ 7,175,643
Total Cash and Invested Assets	\$ 4,249,738,000
Agents' Balances or Uncollected Premiums	\$ 721,677,754
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 61,486,657
Funds Held By or Deposited With Reinsurance Companies	\$ 10,857,763
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 60,206,396
Receivables From Parent, Subsidiaries & Affiliates	\$ 5,938,967
Aggregate Write-Ins for Other Than Invested Assets	\$ 13,008,369
Investment Income Due and Accrued	\$ 12,757,244
Total Admitted Assets	\$ 5,135,671,150
LIABILITIES:	
Losses	\$ 1,447,946,516
Loss Adjustment Expenses	\$ 143,637,396
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 45,439,533
Taxes Licenses and Fees	\$ 7,837,697
Current Federal & Foreign Income Taxes	\$ 9,117,279
Unearned Premiums	\$ 1,023,124,284
Ceded Reinsurance Premiums Payable	\$ 113,211,464
Commissions Payable, Contingent Commissions and Similar Items	\$ 9,769,054
Amounts Withheld or Retained by Company for Account of Others	\$ 128,135,326
Other Expenses Payable	\$ 34,798,384
Payable to Parents, Subsidiaries and Affiliates	\$ 58,648,996
Payable for Securities	\$ 8,613,627
Provision for Reinsurance	\$ 18,312,751
Other Liabilities	\$ 42,078,886
Total Liabilities	\$ 3,090,671,193
CAPITAL AND SURPLUS:	
Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,328,606
Common Capital Stock	\$ 5,000,000
Gross Paid In and Contributed Surplus	\$ 2,159,282,258
Unassigned Funds (Surplus)	\$ (120,610,907)
Total Capital and Surplus	\$ 2,044,999,957
Total Liabilities and Capital and Surplus	\$ 5,135,671,150

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day of March, 2021:

DocuSigned by:

Fiona McNamara

Notary Public Seal

Notary Public, State of New York
 Qualified in Rockland County
 No. 01MC5081895
 My commission expires July 14, 2021



April 30, 2021

**Re: Waste Pro of North Carolina, Inc.
1902 Valley Parkway
Monroe, NC 28110-5204**

To Whom It May Concern:

Waste Pro of North Carolina, Inc. is a client of Sompo International and its subsidiary companies.

Reserving our rights to practice normal underwriting functions, we are prepared to consider single bonds up to \$10,000,000.00 with aggregate bonding capacity of \$75,000,000.00 for Waste Pro of North Carolina, Inc. At this time, Waste Pro of North Carolina, Inc. has \$40,694,000.00 of aggregate bonding capacity available for use.

Any consideration by the surety is subject to the following conditions:

- 1) All terms and conditions of the contracts including any amendments or supplemental conditions meet the surety's satisfactory review and approval
- 2) Bond form(s) meet the surety's satisfactory review and approval
- 3) Financing of the contract meets the surety's satisfactory review and approval
- 4) All other normal underwriting conditions as determined by the surety have been met by PRINCIPAL at the time of contract award and final bond request

Reserving the surety's right to practice normal underwriting functions, we are prepared to have them issue bonds covering parameters referenced above and in accordance with the Village of Martin, NC RFP for Solid Waste Services, furnish a performance bond as security for the faithful performance of the contract, in an amount equal to one hundred percent (100%) of the annual contract sum.

Sompo International's subsidiary companies include Endurance American Insurance Company, Endurance Assurance Corporation and Lexon Insurance Company, all of which are members of the United States Department of the Treasury Circular 570 list of approved sureties and maintain A+ (Superior) A.M. Best & Co. ratings with combined XV (\$2 billion or greater) financial size category.

Sompo International and its subsidiaries assume no liability if for any reason we do not execute any requested bonds. If you have any questions regarding this account, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Lisa A. Pless".

Lisa A. Pless
Attorney-in-Fact

**Sompo International
12890 Lebanon Rd
Mt. Juliet, TN 37122
(615) 553-9587**



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Lisa A. Pless, Chaun M. Wilson** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above 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 signature or 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, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of April, 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS

As of December 31, 2020

ASSETS:	
Bonds	\$ 2,157,544,757
Stocks	\$ 1,621,290,435
Other Invested Assets	\$ 118,574,006
Cash and Cash Equivalents	\$ 345,153,160
Receivable for Securities	\$ 7,175,643
Total Cash and Invested Assets	\$ 4,249,738,000
Agents' Balances or Uncollected Premiums	\$ 721,677,754
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 61,486,657
Funds Held By or Deposited With Reinsurance Companies	\$ 10,857,763
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 60,206,396
Receivables From Parent, Subsidiaries & Affiliates	\$ 5,938,967
Aggregate Write-Ins for Other Than Invested Assets	\$ 13,008,369
Investment Income Due and Accrued	\$ 12,757,244
Total Admitted Assets	\$ 5,135,671,150
LIABILITIES:	
Losses	\$ 1,447,946,516
Loss Adjustment Expenses	\$ 143,637,396
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 45,439,533
Taxes Licenses and Fees	\$ 7,837,697
Current Federal & Foreign Income Taxes	\$ 9,117,279
Unearned Premiums	\$ 1,023,124,284
Ceded Reinsurance Premiums Payable	\$ 113,211,464
Commissions Payable, Contingent Commissions and Similar Items	\$ 9,769,054
Amounts Withheld or Retained by Company for Account of Others	\$ 128,135,326
Other Expenses Payable	\$ 34,798,384
Payable to Parents, Subsidiaries and Affiliates	\$ 58,648,996
Payable for Securities	\$ 8,613,627
Provision for Reinsurance	\$ 18,312,751
Other Liabilities	\$ 42,078,886
Total Liabilities	\$ 3,090,671,193
CAPITAL AND SURPLUS:	
Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,328,606
Common Capital Stock	\$ 5,000,000
Gross Paid In and Contributed Surplus	\$ 2,159,282,258
Unassigned Funds (Surplus)	\$ (120,610,907)
Total Capital and Surplus	\$ 2,044,999,957
Total Liabilities and Capital and Surplus	\$ 5,135,671,150

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day of March, 2021:

DocuSigned by:
Fiona McNamara

Notary Public Seal

Notary Public, State of New York
 Qualified in Rockland County
 No. 01MC5081895
 My commission expires July 14, 2021

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Waste Pro of North Carolina, Inc.
1902 Valley Parkway
Monroe, NC 28110

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Weddington
1924 Weddington Road
Weddington, NC 28104

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Request for Proposals for Solid Waste Services for the Town of Weddington, NC

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of May, 2021.



(Witness) Melanie Torres Sorto



(Witness) Chaun M. Wilson

Waste Pro of North Carolina, Inc.

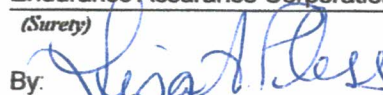
(Principal) (Seal)

By: 

(Title) MKT DIRECTOR

Endurance Assurance Corporation

(Surety) (Seal)

By: 

(Title) Lisa A. Pless Attorney-in-Fact



Document A310™ - 2010

Complies with the American Institute of Architects AIA Document A310

Bid Bond

CONTRACTOR:

When the Bid is awarded, the Contractor shall execute a contract with the City of Washington, District of Columbia, for the construction of the project described in the Bid. The Contractor shall be bound by the terms and conditions of the contract and shall be responsible for the performance of the project.

OWNER:

City of Washington
1824 Woodrow Wilson Plaza
Washington, DC 20004

BID AMOUNT:

Five Percent of Amount Bid

PROJECT:

Construction of the project described in the Bid. The project shall be completed in accordance with the terms and conditions of the contract and shall be bound by the terms and conditions of the contract.

The Contractor and Bidder are jointly and severally bound to the City of Washington, District of Columbia, for the performance of the project described in the Bid. The Contractor shall be responsible for the performance of the project and shall be bound by the terms and conditions of the contract. The Bidder shall be responsible for the performance of the project and shall be bound by the terms and conditions of the contract. The Contractor and Bidder are jointly and severally bound to the City of Washington, District of Columbia, for the performance of the project described in the Bid. The Contractor shall be responsible for the performance of the project and shall be bound by the terms and conditions of the contract. The Bidder shall be responsible for the performance of the project and shall be bound by the terms and conditions of the contract.

The Bidder shall be responsible for the performance of the project and shall be bound by the terms and conditions of the contract. The Contractor shall be responsible for the performance of the project and shall be bound by the terms and conditions of the contract.

When the Bid is awarded, the Contractor shall execute a contract with the City of Washington, District of Columbia, for the construction of the project described in the Bid. The Contractor shall be bound by the terms and conditions of the contract and shall be responsible for the performance of the project.

2 pages in total. This page is page 1 of 2.

City of Washington, District of Columbia

Mayor

City of Washington, District of Columbia

Mayor

City of Washington, District of Columbia

Mayor

City of Washington, District of Columbia

Mayor

City of Washington, District of Columbia

Mayor



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Lisa A. Pless**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of Twenty Million Dollars (\$20,000,000.00).

Surety Bond No.: Bid Bond
Principal: Waste Pro of North Carolina, Inc.
Obligee: Town of Weddington

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above 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 signature or 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, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is the duly authorized officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7th day of May, 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS

As of December 31, 2020

ASSETS:	
Bonds	\$ 2,157,544,757
Stocks	\$ 1,621,290,435
Other Invested Assets	\$ 118,574,006
Cash and Cash Equivalents	\$ 345,153,160
Receivable for Securities	\$ 7,175,643
Total Cash and Invested Assets	\$ 4,249,738,000
Agents' Balances or Uncollected Premiums	\$ 721,677,754
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 61,486,657
Funds Held By or Deposited With Reinsurance Companies	\$ 10,857,763
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 60,206,396
Receivables From Parent, Subsidiaries & Affiliates	\$ 5,938,967
Aggregate Write-Ins for Other Than Invested Assets	\$ 13,008,369
Investment Income Due and Accrued	\$ 12,757,244
Total Admitted Assets	\$ 5,135,671,150
LIABILITIES:	
Losses	\$ 1,447,946,516
Loss Adjustment Expenses	\$ 143,637,396
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 45,439,533
Taxes Licenses and Fees	\$ 7,837,697
Current Federal & Foreign Income Taxes	\$ 9,117,279
Unearned Premiums	\$ 1,023,124,284
Ceded Reinsurance Premiums Payable	\$ 113,211,464
Commissions Payable, Contingent Commissions and Similar Items	\$ 9,769,054
Amounts Withheld or Retained by Company for Account of Others	\$ 128,135,326
Other Expenses Payable	\$ 34,798,384
Payable to Parents, Subsidiaries and Affiliates	\$ 58,648,996
Payable for Securities	\$ 8,613,627
Provision for Reinsurance	\$ 18,312,751
Other Liabilities	\$ 42,078,886
Total Liabilities	\$ 3,090,671,193
CAPITAL AND SURPLUS:	
Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,328,606
Common Capital Stock	\$ 5,000,000
Gross Paid In and Contributed Surplus	\$ 2,159,282,258
Unassigned Funds (Surplus)	\$ (120,610,907)
Total Capital and Surplus	\$ 2,044,999,957
Total Liabilities and Capital and Surplus	\$ 5,135,671,150

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day of March, 2021:
DocuSigned by:

Fiona McNamara

Notary Public Seal

Notary Public, State of New York
 Qualified in Rockland County
 No. 01MC5081895
 My commission expires July 14, 2021



April 30, 2021

**Re: Waste Pro of North Carolina, Inc.
1902 Valley Parkway
Monroe, NC 28110-5204**

To Whom It May Concern:

Waste Pro of North Carolina, Inc. is a client of Sompo International and its subsidiary companies.

Reserving our rights to practice normal underwriting functions, we are prepared to consider single bonds up to \$10,000,000.00 with aggregate bonding capacity of \$75,000,000.00 for Waste Pro of North Carolina, Inc. At this time, Waste Pro of North Carolina, Inc. has \$40,694,000.00 of aggregate bonding capacity available for use.

Any consideration by the surety is subject to the following conditions:


- 1) All terms and conditions of the contracts including any amendments or supplemental conditions meet the surety's satisfactory review and approval
- 2) Bond form(s) meet the surety's satisfactory review and approval
- 3) Financing of the contract meets the surety's satisfactory review and approval
- 4) All other normal underwriting conditions as determined by the surety have been met by PRINCIPAL at the time of contract award and final bond request

Reserving the surety's right to practice normal underwriting functions, we are prepared to have them issue bonds covering parameters referenced above and in accordance with the Town of Weddington, NC RFP for Solid Waste Services, furnish a performance bond as security for the faithful performance of the contract, in an amount equal to one hundred percent (100%) of the annual contract sum.

Sompo International's subsidiary companies include Endurance American Insurance Company, Endurance Assurance Corporation and Lexon Insurance Company, all of which are members of the United States Department of the Treasury Circular 570 list of approved sureties and maintain A+ (Superior) A.M. Best & Co. ratings with combined XV (\$2 billion or greater) financial size category.

Sompo International and its subsidiaries assume no liability if for any reason we do not execute any requested bonds. If you have any questions regarding this account, please do not hesitate to contact us.

Sincerely,



Lisa A. Pless
Attorney-in-Fact

**Sompo International
12890 Lebanon Rd
Mt. Juliet, TN 37122
(615) 553-9587**



KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Lisa A. Pless, Chaun M. Wilson as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above 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 signature or 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, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: Richard M Appel, SVP & Senior Counsel



Endurance American Insurance Company

By: Richard Appel, SVP & Senior Counsel



Lexon Insurance Company

By: Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company

By: Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of April, 2021

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
FINANCIAL STATEMENT SUMMARY - STATUTORY BASIS

As of December 31, 2020

ASSETS:	
Bonds	\$ 2,157,544,757
Stocks	\$ 1,621,290,435
Other Invested Assets	\$ 118,574,006
Cash and Cash Equivalents	\$ 345,153,160
Receivable for Securities	\$ 7,175,643
Total Cash and Invested Assets	\$ 4,249,738,000
Agents' Balances or Uncollected Premiums	\$ 721,677,754
Reinsurance Recoverable on Loss and Loss Adjustment Expense Payments	\$ 61,486,657
Funds Held By or Deposited With Reinsurance Companies	\$ 10,857,763
Federal & Foreign Income Tax Recoverable & Interest Thereon	\$ -
Net Deferred Tax Assets	\$ 60,206,396
Receivables From Parent, Subsidiaries & Affiliates	\$ 5,938,967
Aggregate Write-Ins for Other Than Invested Assets	\$ 13,008,369
Investment Income Due and Accrued	\$ 12,757,244
Total Admitted Assets	\$ 5,135,671,150
LIABILITIES:	
Losses	\$ 1,447,946,516
Loss Adjustment Expenses	\$ 143,637,396
Reinsurance Payable on Paid Loss and Loss Adjustment Expenses	\$ 45,439,533
Taxes Licenses and Fees	\$ 7,837,697
Current Federal & Foreign Income Taxes	\$ 9,117,279
Unearned Premiums	\$ 1,023,124,284
Ceded Reinsurance Premiums Payable	\$ 113,211,464
Commissions Payable, Contingent Commissions and Similar Items	\$ 9,769,054
Amounts Withheld or Retained by Company for Account of Others	\$ 128,135,326
Other Expenses Payable	\$ 34,798,384
Payable to Parents, Subsidiaries and Affiliates	\$ 58,648,996
Payable for Securities	\$ 8,613,627
Provision for Reinsurance	\$ 18,312,751
Other Liabilities	\$ 42,078,886
Total Liabilities	\$ 3,090,671,193
CAPITAL AND SURPLUS:	
Special Surplus Funds - Retroactive Reinsurance Gain	\$ 1,328,606
Common Capital Stock	\$ 5,000,000
Gross Paid In and Contributed Surplus	\$ 2,159,282,258
Unassigned Funds (Surplus)	\$ (120,610,907)
Total Capital and Surplus	\$ 2,044,999,957
Total Liabilities and Capital and Surplus	\$ 5,135,671,150

I, Entela Hana, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2020 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd Floor; Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York:

Entela Hana

Entela Hana, Treasurer

Subscribed and sworn to before me this 3rd day of March, 2021:

Notary Public & Seal
Fiona McNamara

Notary Public, State of New York
 Qualified in Rockland County
 No. 01MC5081895
 My commission expires July 14, 2021

FORM 5

Proposal Contact

a) **Company:** Waste Pro USA
Home office address: 2101 West State Road 434 suite 305
City: Longwood State: FL Zip: 32779

Local office address (if any): 1902 Valley Parkway
City: Monroe State: NC Zip: 28110

b) Contact person for this Proposal:

Name: Bob Wolk Phone: 386-547-2350
Title: Region Marketing Director Fax: 678-240-4250
Address: 3512 OakCliff Road E-Mail: rwolk@wasteprousa.com
City: Doraville State: GA Zip: 30340

c) Partners and major subcontracting companies

Company: N/A
Owner: _____ Phone: _____
Role in contract: _____

Company: N/A
Owner: _____ Phone: _____
Role in contract: _____

Company: N/A
Owner: _____ Phone: _____
Role in contract: _____

Company: N/A
Owner: _____ Phone: _____
Role in contract: _____

Company: N/A
Owner: _____ Phone: _____
Role in contract: _____

Company: N/A
Owner: _____ Phone: _____
Role in contract: _____

Principal Staff

a) Proposer

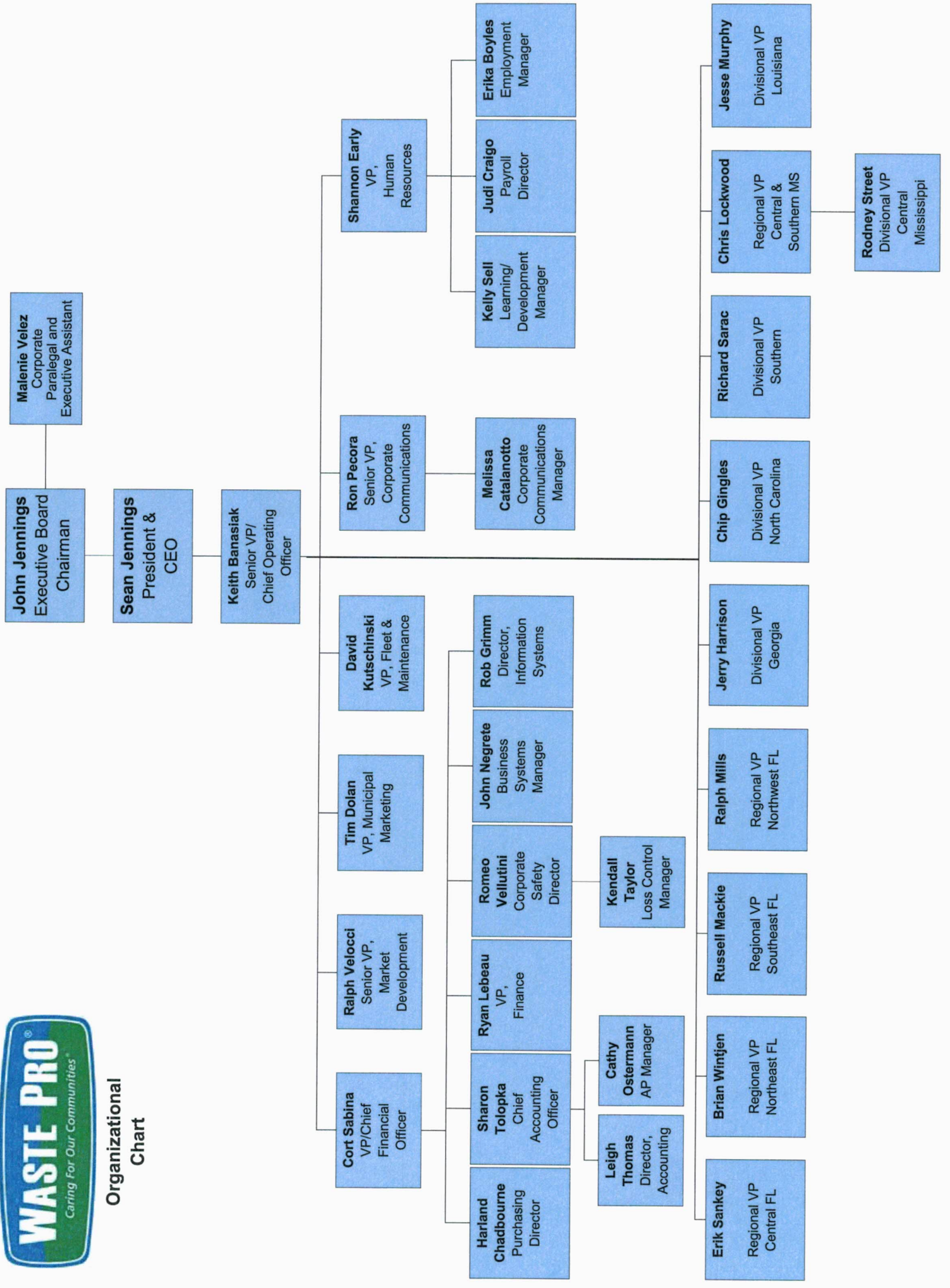
Principal Officers	Title
<u>Sean M. Jennings</u>	<u>President & CEO</u>
<u>Keith Banasiak</u>	<u>Chief Operating Officer</u>
<u>Chip Gingles</u>	<u>Division Vice President</u>
<u>Jennifer Herring</u>	<u>Director of Government Relations</u>

Please attach an organization chart or other means of explaining the interrelationships between the contractor, sub-contractors and team members.

Please see attached Org Charts



Organizational Chart



Form 6

Service Costs

BASE BID

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

**WEEKLY CURBSIDE RESIDENTIAL FOR
ONE (1) 96GL ROLLOUT HOUSEHOLD TRASH
PER UNIT PRICE PER MONTH**

Column 1*		Column 2*		Column 3*	
TOWN OF WEDDINGTON		VILLAGE OF MARVIN		COMBINED	
				Marvin	Weddington
2021-2022	\$ 10.36	2021-2022	\$ 16.58	2021-2022 \$ 10.17	\$ 10.17

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

The base bid includes services to the facilities of each of the Municipalities and events described in the RFP.

In addition, the base bid includes hourly rates designated by the Proposer for storm debris removal, please provide hourly rate below:

Flat Hourly Fee for Storm Debris Removal for 2021-2022 (excluding tipping costs): \$175.00

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 7

OPTION #1

CONTAINERIZED WEEKLY RECYCLING

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

<u>WEEKLY RESIDENTIAL FOR ONE (1) 96GL ROLLOUT RECYCLING PER UNIT PRICE PER MONTH</u>						
Column 1*		Column 2*		Column 3*		
TOWN OF WEDDINGTON		VILLAGE OF MARVIN		COMBINED		
				Marvin		Weddington
2021-2022	\$ 8.46	2022-2023	\$ 14.71	2022-2023	\$ 7.62	\$ 7.62

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 8

OPTION #2

CONTAINERIZED BI-WEEKLY RECYCLING

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc. _____

<u>BI-WEEKLY RESIDENTIAL FOR ONE (1) 96GL ROLLOUT RECYCLING PER UNIT PRICE PER MONTH</u>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$ 6.26	2021- 2022	\$ 9.54	2021- 2022	\$ 5.87	\$ 5.87

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 9

OPTION #3

BI-WEEKLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

BI-WEEKLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION PER UNIT PRICE PER MONTH						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021- 2022	\$ 3.59	2021- 2022	\$ 3.37	2021- 2022	\$ 3.48	\$ 3.48

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

In addition, this option includes hourly rates designated by the Proposer for code enforcement removal, please provide hourly rate below:

Flat Hourly Fee for Municipal Code Removal for 2021-2022 (excluding tipping costs): \$175.00

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

Form 10

OPTION #4

MONTHLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

<u>MONTHLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION PER UNIT PRICE PER MONTH</u>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021-2022	\$ 2.49	2021-2022	\$ 3.04	2021-2022	\$ 2.39	\$ 2.39

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

In addition, this option includes hourly rates designated by the Proposer for code enforcement removal, please provide hourly rate below:

Flat Hourly Fee for Municipal Code Removal for 2021-2022 (excluding tipping costs): \$175.00

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

Form 11

OPTION #5

TWICE PER YEAR SEASONAL CURBSIDE RESIDENTIAL BULK ITEM COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

TWICE PER YEAR SEASONAL CURBSIDE RESIDENTIAL BULK ITEM COLLECTION PER UNIT PRICE PER MONTH						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin	Weddington	
2021-2022	\$ 2.74	2021-2022	\$ 3.27	2021-2022	\$ 2.56	\$ 2.56

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

In addition, this option includes hourly rates designated by the Proposer for code enforcement removal, please provide hourly rate below:

Flat Hourly Fee for Municipal Code Removal for 2021-2022 (excluding tipping costs): \$175.00

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

**Form 12
OPTION #6**

CONTAINERIZED/BAGGED YARD WASTE

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

WEEKLY CURBSIDE RESIDENTIAL CONTAINERIZED/BAGGED YARD WASTE PER UNIT PRICE PER MONTH						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$ 6.07	2021- 2022	\$ 10.29	2021- 2022	\$ 4.93	\$ 4.93

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 13

OPTION #7

SEASONAL HOUSEHOLD PAINT/MOTOR OIL WASTE EVENT (MARVIN ONLY)

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

Time of Year Suggested for Service: Early Spring (March)

ANNUAL (MARVIN ONLY) SEASONAL HOUSEHOLD PAINT/MOTOR OIL WASTE EVENT <u>PER UNIT PRICE PER YEAR</u>			
Column 1* TOWN OF WEDDINGTON	Column 2* VILLAGE OF MARVIN		Column 3* COMBINED
			Marvin Weddington
	2021- 2022	\$ 1.27	

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Assumes all units participate

Form 14

OPTION #8

SEASONAL CHRISTMAS TREE COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

<u>ANNUAL COST OF SEASONAL CHRISTMAS TREE COLLECTION FOR RESIDENTIAL UNITS PER UNIT PRICE PER YEAR</u> (if awarded separate from "Yard Waste" Optional)						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021-2022	\$ 3.48	2021-2022	\$ 4.80	2021-2022	\$ 3.24	\$ 3.24

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

Assumes all units participate

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may be a separate service invoiced and collected by Contractor from the individual Residents.

Form 15

OPTION #9

SEASONAL CURBSIDE ELECTRONICS COLLECTION EVENT

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

Time of Year Suggested for Service: Mid Spring (April)

ANNUAL SEASONAL CURBSIDE ELECTRONICS COLLECTION EVENT <u>PER UNIT PRICE PER YEAR</u>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021- 2022	\$ 4.32	2021- 2022	\$ 4.80	2021- 2022	\$ 4.08	\$ 4.08

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 16

OPTION #10

SEASONAL CURBSIDE WHITE GOODS COLLECTION EVENT

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

Time of Year Suggested for Service: Early Spring (March)

ANNUAL SEASONAL CURBSIDE WHITE GOODS COLLECTION EVENT PER UNIT PRICE PER YEAR						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin	Weddington	
2021- 2022	\$ 3.12	2021- 2022	\$ 3.84	2021- 2022	\$ 3.00	\$ 3.00

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

Form 17

OPTION #11

MUNICIPAL SPECIFIC LOGOS ON TRUCKS

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

MUNICIPAL SPECIFIC LOGOS ON TRUCKS						
<u>PER TRUCK PRICE</u>						
Column 1*		Column 2*		Column 3*		
TOWN OF WEDDINGTON		VILLAGE OF MARVIN		COMBINED		
					Marvin	Weddington
2021-2022	\$ 809.00	2021-2022	\$ 809.00	2021-2022	\$ 809.00	\$ 809.00

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

The Municipality reserves the right to select the placement of the Municipalities name and logo on the trucks. The Municipality also reserves the right to use the payload area of one truck for installation of messaging graphics for community announcements (see representative photo to the right for approx. size and location). Once per year, the costs for installation and removal of the messaging graphics on one truck will be paid by Contractor, with this particular truck being rotated to each route at the direction of the Municipality in order to display the announcements throughout the Municipality

Form 18

OPTION #12

MUNICIPAL SPECIFIC LOGOS ON TRASH AND RECYCLING CANS

COST / FEE PROPOSAL FORM

Proposers Name: Waste Pro of NC Inc.

MUNICIPAL SPECIFIC LOGOS ON TRASH AND RECYCLING CANS <u>PER UNIT PRICE</u>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021- 2022	\$ 2.05	2021- 2022	\$ 2.25	2021- 2022	\$ 2.15	\$ 2.15

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

SUPPLEMENTAL INFORMATION

a. Executive Summary

b. Background & Past Performance

i. Proposer & Surety Commitment

ii. Qualifications & Resumes of Key Personnel

iii. Key Employees

iv. Litigation History

v. Financial Strength Statement

vi. Operational Experience

vii. Environmental Performance

viii. Price Modifications

c. Operations:

i. Collection Services

ii. Collection Staff Training

iii. Collection Facilities

iv. Customer Service



Firm Background and Experience



WASTE PRO USA, INC. (Waste Pro) is headquartered in Longwood, Florida and is managed by the southeastern United States' most experienced team of Waste Professionals. Waste Pro has grown to become one of this country's largest privately-owned waste collection, recycling and disposal companies with revenues exceeding \$700 million and a team of more than 3,700 professionals.

Founded in 2001 by industry legend John J. Jennings, Waste Pro became known as a "people" company from the beginning because our employees and our customers worked hand-in-hand to create a "Distinguishable Difference" in the waste industry. John Jennings, the son of a garbageman on Long Island, started his first waste collection company in 1973, with no thought of how large the company could become – he knew only that his customers paid for a service and he wanted to provide the best service he could. He wanted to distinguish himself from the competition. And he did! Business began to grow and expand in residential and commercial waste services in Central Florida. By 1992, Jennings Environmental Services had rapidly expanded through organic growth and acquisitions.

John Jennings met John Drury, then a Regional Vice President for BFI, in 1979. John Drury later became President of BFI and subsequently Chairman and CEO of USA Waste Services, Inc. (USA). As both companies grew, a professional friendship developed between the two men leading to a transaction in 1996 in which Jennings Environmental Services became the first-tier subsidiary of USA under the leadership of John Jennings in Florida and the Caribbean. Jennings Environmental Services and USA grew rapidly and, in fact, acquired Waste Management, Inc. in July of 1998. Because Waste Management dwarfed USA in size, the board of directors elected to change the USA name to Waste Management.

The Jennings Team was, and remains today, comprised of individuals who prefer day-to-day contact with both our employees and our customers. Our philosophy is drastically different than the corporate bureaucratic makeup of the big national companies. Our preference to deal with local vendors was deemed unacceptable. Our personal touch with our employees and their families was thought to be old-fashioned.

Waste Pro Today

From over 75 operating locations in eleven Southeastern states, Waste Pro today is managed by a highly experienced team of Regional Vice Presidents, Division Managers and support staff. Headquartered in Longwood, FL, a highly experienced senior management team is focused on one function: support the regions in administration, marketing and operations. In 2018, Sean Jennings, son of our founder, was named President and serves as our Chief Operating Officer.

The more than 2,900 heavy trucks (including many powered by Compressed Natural Gas) that are in service are built for longevity and safety. They also provide a safe, productive, and comfortable work base for our employees. The trucks are kept clean and have a striking environmentally themed color scheme with customized signage to represent local themes in each community. The trucks are equipped with 360-degree closed circuit television and audio for safety purposes.



Chairman- John Jennings, President & CEO Sean Jennings:

Waste Pro Corporate: 2101 W. SR424 Suite 315 Longwood, FL 32779
407-869-8800

Waste Pro of Ga Inc.: 4785 Fulton Ind. Blvd SW Atlanta Ga 30336
770-777-1447

Waste Pro has been in business since 2001. We offer Residential, Commercial & Industrial waste collection services. We have received and examined the RFP along with any addendums. Our proposal is in all respects fair and in good faith without collusion or fraud. We are prepared to begin the work requested.



BACKGROUND & PAST PERFORMANCE

WASTE PRO

Leading Waste Solutions

Background & Past Performance Information

Proposer & Surety Commitment Forms

Forms 2 Proposer Commitment, Form 3 Surety Intent & Form 4 Bid Bond Acknowledgement can all be found in Section 1 of this proposal.

Qualifications & Resumes of Key Personnel

John J. Jennings – Chairman & CEO

John J. Jennings is the founder and visionary behind Waste Pro’s mission to create more sustainable, cost-effective waste and recycling solutions. As Chairman of the Board and Chief Executive Officer, he has transformed Waste Pro into one of the fastest growing solid waste companies in the United States, receiving national recognition for his strategic direction and development of innovative initiatives.



Prior to launching Waste Pro USA, Inc. in 2001, Jennings had an established reputation as a prominent leader in the recycling and waste disposal industry. From 1992 to 1995, Jennings served as chief executive officer of Jennings Environmental Services, the largest, privately-owned waste disposal company in Central Florida. Upon merging with USA Waste Services, Inc. in 1996, Jennings Environmental Services became a subsidiary and Jennings was named Regional Vice President for the Florida and Caribbean division. Commanding a management team composed of many of Waste Pro’s current leaders, Jennings oversaw more than 160 municipal contracts that served 1.8 million residencies and 20,000 commercial enterprises.

Today, Waste Pro provides unparalleled collection and processing services from more than 75 local and regional operating facilities in Florida, Georgia, North and South Carolina, Alabama, Mississippi, Louisiana, Arkansas, and Tennessee. By adhering to the Jennings’ Philosophy—a customer-centric approach that maintains the highest level of service and operational capacity—Waste Pro has grown into one of the largest, full-service, vertically integrated waste management companies. In 2019 our revenue exceeded \$727 million, our staff consisted of 3,800 highly skilled professionals, and our mobile fleet contained over 2,900 heavy trucks. Yet, our success is not merely reflected in numbers. Under the direction of Jennings, Waste Pro has earned recognition as an environmentally-friendly, industry-leading company dedicated to protecting local, regional, and global ecosystems. Jennings serves on industry regulatory panels, government committees, and has been a featured speaker on environmental issues and policies at both the national and international level. In 2011, he was unanimously elected to the National Solid Waste



Management Association Hall of Fame, became a finalist for the Ernest & Young Entrepreneur of the Year Award, and was the honorary keynote speaker of the 2011 Executive Roundtable for America's Solid Waste Leaders.

Although Jennings' vision and insight has landed Waste Pro on a national stage, it is his loyalty to his humble beginnings and core values that has made Waste Pro the company of customer-choice. His father, Michael Jennings, was an Irish immigrant who worked as a garbage man in Long Island. Putting in long hours each day, Michael Jennings taught his son the importance of a diligent work ethic, telling him that the quality of work you deliver is the reflection of who you are as a person. Jennings attended Holy Cross High School in Queens, New York, where he was later elected to the school's Hall of Fame for his Waste Pro accomplishments. He went on to earn his Bachelor of Science degree in Management and an MBA in Finance from St. John's University, in addition to the Chartered Investment Analysis degree from New York Institute of Finance. Early in his career, Jennings developed astute business savvy by working as a trader/analyst on the New York Stock Exchange.

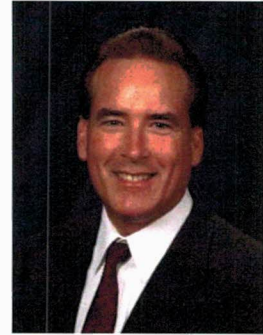
Sean Jennings – President

Sean Jennings, son of Waste Pro Founder/Chairman/CEO John Jennings, has been exposed to every facet of the waste and recycling business throughout his life and more formally since joining the industry officially in 2012. Sean is a third-generation garbage man and native Floridian from Longwood. He previously served as the Division Manager of Waste Pro's Sarasota-Bradenton Regional Operations and Recycling Facility. In addition, he is as a Corporate Officer of Waste Pro USA, Inc. Following graduation from the University of Alabama, where he majored in economics and finance, Sean spent a year working in collection and landfill disposal in Costa Rica. Upon his return to the States, he spent a year in operations and landfill construction in Georgia and Mississippi. In 2014, Sean became the Division Manager for the Tampa-Clearwater area and then assumed management of the Bradenton-Sarasota Division in 2016, building CNG and recycling facilities to meet the needs of Manatee County's seven-year contract extension. In addition to his role as President, Sean serves on numerous community boards. In 2018, he was honored with *Waste360's* 40 Under 40 Award. Sean was also a member of Waste Pro's inaugural Leaders Initiative class. Sean currently resides in Sarasota, FL.



Cort Sabina - Chief Financial Officer

Cort Sabina has 29 years of in-depth accounting and financial management experience. At Waste Pro, he has served as Corporate Controller, Vice President and Chief Accounting Officer and is presently Vice President and Chief Financial Officer. Cort was elected to the Waste Pro board of directors in March 2015. Cort's experience began with one of the Nation's largest Taft-Hartley Health and Welfare and Pension Funds, Central States Southeast and Southwest areas Health and Welfare and Pension Funds in Chicago. During his 10 years with Central States, he held a variety of positions including Staff Auditor and Audit Manager. Widening his accounting skills in public accounting, he joined the "big four" firm Ernst & Young in Chicago, IL. He followed that role as Division Controller with Allied Waste in the Chicago market.



In 2000, Cort moved to Florida to join Florida Recycling Services (FRS). Following an acquisition by Waste Services (Progressive Waste), Cort continued with the company as a District/Regional Controller. Cort joined the management team of Waste Pro USA as Corporate Controller in July 2006. Cort is a member of the Rollins College Financial Leadership Network (FLN) as part of the CFO Council. Cort is also an Advisory Board Member of the FICFO (Florida Institute of CFO's) and an Advisory Board Member for Blackstone Global Insurance.

Tim Dolan – Vice President of Municipal Marketing

Tim Dolan is the Vice President of Municipal Marketing for Waste Pro. A graduate of North Carolina State with a bachelor's degree in History, Tim oversees the municipal marketing process companywide. He works closely with the Regional Vice Presidents and the municipal marketing team who build relationships with city and county leaders across Waste Pro's eleven-state footprint to secure new and renewed business. Tim began his career in the waste industry working summers at just 15 years old. He has been with Waste Pro for nearly 20 years, first as a Division Manager in Orlando, one of the region's largest divisions. He was promoted to Central Florida Regional Vice President in 2006 and in his time in that role, led one of Waste Pro's most successful regions by building meaningful and lasting relationships with local city, county, and municipal governments.



Major contracts led by Dolan include Daytona Beach, Lake Mary, Longwood, Cape Canaveral, Sanford, Seminole County, Winter Park, Maitland, and most recently, Oviedo. In addition to his participation in numerous community organizations and events, Tim serves on the Board of Community Leaders and Elected Officials as well as Florida Citrus Sports.

Chip Gingles – Divisional Vice President

Chip Gingles has nearly 20 years of experience in the Waste Industry. Chip began his career working for Republic Services in 1998, fulfilling various positions including General Manager. In addition, he was a consultant to several companies looking to improve technology and operational efficiency. Chip's work has earned him several performance awards for exceeding both financial and operational metrics.



Chip joined Waste Pro in 2015 as Division Manager of the Asheville facility. In 2017, Chip assumed the role of Solid Waste Manager for Buncombe County and returned to Waste Pro in 2018 as Divisional Vice President of North Carolina in Charlotte. He supervises 195 employees who operate 150 trucks, servicing more than 105,000 residential customers and approximately 5,000 commercial customers across the State.

Jennifer Herring – Director of Government Relations & Community Affairs, North Carolina

Jennifer Herring has more than a decade of managerial experience. She began her career in 2003 as a Route and Safety Manager for a national solid waste company. Then, in 2008, she joined Aramark Uniform Services as a District Manager, a position which she held for three years.



Jennifer joined Waste Pro as Operations Manager in 2011. She was promoted to Division Manager in 2014, first at Waste Pro's Concord Division then the South Charlotte Division in 2018. In South Charlotte, she managed more than 50 employees operating 35 trucks each day, servicing approximately 32,000 residential customers and 1,500 commercial customers in Monroe, Belmont, Bessemer Town, Village of Lake Park, Marshville, and Fort Mill, SC.

In 2019, Jennifer joined Waste Pro's municipal marketing team as Director of Government Relations and Community Affairs for North Carolina. In this role, she forms and maintains close relationships with Town and county leaders to address their needs and the needs of their residents in regard to waste and recycling collection. She is also involved in searching for opportunities to expand, community outreach, interacting with customers, and more.

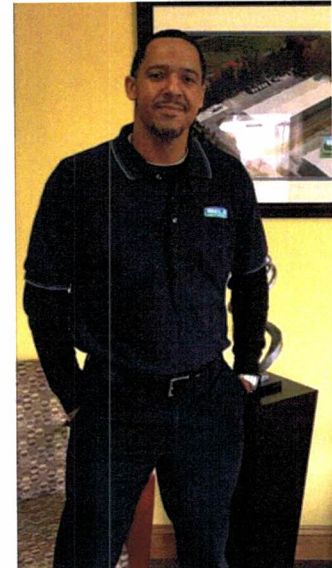
In 2015, Jennifer was selected to sit on an advisory panel at Waste Expo in Las Vegas, where she spoke to an audience of nearly 100 industry leaders about the challenges of frontline management. Additionally, Jennifer was a member of the inaugural class of Waste Pro's Leadership Initiative, a mentorship program designed to develop a vibrant second generation of future leaders. Throughout her time as part of the Waste Pro team, she has been instrumental in expanding the Charlotte customer base and developing relationships with key local officials and members of the business community.

Vincent Crisp – Assistant Division Manager, Concord, NC

Originally from Burlington, North Carolina, Vincent Crisp has nearly two decades of experience in the waste industry. Vince served our country in the United States Navy, and during his time there, participated in the recovery of wreckage from TWA Flight 800, a plane that exploded and crashed into the Atlantic Ocean in 1996.

Vince also served in Operation Desert Shield before being Honorably Discharged from the Navy Second Class Petty Officer. From there, he began his career with a large nationwide solid waste company as a residential helper. His Division Manager noticed his work ethic and promoted him to a driver role.

Since then, Vince has worked in six major cities and has held several different management positions through promotions. He is the Assistant Division Manager of the Concord, North Carolina Division, where he oversees 8 municipal contracts and the daily operations, customer service, incident investigations, and more.

**Nicole Reed – Office Manager, Concord, NC**

Nicole Reed is a skilled and respected office, human resources, and retail professional with a twenty-one-year track record in customer service and office administration leadership. Ten of those years being in the Waste Industry. She holds a bachelor's degree in Business Administration from the University of Southern Mississippi as well as a HR Certificate from American Public University.



Nicole began working for Waste Pro in 2011 in our Hilton Head, SC division as Inside Sales Coordinator and quickly advanced to Office Manager one year later. Nicole's responsibilities include, but are not limited to, Accounts Receivable, Billing, HR functions of recruiting, employee relations and employee retention. Throughout Nicole's career she has been entrusted with the training and development of leadership teams. At Waste Pro, this includes the Office Manager team across the Region. Within her role as Office Manager, Nicole is responsible for billing over \$1.5 million dollars in residential revenue per month.

Key Employees Form 5

Please find Form 5 in Section 1 of this proposal.



Litigation History

Litigation & Civil Action: Waste Pro of NC, Inc. has had no litigation nor civil action within the past five years involving any company, partner, holding company, or subsidiary in this venture, or any corporate officer, including litigation: arising out of performance of a solid waste or recycling collection contract; arising from or connected with violation of state or federal anti-trust laws; or arising from or connected with allegation of corrupt practices.

Bond Claims: Waste Pro of NC, Inc. has had no losses of service contracts, bid bond claims or performance bond claims.

Liquidated Damages: Waste Pro received liquidated damage costs related to solid waste Services involving ten thousand dollars (\$10,000) or more per contract year in the cities of Concord NC & Charlotte NC.

Operational Experience

Name: City of Monroe **Contract Start Date:** 10/1/2012
Contact: Laurie Purcell, Solid Waste Coordinator
Address: 300 West Crowell, Monroe, NC 28112
Phone: 704-282-4565 **Email:** lpurcell@monroenc.org
Services: Weekly Solid Waste, Bi-Weekly Recycling, Biweekly Yard Waste & Bi-Weekly Bulk.
Annual Tons: MSW-13,416 RECYCLE-2,404 YARD WASTE- 1,697
Number of Units: 10,436 **Yearly fee** \$1,667,952.00.
Ave Daily Complaints: 1.74 per day **No unresolved claims or disputes.**

Name: Town of Harrisburg **Contract Start Date:** 11/1/2017
Contact: Lee Connor Jr. Finance Director
Address: 4100 Main Street, Suite 101, Harrisburg, NC 28075
Phone: 704-455-5614 **Email:** lconnor@harrisburgnc.org
Services: Weekly Solid Waste, Bi-Weekly Recycling, Weekly Bulk Waste and E-Waste.
Annual Tons: MSW-6,967 RECYCLE-576
Number of Units: 5,900 **Yearly fee** \$900,000.
Ave Daily Complaints: .39 per day **No unresolved claims or disputes.**

Name: City of Concord **Contract Start Date:** 07/1/2011
Contact: Robin Barham, Director
Address: 850 Warren C. Coleman Blvd., NC 28025
Phone: 704-920-5351 **Email:** barhamr@concordnc.gov
Services: Weekly Solid Waste, Bi-Weekly Recycling, Weekly Bulk Waste and E-Waste Recycling.
Annual Tons: MSW-36,267 RECYCLE-5,894
Number of Units: 33,879 **Yearly fee** \$2,400,000.00.
Ave Daily Complaints: 4.5 per day **No unresolved claims or disputes.**



Name: **Town of Cornelius** Contract Start Date: 7/1/2020
Contact: Tyler Beardsley, Assistant Town Manager
Address: 21445 Catawba Ave, Cornelius, NC 28031
Phone: 704-746-4962 Email: tbeardsley@cornelius.org
Services Provided: Weekly Solid Waste, Bi-Weekly Recycling, & Weekly Yard Waste
Annual Tons: MSW- 5,841 RECYCLE- 1,015 YARD WASTE- 964
Number of Units: 9,800 Yearly fee \$2,160,000.
Ave Daily Complaints: 6.69 No unresolved claims or disputes.

Additional references available upon request

Environmental Performance

Complaints or Violations: Waste Pro has not had any regulatory complaints or violations related to our solid waste operations within the last five years.

Environmental Stewardship:



Waste Pro is committed to help maintain a healthy environment. Recycling helps to keep disposal costs down while preserving our natural resources. Waste Pro welcomes a new relationship with providing residential curbside recycling services to the residents.

Education of Residents:

Waste Pro has several programs and practices to encourage recycling for both commercial and residential users. We believe that to increase recycling one must do three things: teach, provide constant daily reminders, and lead by example. As each market is unique, we have provided samples of marketing materials that can be tailored to address the specific concerns and service requirements of your Town.



Educational Programs for Schools:



Waste Pro can work with local schools to assist in the encouragement and education of recycling. Coloring books and other educational materials can be provided to area schools on a periodic basis and provide recycling trucks and speakers for demonstrations. Our experienced marketing team has created coloring books that cater to the younger students and a curriculum program for

middle school aged children.

‘Waste Pro Man’ is available to attend school presentations, special events and sporting events to promote recycling. Waste Pro man has been very effective as a unique eye-catching symbol pushing a recycling cart.



Methods used by Waste Pro to encourage recycling include:

- School presentations
- Special event creative recycling containers for use in the field
- “Waste Pro Man” at sports events, other special events and schools

We have made it a priority to invest in our local communities and be heavily involved the development of our children and community.

Price Modifications

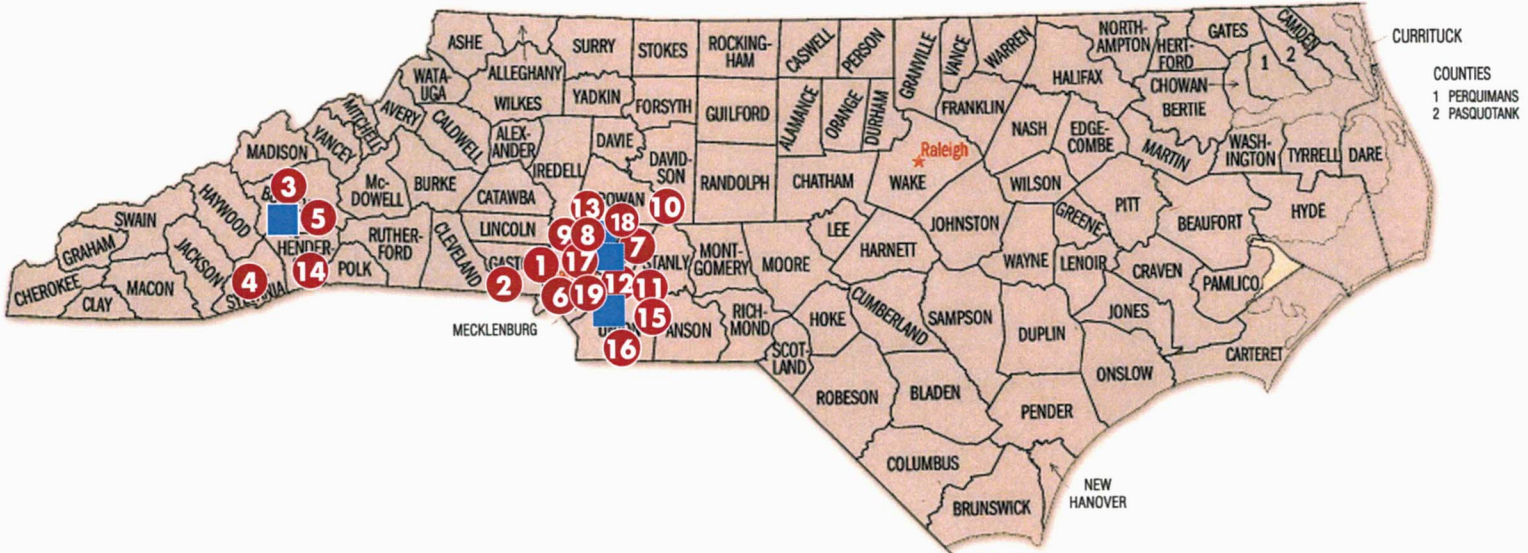
Waste Pro typically uses a CPI calculation like the language provided here:

“rates charged by Waste Pro may be adjusted to reflect changes in the Consumer Price Index (CPI) during the preceding twelve (12) months. For the purposes of this Contract, CPI shall mean the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U. S. Department of Labor, Bureau of Labor Statistics. No such increase shall exceed ninety percent (100%) of said CPI change, with the determination to be based on the change in the annual CPI figure Water and Sewer and Trash Collection Services (CUSR0000SEHG) released in April of the year in which the calculation is being made”

This has been applied to our pricing models across all contracts over the last (5) years and each year has fluctuated with the CPI data reported by the US Dept. of Labor.



OF NORTH CAROLINA INC.



- Hauling Companies
- Municipal Contracts

1. Belmont
2. Bessemer City
3. Biltmore Forest
4. Brevard
5. Buncombe County
6. Charlotte
7. Concord
8. Cornelius
9. Davidson
10. Denton
11. Harrisburg
12. Lake Park
13. Landis
14. Laurel Park
15. Marshville
16. Monroe
17. Mount Holly
18. Mount Pleasant
19. Pineville

WASTE PRO OF NORTH CAROLINA, INC.

185 Manor Rd SW, Concord, NC 28025
980.255.3800, Fax: 980.255.3800



2101 West SR 434 | Suite 301 | Longwood, FL 32779

T (407) 869-8800

F (407) 869-8884

April 29, 2021

Christina Amos
Village Manager
Village of Marvin
10004 New Town Road
Marvin, NC 28173

RE: Village of Marvin and Town of Weddington Solid Waste Services Request for Proposals

Dear Ms. Amos,

Waste Pro USA, Inc. is a financially stable company that has assets in excess of \$613 million and generated over \$83 million in cash flow from operations in 2020. We have operated profitably since 2006 are profitable thus far in 2021. We have approximately \$122 million of borrowing availability through our \$215 million revolving ABL credit facility, led by Wells Fargo. All of our debts are paid currently and I see no circumstances that would change that situation.

I can assure you that we have the necessary financial resources to honor all requirements of the Village of Marvin and Town of Weddington. We are not currently nor have we ever been involved in any bankruptcy proceedings. Should you have any questions regarding these matters, please feel free to contact me.

Sincerely,

Cort Sabina
Vice President & Chief Financial Officer
Waste Pro USA, Inc.





WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTAL SCHEDULES

WITH INDEPENDENT AUDITOR'S REPORT

December 31, 2020 and 2019

VESTAL & WILER
CERTIFIED PUBLIC ACCOUNTANTS

WASTE PRO USA, INC. AND SUBSIDIARIES

TABLE OF CONTENTS

	<i>Page</i>
INDEPENDENT AUDITOR'S REPORT	1
CONSOLIDATED BALANCE SHEETS	2
CONSOLIDATED STATEMENTS OF OPERATIONS	4
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT	5
CONSOLIDATED STATEMENTS OF CASH FLOWS	6
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	8
<u>SUPPLEMENTAL SCHEDULES:</u>	
INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTAL SCHEDULES	22
SCHEDULE OF CONSOLIDATED OPERATING EXPENSES	23
SCHEDULE OF CONSOLIDATED GENERAL AND ADMINISTRATIVE EXPENSES	24



INDEPENDENT AUDITOR'S REPORT

Waste Pro USA, Inc. and Subsidiaries
Longwood, Florida

We have audited the accompanying consolidated financial statements of Waste Pro USA, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of operations, changes in stockholders' deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waste Pro USA, Inc. and Subsidiaries as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

March 24, 2021


Certified Public Accountants

WASTE PRO USA, INC. AND SUBSIDIARIES**CONSOLIDATED BALANCE SHEETS**

December 31, 2020 and 2019

ASSETS

	<u>2020</u>	<u>2019</u>
CURRENT ASSETS:		
Cash	\$ 5,135,362	\$ 3,038,922
Accounts receivable - net	79,987,792	74,453,993
Prepaid expenses and other current assets	12,806,197	11,910,697
Income taxes receivable	150	23,708
	<u>97,929,501</u>	<u>89,427,320</u>
TOTAL CURRENT ASSETS		
	<u>97,929,501</u>	<u>89,427,320</u>
PROPERTY AND EQUIPMENT:		
Vehicles	590,946,065	534,757,538
Containers	246,823,977	224,686,264
Equipment	43,640,707	39,557,072
Land and buildings	127,900,569	119,483,257
Leasehold improvements	29,163,828	26,863,649
Furniture and fixtures	17,737,524	15,782,268
Construction in process	14,010,055	21,268,887
	<u>1,070,222,725</u>	<u>982,398,935</u>
Less: accumulated depreciation and amortization	<u>606,757,017</u>	<u>545,487,231</u>
	<u>463,465,708</u>	<u>436,911,704</u>
PROPERTY AND EQUIPMENT - Net		
	<u>463,465,708</u>	<u>436,911,704</u>
OTHER ASSETS:		
Restricted cash	3,112,707	2,851,283
Cash surrender value of life insurance policies	584,033	268,784
Goodwill	31,818,117	31,356,207
Deferred tax asset - net	8,577,000	6,900,000
Deferred contract costs - net	5,299,944	4,857,252
Other assets - net	3,066,591	1,187,986
	<u>52,458,392</u>	<u>47,421,512</u>
TOTAL OTHER ASSETS		
	<u>52,458,392</u>	<u>47,421,512</u>
	<u>\$ 613,853,601</u>	<u>\$ 573,760,536</u>

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2020 and 2019

LIABILITIES AND STOCKHOLDERS' DEFICIT

	<u>2020</u>	<u>2019</u>
CURRENT LIABILITIES:		
Current maturities of long-term debt	\$ 10,192,343	\$ 9,663,526
Accounts payable	27,572,366	24,082,413
Accrued liabilities	53,874,885	50,728,190
Deferred revenue	25,258,083	20,812,340
	<u>116,897,677</u>	<u>105,286,469</u>
Line of credit	72,957,902	29,980,855
Accrued capping, closure and post-closure costs	23,186,261	22,336,669
Long-term debt	617,895,591	627,269,883
Deferred compensation	584,033	268,784
	<u>831,521,464</u>	<u>785,142,660</u>
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' DEFICIT:		
Additional paid-in capital	7,240,927	8,153,805
Accumulated deficit	<u>(224,908,790)</u>	<u>(219,535,929)</u>
	<u>(217,667,863)</u>	<u>(211,382,124)</u>
	<u>\$ 613,853,601</u>	<u>\$ 573,760,536</u>

WASTE PRO USA, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENTS OF OPERATIONS**

For the Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
REVENUES - Net	\$ 713,060,988	\$ 695,688,000
COSTS AND EXPENSES:		
Operating	533,091,597	521,590,608
General and administrative	60,521,149	62,351,015
Depreciation and amortization - property and equipment	83,658,087	79,693,644
Loss from impairments and disposals of assets - net	<u>1,783,093</u>	<u>2,166,195</u>
TOTAL COSTS AND EXPENSES	<u>679,053,926</u>	<u>665,801,462</u>
INCOME FROM OPERATIONS	<u>34,007,062</u>	<u>29,886,538</u>
OTHER INCOME (EXPENSE):		
Other income - net	36,268	60,937
Interest expense	<u>(40,907,191)</u>	<u>(38,566,412)</u>
OTHER EXPENSE - Net	<u>(40,870,923)</u>	<u>(38,505,475)</u>
LOSS BEFORE PROVISION FOR INCOME TAX BENEFIT	(6,863,861)	(8,618,937)
BENEFIT FROM INCOME TAXES	<u>1,491,000</u>	<u>2,077,522</u>
CONSOLIDATED NET LOSS	<u>\$ (5,372,861)</u>	<u>\$ (6,541,415)</u>

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT

For the Years Ended December 31, 2020 and 2019

	Common Stock	Additional	Accumulated	Total
	Shares	Paid-In	Deficit	Stockholders'
	Amount	Capital		Deficit
BALANCE - January 1, 2019	18,825,790	\$ 9,286,805	\$ (212,994,514)	\$ (203,707,709)
Repurchase of common stock	(61,500)	(1,141,000)	-	(1,141,000)
Exercise of employee stock options	500	8,000	-	8,000
Consolidated net loss	-	-	(6,541,415)	(6,541,415)
BALANCE - December 31, 2019	18,764,790	8,153,805	(219,535,929)	(211,382,124)
Issuance of common stock	8,260	148,680	-	148,680
Repurchase of common stock	(89,800)	(1,672,150)	-	(1,672,150)
Cancellation of common stock	(186)	-	-	-
Exercise of employee stock options	30,936	610,592	-	610,592
Consolidated net loss	-	-	(5,372,861)	(5,372,861)
BALANCE - December 31, 2020	18,714,000	\$ 7,240,927	\$ (224,908,790)	\$ (217,667,863)

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2020 and 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Consolidated net loss	\$ (5,372,861)	\$ (6,541,415)
Adjustments to reconcile consolidated net loss to net cash provided by operating activities		
Provision for bad debt expense	1,340,034	1,438,277
Depreciation and amortization - property and equipment	83,335,375	79,445,482
Gain on exchange of assets	-	(2,513,949)
Net loss on disposal of property and equipment	197,093	4,332,390
Loss from goodwill impairment	1,586,000	-
Deferred income taxes	(1,677,000)	(2,126,000)
Amortization of deferred contract costs	1,782,999	1,616,933
Amortization of other assets	320,021	248,162
Accretion of accrued capping, closure and post-closure costs	939,473	709,404
Amortization of debt issuance costs	1,553,214	1,508,962
Amortization of bond premium	(282,876)	(168,791)
Cash flows from changes in assets and liabilities - net of business acquisitions and dispositions:		
Accounts receivable	(6,779,313)	1,877,628
Prepaid expenses and other current assets	(945,500)	(1,632,896)
Cash surrender value of life insurance policies	(315,249)	(268,784)
Income taxes receivable	23,558	117,887
Deferred contract costs	(2,225,691)	(2,220,453)
Other assets	(692,954)	-
Accounts payable	3,489,953	(424,491)
Accrued liabilities	2,638,498	(3,314,732)
Deferred revenue	4,445,743	(1,559,874)
Deferred compensation	315,249	268,784
Accrued capping, closure, and post-closure costs	(158,881)	(1,225,186)
Net cash provided by operating activities	<u>83,516,885</u>	<u>69,567,338</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(109,613,983)	(102,775,814)
Proceeds from sale of property and equipment	3,718,185	9,141,291
Acquisitions of business assets	<u>(6,911,579)</u>	<u>(2,709,064)</u>
Net cash used in investing activities	<u>(112,807,377)</u>	<u>(96,343,587)</u>

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)

For the Years Ended December 31, 2020 and 2019

	2020	2019
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net borrowings (repayments) on line of credit	42,977,047	(15,748,349)
Borrowings of long-term debt	-	49,999,904
Payments of debt issuance costs	(7,500)	(1,077,808)
Repurchases of senior notes	(745,000)	-
Principal payments on installment notes	(9,663,313)	(9,882,184)
Proceeds from sale of common stock	759,272	8,000
Repurchases of common stock	(1,672,150)	(1,141,000)
Net cash provided by financing activities	<u>31,648,356</u>	<u>22,158,563</u>
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	2,357,864	(4,617,686)
CASH AND RESTRICTED CASH - Beginning of year	<u>5,890,205</u>	<u>10,507,891</u>
CASH AND RESTRICTED CASH - End of year	<u>\$ 8,248,069</u>	<u>\$ 5,890,205</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for income taxes	<u>\$ 162,442</u>	<u>\$ 81,459</u>
Cash paid for interest	<u>\$ 38,074,078</u>	<u>\$ 36,359,160</u>

SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

During 2019, the Company financed \$27,475,615 in equipment purchases with finance companies.

During 2019, the Company reduced goodwill and accrued liabilities by approximately \$46,500, for contingent payments related to prior acquisitions, for which management has determined the Company is no longer liable. In addition, during 2019 the Company reduced goodwill by \$361,800 related to a disposition of assets in its Birmingham, Alabama division (see Note 2).

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business – Waste Pro USA, Inc. and Subsidiaries (the Company) is headquartered in Longwood, Florida and provides non-hazardous waste collection, transfer, recycling and disposal services in Florida, Georgia, South Carolina, North Carolina, Alabama, Louisiana, Texas, Tennessee, Mississippi, Arkansas and Missouri.

Consolidation – The accompanying financial statements present the consolidated accounts of Waste Pro USA, Inc. and its wholly-owned subsidiaries, which are as follows:

<u>Subsidiary</u>	<u>State of Incorporation or Organization</u>
Waste Pro of Florida, Inc.	Florida
Cleanpro Enviro Solutions, LLC	Florida
Professional Waste Consultants, LLC	Florida
Waste Pro of Georgia, Inc.	Georgia
American Recycling, LLC	Georgia
Waste Pro of South Carolina, Inc.	South Carolina
Waste Pro of North Carolina, Inc.	North Carolina
Waste Pro of Alabama, Inc.	Alabama
Waste Pro of Louisiana, Inc.	Louisiana
Waste Pro of Texas, Inc.	Texas
Waste Pro of Tennessee, Inc.	Tennessee
Waste Pro of Mississippi, Inc.	Mississippi
Waste Pro of Arkansas, Inc.	Arkansas

All significant intra-entity transactions and balances have been eliminated.

Common Stock – The affairs of the Company are governed by the Amended and Restated Articles of Incorporation, dated September 25, 2009 (the Articles). The Company is authorized to issue 100,000,000 shares of Common Stock, which have no par value and 1,900,854 shares of Class A Common Stock, which have no par value. There is no Class A Common Stock issued or outstanding at December 31, 2020 and 2019.

The Company may elect to declare and pay dividends to stockholders. The Company may not pay dividends on shares of any other class of capital stock of the Company (other than dividends payable in shares of Common Stock) unless the holders of the Class A Common Stock then outstanding shall receive a dividend on each outstanding share of Class A Common Stock that would equal the product of (a) the dividend payable on each share of Common Stock and (b) the number of shares of Common Stock issuable upon conversion of a share of Class A Common Stock, calculated on the record date for determination of holders entitled to receive such dividend. The payment of dividends to stockholders has been restricted in accordance with the Senior Notes (see Note 5).

The information included in the consolidated financial statements regarding provisions of the Articles provides only general information. Reference should be made to the Articles and other related documents for a complete description.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Share-Based Compensation – The Company accounts for share-based compensation in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 718-10, *Compensation–Stock Compensation*. Compensation cost for all share-based payments is based on the estimated fair value at the date of grant using the Black Scholes options pricing model (see Note 10).

Limited Liability Companies (LLCs) – The Georgia and Florida LLCs are organized under the laws of the State of Georgia and Florida, respectively, and barring certain events, will continue in existence indefinitely. Interested parties should refer to the Operating Agreements for a more complete description of the Georgia and Florida LLCs.

Use of Estimates – The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash – Cash consists primarily of bank deposits, which exceed federally insured limits.

Accounts Receivable – Accounts receivable are recorded when invoices are issued and are presented in the consolidated balance sheets net of any allowance for doubtful accounts. Accounts receivable are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the industry, and the financial stability of its customers. At December 31, 2020 and 2019, the allowance for doubtful accounts amounted to approximately \$2,182,000 and \$1,901,000, respectively.

Property and Equipment – Property and equipment are stated at cost. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, which range from three to 39 years. The cost of leasehold improvements is being amortized over the lesser of the life of the improvements or the term of the lease. Expenditures for repairs and maintenance are charged to operations as incurred.

The cost of landfill airspace, including the original acquisition cost and incurred projected landfill construction costs and asset retirement costs, which represent estimates of future costs associated with landfill final capping, closure and post-closure activities, are included in land and buildings in the accompanying consolidated balance sheets, and is amortized over the capacity of the landfill based on a per unit basis as landfill airspace is consumed.

Restricted Cash – Certain states require the Company to maintain a cash balance for future closure and post-closure costs related to two of the Company's landfills. The balance consists primarily of bank deposits, which may at times exceed federally insured limits.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Compensation Plan Investments and Liabilities – The Company has invested in company-owned life insurance policies to satisfy future obligations of its deferred compensation plan. The deferred compensation asset and corresponding liability are recorded at the aggregate cash surrender value of the company-owned life insurance policies as of the balance sheet date. During the years ended December 31, 2020 and 2019, the Company increased the deferred compensation asset and liability by \$65,249 and \$18,784, respectively, as a result of changes in the cash surrender value of the investments.

Goodwill – Goodwill is subject to at least an annual assessment for impairment. Goodwill impairment tests consist of a comparison of each reporting unit's fair value with its carrying value. The fair value of a reporting unit is an estimate of the amount for which the unit as a whole could be sold in a current transaction between willing parties. If the carrying value of a reporting unit exceeds its estimated fair value, goodwill is written down to its implied fair value.

Changes in the gross carrying amounts of goodwill for the years ended December 31, are as follows:

	2020	2019
Goodwill - beginning of year	\$ 31,356,207	\$ 30,844,688
Acquisitions of businesses	2,047,910	919,800
Impairments	(1,586,000)	-
Sale of business assets	-	(361,755)
Measurement period adjustments	-	(46,526)
Goodwill - end of year	<u>\$ 31,818,117</u>	<u>\$ 31,356,207</u>

As of December 31, 2019, the Company determined that goodwill was not impaired based on the annual assessment.

Deferred Contract Costs – Incremental direct costs of obtaining a contract (i.e. sales commissions) on contracts longer than one year are deferred and amortized to selling, general and administrative expenses over the estimated life of the customer relationship. Contract implementation costs are deferred and amortized as a reduction in revenue over the contract life. Similar costs related to contracts with a term of less than one year are expensed as incurred.

At December 31, 2020 and 2019, deferred sales commissions, net of accumulated amortization, amounted to \$4,549,397 and \$4,223,143, respectively. For the years ending December 31, 2020 and 2019, amortization expense related to these costs recorded to general and administrative expense amounted to \$1,633,586 and \$1,540,909, respectively.

At December 31, 2020 and 2019, deferred contract implementation costs, net of accumulated amortization, amounted to \$750,547 and \$634,109, respectively. For the years ending December 31, 2020 and 2019, amortization expense related to these costs amounting to \$149,413 and \$76,024, respectively, was recorded as a reduction to revenue.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Revenue – Certain customers and municipalities are billed in advance, generally on a quarterly basis, of the Company satisfying its performance obligations. Such amounts are accounted for as deferred revenue and are recognized as revenue over the period the Company satisfies its performance obligations.

Original Issue Premium and Debt Issuance Costs – The Company amortizes original issuance premium and debt issuance costs using the straight-line method, which approximates the effective interest rate method to amortize such costs as interest expense over the life of the applicable debt. Debt issuance costs include costs to obtain debt, as described in Note 4.

Accrued Capping, Closure and Post-Closure Costs – Accrued capping, closure and post-closure costs represent an estimate of the present value of the future obligation to be incurred associated with capping, closure and post-closure monitoring of landfills currently owned and operated by the Company. The fair value of the future obligations is developed based on estimates from third-party engineers of the airspace available and consumed to date for each landfill and the expected timing of each final capping event. Because these obligations are measured at estimated fair value using present value techniques, changes in the estimated cost or timing of future final capping, closure and post-closure activities could result in a material change in these liabilities, related assets and results of operations.

Changes in liabilities for accrued capping, closure and post-closure costs for the years ended December 31, are as follows:

	2020	2019
Balance - Beginning of year	\$ 22,336,669	\$ 22,852,451
Accretion expense	939,473	709,404
Increase in obligations related to acquired landfill	69,000	-
Landfill costs	(158,881)	(1,225,186)
Balance - End of year	<u>\$ 23,186,261</u>	<u>\$ 22,336,669</u>

Revenue Recognition – Revenues are primarily generated from fees charged for waste collection, transfer, disposal, and recycling, and resource recovery services and the sale of recyclable commodities. The fees charged for services are generally defined in service agreements and vary based on contract-specific terms such as frequency of service, weight, volume, and the general market factors influencing a region's rates. The fees charged for services generally include environmental fee, fuel surcharge and regulatory recovery fees, which are intended to pass through to customers. Generally, the revenue associated with the Company's services are accounted for as variable consideration and the amounts recognized represent the value of the performance obligations that have been completed. For example, revenue typically is recognized as waste is collected, tons are received at landfills or transfer stations, or recycling commodities are delivered. The Company believes there will not be significant changes to its estimates of variable consideration, as revenue recognized is recorded in accordance with the terms of the related contracts or verbal agreements.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The following table disaggregates revenue by service line for the years ending December 31:

	2020	2019
Residential and commercial collection revenue	\$ 551,019,750	\$ 527,178,279
Compactor income	73,627,749	72,044,031
Roll-off collection revenue	62,510,121	60,873,765
Disposal revenue	23,969,055	37,253,461
Fuel and environmental charges	15,927,767	14,289,974
Other revenue	5,622,813	3,074,780
Recycling revenue	3,884,125	2,593,232
Franchise fees	(23,500,392)	(21,619,522)
Revenue - net	<u>\$ 713,060,988</u>	<u>\$ 695,688,000</u>

Income Taxes – Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due plus deferred taxes. Deferred taxes are recognized for differences between the basis of assets and liabilities for financial statement and income tax purposes. Deferred income taxes are classified as noncurrent in accordance with current accounting guidance.

The Company complies with the provisions of FASB ASC 740-10 *Accounting for Uncertainty in Income Taxes*. The Company is required to evaluate each of its tax positions to determine if they more likely than not would not be sustained if the taxing authority examines the respective position. The Company has evaluated each of its tax positions and has determined that no additional provision or liability for uncertain income tax positions is necessary.

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions.

Assets and Liabilities Measured at Fair Value – The Company applies the provisions of FASB ASC 820 *Fair Value Measurements and Disclosures* to its recurring and nonrecurring non-financial measurements, which include business combinations. Nonrecurring assets, including goodwill, are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances and on a periodic basis. In accordance with FASB ASC 820, the fair value of financial instruments is estimated based on market trading information, where available. Absent published market values for an instrument or other assets, management uses observable market data to arrive at its estimates of fair value.

Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

As a basis for considering such assumptions, the following three level fair value hierarchy prioritizes the inputs used to measure fair value. The three levels of inputs used to measure fair value are as follows:

Level 1	Quoted prices in active markets for identical assets or liabilities.
Level 2	Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted price for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
Level 3	Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The Company utilizes Level 3 inputs when evaluating goodwill, accrued capping, closure and post-closure costs, and contingent payments related to acquisitions for potential impairment. There have been no changes in the methodologies used at December 31, 2020 and 2019.

Advertising Costs – Advertising costs are charged to operations as incurred. During the years ended December 31, 2020 and 2019, advertising charged to operations approximated \$2,541,000 and \$2,496,000, respectively.

Accounting Standards Not Yet Adopted – In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*. This update requires organizations to recognize lease assets and lease liabilities on the consolidated balance sheet and also disclose key information about leasing arrangements. This ASU is effective for annual reporting periods beginning after December 15, 2021. The Company is currently evaluating the impact this guidance will have on its consolidated financial statements.

In June 2016, the FASB issued ASU 2016-13 *Financial Instruments – Credit Losses (Topic 326) – Measurement of Credit Losses on Financial Instruments*, which will change how entities will measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. For trade receivables, loans and other instruments, entities will be required to use a new forward-looking “expected loss” model that will generally result in earlier recognition of allowance for losses. This ASU is effective for annual reporting periods beginning after December 15, 2022.

Subsequent Events – The Company has evaluated subsequent events through March 24, 2021, the date which the consolidated financial statements were available to be issued.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 2 ACQUISITIONS

In 2020, the Company acquired certain assets and liabilities of four companies in separate transactions accounted for as business combinations. The total purchase price of these transactions included approximately \$6,912,000 in cash, \$808,000 in assumed liabilities, and additional contingent future payments.

In May 2019, the Company acquired certain assets of a company for \$1,972,000 in cash.

In November 2019, the Company entered into asset purchase agreements for Waste Pro of Florida, Inc. to acquire the operating assets and liabilities of a company in West Palm Beach, Florida in exchange for the simultaneous sale of operating assets and liabilities from Waste Pro of Alabama, Inc.'s Birmingham division to the same company. The purchase and sale price were initially valued at approximately \$12,816,000 each and were promulgated as an "asset swap" to exchange net assets of equal value. Accordingly, the purchase and sale was accounted for as a single transaction. The Company paid approximately \$737,000 in additional cash for accounts receivable and recognized a net gain of approximately \$2,500,000 as a result of the transaction.

All acquisitions were made to strengthen the Company's position in the various markets serviced. The acquisitions were accounted for using the acquisition method of accounting. Accordingly, the purchase prices were allocated to the assets acquired and the liabilities assumed based upon their fair values at the dates of acquisition.

The goodwill recorded as part of the acquisitions primarily reflects the value of expected synergies from combining operations, as well as any intangible assets that do not qualify for separate recognition. Goodwill is expected to be fully deductible for tax purposes.

The purchase prices were allocated as follows:

	2020	2019
Current assets	\$ 144,520	\$ 737,064
Property and equipment	4,190,674	952,200
Other assets	1,405,672	100,000
Goodwill	2,047,910	919,800
Current liabilities	(69,000)	-
Purchase price	7,719,776	2,709,064
Other liabilities - earn-outs	(508,197)	-
Long-term debt	(300,000)	-
Cash paid	\$ 6,911,579	\$ 2,709,064

NOTE 3 LINE OF CREDIT

The Company has a \$215,000,000 revolving line of credit (the line) with various banks, which matures on May 2, 2022. The line is classified as long-term based on the terms of the agreement, as amended, and the Company's intent and ability to refinance or maintain these borrowings on a long-term basis.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 3 LINE OF CREDIT (Continued)

Interest on outstanding borrowings is payable at either a Base rate or LIBOR, as selected by the Company from time to time. The Base rate is the greater of (a) the Federal Funds Rate plus 0.5% plus an applicable margin as defined by the leverage ratio; (b) LIBOR plus 1.0% plus an applicable margin as defined by the leverage ratio; or (c) the Prime Rate plus an applicable margin as defined by the leverage ratio. LIBOR is as published by ICE Benchmark Administration Limited for the respective interest period, as defined.

At December 31, 2020, the summary of Base rates and margins are as follows:

	<u>Base Rate</u>	<u>Rate at December 31, 2020</u>	<u>Margin</u>	<u>Applicable Margin</u>
(a)	Federal Funds Rate	0.00% - 0.25%	Plus 0.5%	0.75% to 1.50%
(b)	LIBOR	0.14%	Plus 1.0%	1.75% to 2.50%
(c)	Prime Rate	3.25%	n/a	0.75% to 1.50%

At December 31, 2020, the interest rate was based on LIBOR plus an applicable margin of 2.50%. The Company also pays a quarterly unused line fee based on the average borrowings on the line compared to the amount available to be borrowed, as defined in the credit agreement, as well as a quarterly letter of credit fee based on the amount of outstanding letters of credit, at the applicable margin for LIBOR.

The line is collateralized by substantially all assets of the Company and is reduced by all outstanding letters of credit. At December 31, 2020, approximately \$131,623,000 was available to be borrowed on the line.

The line contains various restrictive covenants including certain financial covenants, all of which the Company was in compliance with at December 31, 2020.

NOTE 4 LONG-TERM DEBT

At December 31, long-term debt consists of the following:

	<u>2020</u>	<u>2019</u>
Senior notes payable to investors; see Note 5	\$ 499,255,000	\$ 500,000,000
Florida 2019 Bonds; see Note 6	46,515,000	46,515,000
Florida 2017 Bonds; see Note 6	32,500,000	32,500,000
Mississippi Bonds; see Note 6	17,500,000	17,500,000

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 4 LONG-TERM DEBT (Continued)

	2020	2019
Installment note payable to a private party; interest at 2.36%; monthly principal and interest payments of \$40,430; guaranteed by a subsidiary of the Company; due September 2021	398,792	864,382
Installment notes payable to finance companies; interest ranging from 4.95% to 6.70%; monthly principal and interest payments totaling \$1,115,135; collateralized by certain equipment; due between September 2022 and June 2025	37,853,431	46,751,154
	634,022,223	644,130,536
Plus: premium on Florida 2019 bonds; see Note 6	3,033,237	3,316,113
	637,055,460	647,446,649
Less: unamortized debt issuance costs	8,967,526	10,513,240
	628,087,934	636,933,409
Less: current maturities	10,192,343	9,663,526
	<u>\$ 617,895,591</u>	<u>\$ 627,269,883</u>

At December 31, 2020, long-term debt (excluding unamortized debt issuance costs) matures as follows:

2021	\$ 10,192,343
2022	10,370,822
2023	9,355,461
2024	6,637,350
2025	1,696,247
Thereafter	595,770,000
	<u>\$ 634,022,223</u>

NOTE 5 SENIOR NOTES PAYABLE

Through a private placement offering (Bond offering), the Company has issued an aggregate principal amount of \$500,000,000 of 5.50% Senior Notes, which are due in 2026. Interest on the Senior Notes is due on February 15 and August 15 of each year. The Senior Notes are senior unsecured obligations and rank equal in right of payment to all of the Company's existing and future senior indebtedness and senior in right of payment to any subordinated indebtedness. The Senior Notes are unconditionally guaranteed on a senior unsecured basis by all of the Company's current and future significant domestic restricted subsidiaries. The Senior Notes are effectively subordinated to all the guarantors' existing and future secured indebtedness, including the line, to the extent of the value of the assets securing such indebtedness, and will be structurally subordinated to all of the liabilities and preferred stock of any of the Company's subsidiaries that do not guarantee the Senior Notes.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 5 SENIOR NOTES PAYABLE (Continued)

The Company may redeem, at its option, all or part of the Senior Notes after February 15, 2021, at the applicable redemption prices or make-whole redemption price, plus accrued and unpaid interest to, but not including, the date of redemption.

NOTE 6 TAX-EXEMPT BONDS

During 2019, the Company borrowed \$49,999,904 of tax-exempt Industrial Revenue Bonds (IRB) of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2019 (Florida 2019 Bond), which consisted of a principal amount of \$46,515,000 at an original issue premium of \$3,484,904. The Florida 2019 Bonds accrue interest at 5.00% per annum commencing May 23, 2019 through maturity on May 1, 2029. The Florida 2019 Bonds require interest payments on May 1 and November 1 of each year until maturity. The recorded premium will be amortized to interest expense over the contractual term of the Florida 2019 Bond. During the years ended December 31, 2020 and 2019, amortization of the premium amounted to \$282,876 and \$168,791, respectively.

During 2017, the Company borrowed \$50,000,000 of IRBs, to include \$32,500,000 of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2017 (Florida 2017 Bonds) and \$17,500,000 of Mississippi Business Finance Corporation Solid Waste Disposal Revenue Bond (Waste Pro USA, Inc. Project) Series 2017 (Mississippi Bonds) under their respective indentures dated August 1, 2017 (the 2017 Bonds).

The 2017 Bonds accrue interest at 5.00% per annum through August 1, 2022, at which time they may be converted from a fixed rate to a variable rate. The Florida 2017 Bonds mature August 1, 2029 and the Mississippi Bonds mature February 1, 2036. The 2017 Bonds require interest payments on February 1 and August 1 of each year until maturity.

The IRBs, which are secured by revenues of the Company are guaranteed jointly and severally, fully and unconditionally by certain of the Company's wholly-owned subsidiaries. Proceeds from the Florida 2019 Bonds were used to finance or refinance certain costs relating to solid waste collection, organics and transfer, recycling and hauling facilities of the Company and to pay certain costs of issuance.

NOTE 7 INCOME TAXES

For the years ended December 31, the benefit from income taxes consists of the following:

	2020	2019
Current tax expense	\$ 186,000	\$ 36,428
Deferred tax benefit	(1,677,000)	(2,113,950)
	<u>\$ (1,491,000)</u>	<u>\$ (2,077,522)</u>

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 7 INCOME TAXES (Continued)

For the years ended December 31, 2020 and 2019, the tax provision differs from the expense that would result from applying statutory rates to income before income taxes primarily due to certain expenses not being deductible for income tax purposes.

At December 31, the net deferred tax amounts included in the consolidated balance sheets consist of the following:

	2020	2019
Deferred tax assets	\$ 77,891,000	\$ 69,097,000
Deferred tax liabilities	(69,314,000)	(62,197,000)
Deferred tax assets - net	<u>\$ 8,577,000</u>	<u>\$ 6,900,000</u>

At December 31, 2020 and 2019, net deferred tax assets relate primarily to net operating losses and charitable contribution carryforwards, certain expenses and costs which are not deductible for tax purposes until paid, including the allowance for doubtful accounts, bonuses and reserve accruals, and the excess of tax depreciation and amortization over depreciation and amortization (including goodwill) for consolidated financial statements purposes. The Company expects to realize the deferred tax assets, net of the valuation allowance. Changes in estimates of future taxable income or in tax laws may alter this expectation.

At December 31, 2020 and 2019, noncurrent deferred tax assets are shown net of a valuation allowance of approximately \$13,197,000, for each of the years then ended, respectively, for certain net operating losses not expected to be realized for state purposes. At December 31, 2020, the net operating loss carryforward for federal tax purposes approximates \$310,000,000, of which \$123,778,000 is subject to expiration on various dates beginning in 2028.

NOTE 8 RELATED PARTY TRANSACTIONS

The Company incurs a fee for use of a private plane owned by a related party. During the years ended December 31, 2020 and 2019, the Company paid \$79,400 and \$158,800, respectively, for such use.

During the years ending December 31, 2020 and 2019, approximately \$1,296,000 and \$603,000, respectively, of property and equipment due from to a related party and is included in other assets on the accompanying consolidated balance sheet.

See Note 9 for additional related party disclosures.

NOTE 9 COMMITMENTS AND CONTINGENCIES

Leases - The Company leases certain offices and equipment under month-to-month and noncancelable operating lease agreements with unrelated third parties expiring through September 2028. The Company is also obligated under facility lease agreements with certain related parties expiring through November 2027.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 9 COMMITMENTS AND CONTINGENCIES (Continued)

For the years ended December 31, 2020 and 2019, total rent expense charged to operations approximated \$6,639,000 and \$8,912,000, respectively. Rent expense for related party lease agreements totaled approximately \$1,928,000 and \$1,847,000 during 2020 and 2019, respectively.

At December 31, 2020, future minimum lease payments required under the noncancelable operating leases are as follows:

	Related	Unrelated
2021	\$ 1,253,000	\$ 1,497,000
2022	1,253,000	1,264,000
2023	1,253,000	883,000
2024	1,253,000	607,000
2025	703,000	511,000
Thereafter	352,000	1,319,000
	<u>\$ 6,067,000</u>	<u>\$ 6,081,000</u>

Letters of Credit - At December 31, 2020, the Company has outstanding letters of credit totaling approximately \$9,264,000 as required by an insurance provider and governmental entities. The letters of credit decrease the borrowing availability on the line of credit by this amount.

Insurance - The Company's workers compensation and auto insurance coverage are provided under partially self-insured, retrospectively rated policies from independent third parties. Under the policies, premiums may be adjusted subsequent to the policy year end depending upon actual claims experienced.

At December 31, 2020, the Company estimated amounts payable on self-insured claims of approximately \$7,028,000, which is included in accrued liabilities in the accompanying 2020 consolidated balance sheet. The Company believes this amount is adequate to provide for the final disposition of such claims.

Health Insurance - The Company's health insurance is provided under a partially self-funded employee welfare benefit plan managed by an independent third party. At December 31, 2020, the Company estimated amounts payable on self-insured claims of approximately \$1,081,000, which is included in accrued liabilities in the accompanying 2020 consolidated balance sheet. The Company believes this amount is adequate to provide for the final disposition of such claims.

Legal - The Company is involved in various lawsuits in the normal course of business. As of December 31, 2020, management cannot predict the outcome of the lawsuits or estimate the amount of any loss that may result. Accordingly, no provision for any contingent liabilities that may result has been made in the consolidated financial statements. Management assesses its potential liability relating to litigation based on information available. Management believes that losses resulting from these matters, if any, would not have a material effect on the financial position of the Company.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 9 COMMITMENTS AND CONTINGENCIES (Continued)

Purchase Commitments - At December 31, 2020, the Company has made commitments to purchase vehicles, equipment and facility construction totaling approximately \$30,820,500.

NOTE 10 STOCK OPTIONS

The Company has authorized the issuance of 1,522,250 stock options to certain employees. At December 31, 2020, the Company has issued 431,000 of these options, which allow those employees to buy a prescribed number of shares of Common Stock for an exercise price ranging from \$15 to \$33 per share. At December 31, 2020, the options have an average weighted exercise price of \$18.98 per share with expiration dates through March 2028. The options vest ratably over five years. Upon exercise, shares will be issued from the pool of shares reserved for issuance.

The following table summarizes activity of the options granted for the period from January 1, 2019 to December 31, 2020:

	Number of Shares Under Option	Weighted Average Option Price
Balance - January 1, 2019	816,425	\$ 19.47
Options exercised	(500)	16.00
Options terminated	(113,425)	17.37
Balance - December 31, 2019	702,500	19.82
Options exercised	(30,936)	19.74
Options terminated	(265,564)	21.12
Balance - December 31, 2020	<u>406,000</u>	<u>\$ 18.98</u>

At December 31, vested and unvested options are summarized below:

	2020	2019
Vested and Exercisable	288,200	470,100
Unvested	117,800	232,400
Total Option Shares	<u>406,000</u>	<u>702,500</u>
Range of Exercise Prices	\$15 - \$33	\$15 - \$33
Weighted Average Exercise Price	\$18.98	\$19.82
Weighted Average Remaining Life (years)	5.34	4.53

The Company valued all stock options using the Black Scholes options pricing model and determined the value of the options was immaterial. Accordingly, no compensation expense or tax benefits related to stock options were recognized in 2020 or 2019.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2020 and 2019

NOTE 11 EMPLOYEE BENEFIT PLANS

Deferred Compensation Plan - Effective May 1, 2019, the Company adopted a nonqualified defined contribution plan under section 409A of the Internal Revenue Code, to provide deferred compensation benefits to a select group of key employees. The plan's taxes are deferred and the plan is exempt from most Employment Retirement Income Security Act of 1974 (ERISA) requirements.

The Company may make discretionary contributions and has invested in company-owned life insurance policies to satisfy future obligations under the plan. Participants vest 20% after three years and increase ratably each year until fully vested after seven years. During the years ended December 31, 2020 and 2019, deferred compensation expense amounted to \$250,001 and \$250,000, respectively, as a result of Company contributions to the plan. The deferred compensation liability at December 31, 2020 and 2019 was \$584,033 and \$268,784, respectively.

401(k) Plan - The Company sponsors a 401(k) plan covering substantially all full-time employees meeting certain minimum age and length of service requirements. Employee contributions are voluntary and employer matching contributions are based on 50% of employee contributions up to 4% of compensation. For the years ended December 31, 2020 and 2019, the Company contributed approximately \$1,518,000 and \$1,474,000, respectively, to the plan.

SUPPLEMENTAL SCHEDULES

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTAL SCHEDULES

Waste Pro USA, Inc. and Subsidiaries
Longwood, Florida

We have audited the consolidated financial statements of Waste Pro USA, Inc. and Subsidiaries as of and for the years ended December 31, 2020 and 2019, and our report thereon dated March 24, 2021, which expressed an unmodified opinion on those consolidated financial statements, appears on page 1. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Schedules of Operating Expenses and General and Administrative Expenses for the years ended December 31, 2020 and 2019 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Vestal & Wiler

Certified Public Accountants

March 24, 2021

WASTE PRO USA, INC. AND SUBSIDIARIES**SCHEDULE OF CONSOLIDATED OPERATING EXPENSES**

For the Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Payroll and payroll taxes	\$ 183,339,707	\$ 173,735,051
Disposal costs	137,943,611	132,517,860
Vehicle operating costs	59,724,589	66,074,430
Repairs and maintenance	57,375,304	55,080,999
Insurance	40,681,000	37,464,618
Subcontract trucking	15,999,061	13,183,101
Contract labor	13,125,536	13,727,114
Rent	4,455,489	4,460,032
Start-up costs	4,116,410	7,662,657
Utilities	3,030,937	3,195,435
Recycling material	2,703,212	2,690,900
Municipal fees	2,119,323	1,082,753
Property damage	1,787,312	1,698,343
Equipment rental	1,248,976	3,533,133
Retirement plan contributions	1,207,279	1,143,033
Telephone	1,110,466	1,187,281
Bond fees	1,035,653	962,310
Uniforms	1,002,220	1,001,351
Travel	662,465	879,268
Licenses and permits	213,010	206,780
Franchise fees	132,955	-
Sanitation supplies	77,082	104,159
	<u>\$ 533,091,597</u>	<u>\$ 521,590,608</u>

WASTE PRO USA, INC. AND SUBSIDIARIES

SCHEDULE OF CONSOLIDATED GENERAL AND ADMINISTRATIVE EXPENSES

For the Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Payroll and payroll taxes	\$ 32,556,683	\$ 32,249,448
Professional fees	5,124,686	5,463,751
Taxes, other than income	3,020,139	2,564,653
Bank charges	2,570,880	3,087,561
Advertising	2,540,980	2,496,078
Telephone	2,199,830	2,104,941
Training	2,076,206	2,642,868
Travel	1,806,138	2,708,797
Insurance	1,784,665	2,069,755
Computer expense	1,341,628	1,265,544
Bad debts	1,340,034	1,438,277
Postage	1,310,117	1,464,284
Office supplies	944,766	909,591
Rent	934,289	918,575
Retirement plan contributions	310,337	331,249
Office temporary labor	264,204	280,694
Dues and subscriptions	220,814	196,758
Repairs and maintenance	120,759	115,144
Miscellaneous	53,994	43,047
	<u>\$ 60,521,149</u>	<u>\$ 62,351,015</u>

OPERATIONS

WASTE PRO

Creating More Value From Your Waste



- c. Supervisor Roll Out: Supervisors will proceed to the routes by 8:00am
- 2. Daytime Activities:
 - a. Flow of Communication-All communications will flow through the dispatchers. They will be the “HUB” for all information.
 - b. Route Management
 - i. Supervisors will perform Proactive route management.
 - 1. Drive out in front of route areas to identify issues ahead of time.
 - 2. Meet up with routes throughout the day to check status.
 - 3. Drive behind route areas- collect late set outs/misses
 - ii. Route status updates sent to office at 11am, 2pm, 4pm & end of route.
- 3. Check In Process
 - a. Post trip Safety Lane- All vehicles must be inspected:
 - i. Tire air pressure checks
 - ii. Air tank drains
 - iii. Check and fill fluids.
 - iv. VCR Review with driver (Vehicle Condition Report)
 - b. Punch out Process- P.M. dispatcher or supervisor will check drivers out for the day:
 - i. Proper end of day paperwork
 - 1. Route sheet noting any issues- not outs etc.
 - 2. Hot list & cover sheet follow up.
 - 3. Disposal tickets & Fuel tickets

Remedial Action Plan:

A. Spill prevention- Waste Pro utilizes a few spill prevention and containment processes. It starts during the manufacturing of our vehicles. The new vehicles are equipped with tightly woven nylon hose armor (LifeGuard) that protects all fluid lines from wear and contains leaks to prevent spillage. The process continues at the route “Pre-trip” inspection. At this time, the vehicle is inspected by the driver and the supervisor looking for any issues. Finally, during the “Post trip” safety inspection the vehicle is looked over again by the driver and a highly trained mechanic to identify leaks. If there is a spill, each vehicle comes standard with “spill kits” designed to capture the spill. Waste Pro utilizes local clean up companies when needed.

B. Equipment failure- When a vehicle or other equipment fails to perform, the drivers notify the supervisor, who initiates a process by which we move other assets from the division or a nearby division to take the place of that vehicle. We have described those back up assets above and can typically replace the down vehicle within 2 hours.

C. Human Error- Occasionally a process breaks down do to human error. Waste Pro invests a good deal of effort into preventing this as described under the daily operations process listed above. Ultimately, the supervisors are constantly on the lookout for issues that would arise and cause a problem.

Equipment: Waste Pro will provide an adequate number of vehicles in good mechanical condition for regular collection services. The equipment will always meet the required state and federal emissions standards. Collection vehicles listed.



Vehicles: Automated Side Load Trucks will be used for collection of carted regular trash. These vehicles will be operated by one driver. Rear load style collection vehicles will be used for recycling, yard waste, bulk and other services. These vehicles will be operated by one driver and on helper or a driver/driver combo.

Carts: Waste Pro will provide each Residential Unit with one (1) 96-gallon rollout plastic cart on wheels with plastic lid for solid waste materials and one (1) 96-gallon cart for recycling unless otherwise agreed upon with the City. We will be responsible for providing carts as specified at every service address and for providing carts to new Units as added. Solid waste containers shall be the standard Waste Pro color unless otherwise agreed upon with the City. Prior to purchase, Waste Pro shall have the cart approved by the Town.



Routing and Collection Staff: Waste Pro understands that the City is requesting that routes for solid waste and recycling and yard waste be spread out evenly over five (5) consecutive business days within each municipality, unless required for a holiday, weather related event, or emergency. We stand ready to offer this schedule, however, better pricing is available if more flexibility is allowed with routing.



Routing Assumptions on Weekly Services:

	Weddington	Marvin	Combined
Weekly MSW Routes	(1) Driver Automated Side Loader 900 Homes/day	(1) Driver Automated Side Loader 400 Homes/day	(1) Driver Automated Side Loader 867 Homes/day
Weekly Recycle Routes	(1) Driver, (1) Helper Rear Loader 900 Homes/day	(1) Driver, (1) Helper Rear Loader 400 Homes/day	(1) Driver, (1) Helper Rear Loader 1083 Homes/day
Weekly Yard Waste Routes	(1) Driver, (1) Helper Rear Loader 270 Homes/day	(1) Driver, (1) Helper Rear Loader 400 Homes/day	(1) Driver, (1) Helper Rear Loader 1300 Homes/day
Bulk Options	Integrated With Other Service Routes	Integrated With Other Service Routes	Integrated With Other Service Routes

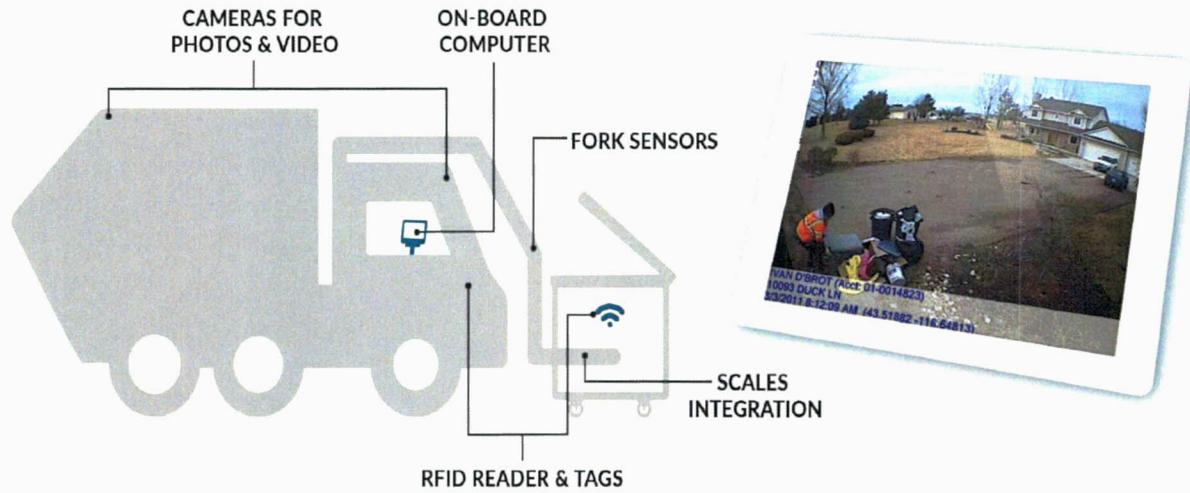
Other service levels will be integrated within the main routes. More details available upon request.

Collection hours: Hours for services will begin no earlier than 7:00 AM with the crew continuing collection until the full route is complete. All collection will be complete no later than 7:00 PM. Waste Pro will provide The Town(s) with a map designation the collection routes for approval. Any changes to the collection routes will be reviewed with The Town(s) prior to any changes.

Holidays: Waste Pro offices are typically closed each year for New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If one of the holidays falls on a collection day the collection will be delayed one day. Example holiday falls on Monday. Monday collection will occur on Tuesday and so on.

Routeware: We will use fleet service automation to monitor, verify and improve service.

THE ROUTEWARE SMART TRUCK

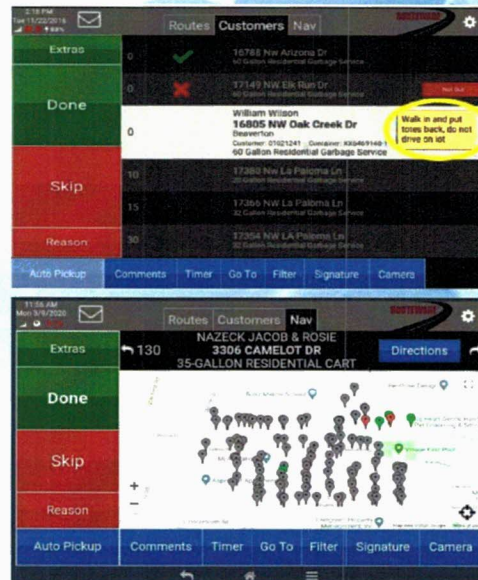


RouteWare's Smart Truck features can be purchased ala carte. Our products will never paint you into a corner.



AUTOMATED DATA COLLECTION BENEFITS

- Electronic routes in OBC
- Via OBC, drivers record events: pickups, skips, extras, timers, landfill trips, fuel tickets and comments
- Visibility to real-time data
- Data automatically populates in back-office system
- Clean data can be used to improve your operation



Pre-Trip/Post-Trip Checklists

- Drivers complete a customized checklist before and after their trip.
- The back office can monitor whether the checklists are completed in real time.
- Failure reports warn back office if something wasn't completed.
- Using these checklists eliminates errors before and after the route, and leads to a safer, more successful fleet.

Essential									
Heat Index	Miles	Idle Time	Park Time	Idle + Park Time	Time	Max Speed	Time to Clock In	Time to Clock Out	Pre/Post Trip
59		00:29		00:29	06:11	66			<input type="radio"/>
72	78	00:52		00:52	06:31	68			<input type="radio"/>
76	84	00:44		00:44	06:39	68			<input type="radio"/>
68	80	00:43		00:43	06:39	68			<input type="radio"/>
72		00:55		00:55	06:32	69			<input type="radio"/>
64		00:35		00:35	06:36	66			<input type="radio"/>
70	63	00:23		00:23	06:09	68			<input type="radio"/>
76	83	00:55		00:55	06:30	68			<input type="radio"/>
77	80	00:36		00:36	06:25	71			<input type="radio"/>
84		02:04		02:04	06:37	68			<input type="radio"/>

Pre/Post Trip Vehicle Failure Report

Company: City of Tempe Driver: Joseph A Hayduk Vehicle: 478
 Date: 09/27/2019

Pre and Post Trip Results			
Timestamp	Prompt Item	Response	Comments
Route: R5106-5			
Prompt Group: PostTrip			
10:45:00 PM	RouteWare System	Fail	Arrow still red



WHAT THE BACK-OFFICE SEES

The Routeware HeatMap is a powerful, easy-to-read dashboard that monitors virtually every aspect of your fleet within one screen.

RouteWare Control Center

HeatMap | Routes | Work Orders | Events | Customers | Maps | Reports

2017-03-27 View | Filter | Refresh

Fleet: 56 Vehicles

Essential										Route						
Vehicle	Driver	Vehicle Type	Route	Heat Index	Miles	Idle Time	Time	Max Speed	Service Time	% Complete	Skips	Extras	Not Done	On Hold Pickups	Pickups / Hour	Hel Pick
4054	John Hartsfield	Automated ...	1-1	15	43	00:25	06:08	61	04:32	70	89	0	283		108	
4062	Jerome McFadden	Automated ...	10-1	14	28	00:30	05:56	60	05:10	81	72	1	150		107	
4053	Shawn Richardson	Automated ...	10-1 (h1)	11	5	00:13	01:39	47	01:29	65	18	3	108		120	
4063	Joe Carroll	Automated ...	11-1	20	41	00:56	06:12	56	04:36	81	50	0	165		110	
4053	Shawn Richardson	Automated ...	11-1 (h1)	11	26	00:30	03:13	63	02:05	100	38	2	0		100	
4068	Condell Doyle	Automated ...	12-1	14	31	00:36	06:12	62	05:10	70	110	5	329		125	
4037	J. Sabian	Front Loader	1571-1	10	48	00:41	04:51	65	03:58	100	1	1	0		18	
457	Edison Nieves	Front Loader	1571-1 (h1)	10	12	00:02	05:56	60	00:39	88	1	0	1		1	
4038	W. Black	Front Loader	1571-1 (h2)	18	37	02:54	04:08	66	00:47	93	0	0	1		3	
4036	R. Dugger	Front Loader	1571-1 (h3)	7	6		02:10	37	00:07	11	0	0	10		3	
4036	R. Dugger	Front Loader	1571-1 (h4)	17	3	01:52	04:39	10			0	0	9			
492	N. Thigpen	Front Loader	1571-1 (h5)	8	3	00:05	00:53	64	00:24	100	0	0	0		10	



WHAT THE BACK-OFFICE SEES

Customer Service:

- Complete service history of customers
- Location of pickup or skip
- Driver comments
- Photos
- Extras

Sequence	Customer	Number	Address	City	Zip	Work Order	Event	Event Type	Event Time	Container	Size	Serial #	DC	Change	Latitude	Longitude	Pics	Comments
7560	9007 DUNBLANE DR	CNR10...	9007 DUNBLANE DR	KILLEEN	765...		Skipped	Not Out	2017-03-27 11:40:...	TRASH	TRASH	SNR100436			31.04852	-97.22401	1	
7680	9011 DUNBLANE DR	131253	9011 DUNBLANE DR	KILLEEN	765...		Skipped	Not Out	2017-03-27 11:46:...	TRASH	TRASH	142798			31.04852	-97.22399	1	
8190	8214 Shawlands		7311 Shawlands	Killeen	765...		Skipped	Not Out	2017-03-27 12:15:...	TRASH	TRASH				31.04868	-97.22321	1	



REPORTING SYSTEM

Access Information on:

- Idle Time
- Vehicle Diagnostics
- Driver Rankings
- Service History
- Driver Efficiency
- All reports fully customizable
- Can be exported to Excel, PDF and CSV

Route Activity Report



Company: ACNJ	Route Name: 51001-5	Driver: J.MOLINARI	Driver 2:
Route Date: 01/04/2019	Route Type: COMFLMSW	Vehicle Type: Commercial Front Load	Vehicle: 6631

General Statistics		Route Times		Vehicle Info	
Customers Served	134	Clock In	02:07 AM	Start Odometer	29004
Cans Picked Up	134	Route Start Time	02:21 AM	End Odometer	29116
Avg. Container Pick Up Time	00:03:33	First Stop	02:44 AM	Idle Time	00:56:19
Total Route Miles	116.00	Last Stop	12:02 PM	Scheduled Stops	134
Total Service Miles	66.86	Route End Time	12:49 PM	Not Done	0
Route Density (Scheduled/Service Miles)	2.00	Clock Out	12:53 PM	Fuel (Gallons)	41.3
Service Density (Service/Service Miles)	2.00	Shift Time	10:46:00	Extras	0
Avg. Containers Picked Up/Hour	12.80	Route Time	10:28:18	Skips	0
Time to First Pick Up	00:23:11	Service Time	07:54:54		
Time from Last Pick Up	00:47:09				

Landfill Trips						
Load #	Arrive Customer	Depart Customer	Start Landfill	Stop Landfill	Landfill	Ticket #
Load 1	2:44 AM	5:58 AM	5:58 AM	6:34 AM	Crossroads Transfer Station	3251826352
Load 2	6:34 AM	10:41 AM	10:41 AM	11:16 AM	Crossroads Transfer Station	3251826731
Load 3	11:28 AM	12:02 PM	12:02 PM	12:25 PM	Crossroads Transfer Station	3251826887

Timers					
Timer	Began	End	Timer	Began	End
Fuel Timer	12:39 PM	12:49 PM			





Post Collection Handling of Material: Waste Pro intends to use the following disposal site options available for this project: Other locations may be available, and Waste Pro is willing to work with the City if they have a preference.

Solid Waste, Yard Waste & Bulk: Union County Solid Waste Management Facility (SWMF)
2125 Austin Chaney Road Wingate, NC 28174

Recyclables: Mecklenburg County Material Recovery Facility
1007 Amble Drive, Charlotte NC 28206

White Goods: Metal Recycling Services
150 S Bivens Road, Monroe NC 28117

E-Waste: Powerhouse Recycling
220 Ryan Patrick Drive, Salisbury NC 28147

Customer Service Process: Contractor shall provide high quality customer service, and shall:

- a. Treat all customers with dignity and respect.
- b. Treat customer's property with respect.
- c. Respond to complaint and comments in a timely manner.
- d. Replace the lid to containers, leave containers upright and out of the street and driveway, and will not block access to mailboxes.
- e. Leave a note to the customer indicating problems with recycling materials or other items that cannot be picked up.
- f. Immediately clean up leaks or spills and pick up any trash dropped by the Contractor.

Waste Pro takes its commitment to customer service seriously. It is our number one priority. Our phones are answered locally and not some Call Center out of state. Our employees are encouraged to "go the extra mile" with regards to servicing our customers.

Waste Pro is convinced that delivering excellent customer service to our customers is our biggest asset. Our team, including management, customer service, operations, drivers and helpers are all taught the Waste Pro Way. We honor a culture of dependability, doing the right thing, and being connected to our customers, communities, regulators and each other. We say what we do, and we do what we say.



Collection Staff Training

Our staffing strategy provides guarantees that there will be no service disruptions due to staff shortages. Each year we budget extra drivers and laborers to cover vacation, personal time off, sick leave and any other issues that effects staffing. We also utilize a Driver/Driver Team strategy that provides additional staffing for drivers. Our Charlotte Divisions have over 150 employees and when necessary, we can move personnel from one assignment to anther to cover any shortages. Each of our Supervisors is teamed up with a Lead driver who can also provide backup if needed. Current staffing levels will continue into the new contract.

Philosophy- If you perform the service correctly then there are no complaints. All employees are put through a comprehensive training and orientation letting them know our company policies and procedures. Our success is based on hiring the best people available. All employees will be screened properly. This includes background checks, MVR checks for drivers, and drug and alcohol testing. Drivers and helpers are paid a competitive wage; we give them safe equipment to work with, and route them so that they get their job done and have time to spend with their families.

Customer Service Representatives

Our Customer Service Representatives are the front line to our customers. They are trained and mentored to deliver the highest level of customer service possible. They are trained on best practices and techniques for listening and handling customer complaints. The Customer Service Representatives process calls from customers, serve as the end-to-end point of contact for customers, and resolve customer issues. They collaborate with a team of customer service representatives to meet overall call center objectives and enhance the customer service functions to exceed customers' expectations.

Residential Route Supervisor

The Residential Route Supervisor is responsible for supervising daily activities of residential drivers and helpers to ensure safe, timely, and cost-effective delivery of contracted residential services in accordance with Waste Pro practices and procedures and applicable regulations. Our Supervisors understand Waste Pro Core Values and apply principles of Positive Leadership in supervision of drivers and helpers.

Residential Driver

The Residential Driver operates refuse collection vehicles on pre-assigned and special routes to pick up garbage, yard waste, or recycling. The driver oversees the work of helpers assisting on assigned route; performs pre-trip and post-trip truck check and cleaning; and performs other related work as assigned. Work is performed under supervision and performance is reviewed while in progress and upon completion through direct observation of routes, and discussion of problems.



Helper

The Helper is responsible for assisting the refuse truck driver on pre-assigned and special routes to pick up garbage, yard waste, or recycling. Employees in this job classification must attend and participate in corporation sponsored training courses as assigned. Employees in this job classification are responsible for keeping up to date on current technology, as job appropriate, being used by Waste Pro USA.

Waste Pro has a proven successful New Employee Onboarding Training Program for Operations. Our onboarding process goes as follows:

Pre-Arrival

Send welcome letter and packet of information (e.g. benefits, first day agenda, names of staff, etc.) Assign a “peer supporter” to teach new employees about the organization, offer advice, help with job instruction, and provide support in social and political terms.

- Have workspace prepared (truck, supplies, key manuals)
- Have computer configured and ready to use and e-mail account up and running, as applicable.
- Put together first-day forms, other necessary information, and enroll him in New Employee Orientation.
- Announce to staff when new employee will be joining them.

Day 1

- Introduction to Waste Pro and our philosophy.
- Compliance with State and Federal regulations to include discussions, lectures, videotapes and written materials.
- Assistance with employee enrollment in company programs.
- Introduction to 3rd Eye system.

First Day Following Orientation with Safety Trainer

- Meet at preset time and location
- Tour building/organization/truck/shop, as applicable.
- Introduce employee to “peer supporter”
- Have the Division Manager welcome employee, preferably in person.
- Encourage others to welcome them aboard.
- Provide employee with timecard and demonstrate how to use the timeclock.
- Review a route sheet and map.



First Week

- Peer Supporter to discuss role and responsibilities
- Route Supervisors check in on route to get feedback, address issues, if any.
- Route Supervisors check in with peer supporter.
- Introduction to the Safety Lane, pre-trip and post-trip inspections and requirements.
- Operations Manager to discuss performance expectations, and initial work assignments
- Have employee meet Safety personnel, HR/Payroll personnel, and other key team members.
- Safety Trainer contacts the new hire to check in on their experience so far.

First Month

- Review 3rd Eye.
- Check employee's progress weekly
- Have progress review and planning meeting at the end of the first month -provide and get feedback. Explain expectations and coach them on anything that may have been observed.
- Acknowledge employees in safety meeting for 30 days of service.

45 Days

- HR mails out postcard regarding benefits and contact information.
- Safety Trainer contacts the employee to check in and collect feedback.
- Route Supervisor completes a New Hire Survey and submits it to HR and the Operations Manager for review and follow up.

60 Days

- Route Supervisor and Operations Manager meet with employee for open discussion.
- HR follow up on questions and benefit enrollment registration.

90 days

- Observe employee's work on regular basis - provide ongoing feedback, answer questions.
- Recognize the employee and the referring employee, if any, in the safety meeting. Pay out referral, if required.
- Safety Trainer contacts the employee to check in and collect feedback.
- Employees are taught the Waste Pro way and what is expected of them professionally and with regard to customer service.
- New employees are then placed on a route and trained for two weeks before they are allowed to operate unsupervised.



- Employees are educated on the specific needs of the municipality that they service and what the rules and regulations are.
- Routes are set up so that the garbage and recycling routes follow the same path. This way whichever truck is running behind the other can call in late set outs and get them picked up.
- A weekly bonus program rewards employees for exemplary customer service.
- The Route Manager's responsibility is to ride behind all routes in order to pick up misses or late set outs.
- We check and double check our work to eliminate complaints before they happen. Waste Pro takes its commitment to customer service seriously.

Waste Pro Safety

Waste Pro management is committed to providing our employees a safe and healthy workplace. Throughout this proposal we have addressed many different safety tools Waste Pro has implemented. Nonetheless, a copy of the Waste Pro Corporate Safety Overview is included at the back of this tabbed section. Waste Pro's fleet maintenance standards and policies are compiled primarily through recommendations and regulations from the Department of Transportation (DOT), Occupation Safety and Health (OSHA) and State/Federal/Local government regulations. Waste Pro establishes and maintains best practice procedures and standards in our fleet management program.

Safety Lane Process

Proper Lock Out Tag out must be in place prior to the Safety Lane process to begin.

- 1. Wheels chocked**
- 2. Turn on headlights, marker lights, 4-way flashers (check lighting)**
- 3. Check all gauges and verify pto pump function**
- 4. Check windshield and wipers for damage.**
- 5. Vehicle turned off after transmission fluid and lighting are checked.**
- 6. Master Power switch turned off**
- 7. Keys must be turned over to Tech.**
- 8. Driver to exit and begin vehicle Inspection.**

Post-trip Vehicle Inspection process

1. Exit cab and start in front of cab
2. Inspect cab for damage, inspect head lights, clearance lights and flashers
3. Check all fluids, oil and coolant, technician checked transmission before truck shut down.
4. Inspect driver's door mirrors, window/s, steps and grab handle.
5. Inspect driver's side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
6. Inspect engine and transmission area for debris. Inspect wires & hyd. hoses
7. Inspect battery box cover, latches/hold-downs
8. Inspect packer cleanout ladder, door and/or hopper area
9. Inspect hydraulic tank & fluid level. Inspect fuel tank, tank straps and fuel level



10. Inspect fire extinguisher, triangles and spill kit
11. Inspect all side marker and side lights
12. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
13. Inspect side DOT tape
14. Inspect tailgate turn-buckle, rider step & grab handles
15. Inspect rear lights, DOT tape, camera, strobes, & work lights
16. Inspect trunnion bar locks/latches, kicker bar, bin stopper pads, cart tipper, & hopper hyd. hoses
17. for roll off, frontload, and ASL check icc bar
18. Inspect tailgate turn-buckle, rider step & grab handles and valve body
19. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
20. Inspect all side marker lights & DOT tape
21. Inspect fuel tank, tank straps & fuel level
22. Inspect passenger front tire, lug nuts, tire pressure, fender and suspension
23. Inspect right side door mirrors, window/s, steps and grab handle
24. Re-enter cab and re-start engine

After parking truck please follow procedures below

1. Perform full air brake system tests:
 - a. Static brake test (with wheels chocked & parking brake released, engine off, key to on position, wait 1 min. no air loss & no audible air leaks) **Perform this step only if truck is equipped with chocks.**
 - b. Applied air brake test (fully apply foot brake, wait 1 min. no air loss & no audible air leaks)
 - c. Low air warning device test (light &/or buzzer must activate at no less than 60 psi)
 - d. Parking Brake Knob Pop Out Test (must pop out between 20 lbs & 40 psi)
 - e. Parking Brake Tug Test increase idle to 1100 RPM (parking brake applied)
2. Test both Town and air horn
3. Perform full hydraulic system test. (Tipper, kick bar, packer, winch, etc...)
4. Drain all air tanks
5. Turn off battery disconnect

A copy of our additional maintenance processes (preventative, cleaning and repairs), i.e. Pre-trip and Post-trip Inspection Processes, are included at the back of this tabbed section.

Safety Bonus/Franklin Awards

Our quality control is our employees, who are very conscientious about their jobs and always strive to achieve the highest standards. Each employee is rewarded for this high standard with weekly bonuses and Franklin Awards. In addition, drivers who achieve a 3-year perfect record are awarded a \$10,000 bonus. Companywide Waste Pro has given over 150 drivers this award. In 2016, we launched a Safety Bonus for our helpers. Helpers who achieve a 3-year perfect record are awarded a \$5,000 bonus.

Weekly bonuses are based on such factors as performance, attendance, safety, neatness, and cleanliness. Franklin Awards are given to any/all employees for outstanding performance. If a resident or a customer sends a letter detailing an employee's outstanding performance, the employee is given a Franklin Award of \$100.

The Waste Pro Co-Heart Program was created January 2015 and the very first Helper turned Driver earned his CDL license from our program in early February of 2015. To date, over 38 helpers have completed the Co-Heart Program in Daytona Beach alone and have become CDL drivers. The goal of the WP Co-Heart program is to promote Qualified Helpers to drivers by way of proper training and respect. To create a dedicated, safe driver for our company and promoting the success of our people. An outline of the program is included below:

Waste Pro Co-Heart Program

The Waste Pro Co-Heart Program was created Jan.2015 and the very first Helper turned Driver earned his CDL license from our program in early February of 2015.

The goal of the WP Co-Heart program is to promote Qualified Helpers to drivers by way of proper training and respect. To create a dedicated, safe driver for our company and promoting the success of our people.

By working closely with Mr. Jennings on some key issues of the program, we have implemented a short-term goal for our new driver to reach after earning their CDL license. In accordance w/Mr. Jennings Guidelines of no accidents, no claims, and no Property damage, the new driver will have the \$300 testing fee reimbursed after one year,

We have had great success with the program; aside from increased morale and several helpers that turned driver, we have had dozens promoted to lead driver and even route managers. This year we did have our first driver reach the level of having earned the \$10,000.00 Safety award in Jacksonville, (Melvin Williams).



To date we have had 128 Helpers go through the WP CO-Heart Program w/ a \$100% success rate. A retention rate of 67% and increased Safety rate of 56% of the helpers turned driver, having their testing fee returned by reaching the first-year goal of no accidents or property Damage. Our program had its first female candidate pass in Jan 2018 and our Co-Heart Program has recently helped a 20-year Helper pass his CDL test. Students go through an extensive roll-over prevention class for safer driving.

Over 100 helpers now, we are proud of all our students for having the chance to better their lives and the lives of their families. Dedication, Safety, and employee turnover are an obvious improvement as a result of this program. Promoting

experienced helpers that are qualified to be drivers is a for-gone conclusion for success. Starting in July we will be instituting a complete Driver trainee 4 ½ day class for all qualified helpers that become employed as a driver trainee at Waste Pro USA. We are investing in our people to reduce turnover, increase Safety, decrease maintenance issues, and build a team that cares about the communities they serve. This is the **Waste Pro Way**, and this is one example that makes us...**The Distinguishable Difference!**

Waste Pro management is committed to providing our employees a safe and healthy workplace. Throughout this proposal we have addressed many different safety tools Waste Pro has implemented. Nonetheless, a copy of the Waste Pro Corporate Safety Overview is included at the back of this tabbed section. Waste Pro’s fleet maintenance standards and policies are compiled primarily through recommendations and regulations from the Department of Transportation (DOT), Occupation Safety and Health (OSHA) and State/Federal/Local government regulations. Waste Pro establishes and maintains best practice procedures and standards in our fleet management program

COVID-19

Waste Pro was at the forefront when our communities were faced with the COVID-19 pandemic.

Our President, Sean Jennings, immediately issued the following statement:

“Like the communities we serve, the waste industry is experiencing unprecedented times and has been designated an Essential Critical Service by the Department of Homeland Security.



At Waste Pro, our highest priority is the health and safety of our employees, and the residents and businesses in communities we serve. That said, our crews have been and are on the street in full force every day. According to the National Waste & Recycling Association, the coronavirus does not pose any elevated risk to waste industry workers. Also, Waste Pro is following the CDC guidelines for the health and safety of our employees.

Given the rapidly changing situation, we are preparing and adapting our operational plans and taking precautions similar to devastating weather events. Our cities, towns, parishes and counties are also planning and preparing for potential interruptions in municipal services. From a service perspective, we promise constant communications to our communities and media. We will use external communication platforms such as our website, Facebook, Twitter and text messaging regarding any service interruptions or modifications to service schedules.



We are proud to be Americans. This great nation is resilient, and we will get through this difficult time together.”

-Sean Jennings, President, Waste Pro USA

Waste Pro immediately instituted a detailed COVID-19 Exposure Prevention Plan. We followed all of the CDC guidelines that were issued. Some of the many practices instituted were as follows:

- Maintain 6 feet of social distancing.
- Provide masks to those employees that requested them.
- Sanitize vehicles regularly.
- Provide sanitizer to employees.
- Let staff work remotely where possible.
- Restrict visits to locations by third parties.
- Impose a 14-day quarantine on employees that have travelled to hot spots.
- Regional meetings twice per week to discuss Covid-19 issues.
- Disinfect offices and common areas regularly.

During the pandemic we have had no service issues with any of our municipalities.

Drug Free Workplace

Waste Pro is a drug free workplace and has a zero tolerance for such actions. When hiring new employees, a thorough background check to include drug and alcohol pre-screening is part of the selection process. Employees are taught the Waste Pro way and what is expected of them professionally and with regards to customer service.

Collection Facilities

Waste Pro currently operates from facilities in Asheville, Concord & Monroe NC., Our location in Monroe is mere minutes from the City.

When needed, Waste Pro establishes and utilizes new locations and offices locally to serve the needs of the contract. Our typical facility has five to nine service bays, and office space adequate to house our maintenance, and operations personnel. Included in our divisions are a General Division Manager, Operations Manager, five to nine Route Supervisors, a Maintenance Manager, and an Office Manager. Also included are dispatchers, customer service positions, and accounting personnel for payroll, accounts payable and billing. We will utilize our mechanics as well as yard men/truck washers and container deliver persons. Last, we have included a Safety Manager. This person will not only direct our safety effort but will be responsible for hiring the most qualified personnel available.

Waste Pro maintains a local customer facility & service center at 1902 Valley Parkway Monroe NC 28110 that is open from 8:00 am to 5:00 pm Monday – Friday. All permits and licenses are current & have not been in violation.



Emergency/After Hours

Assistant Division Manager – Vincent Crisp – 704-223-6743

Divisional Vice President – Chip Gingles – 757-775-8726

Director of Government Relations – Jennifer Herring – 704-886-4472

Customer Service

Our Customer Service Representatives are the front line to our customers. They are trained and mentored to deliver the highest level of customer service possible. They are trained on best practices and techniques on listening and handling customer complaints. The Customer Service Representatives receive, and process calls from customers, serve as the end-to-end point of contact for customers, and resolve customer issues. They collaborate with a team of customer service representatives to meet overall call center objectives and enhance the customer service function to exceed our customers' expectations.



Our team will work in conjunction with Town staff when receiving citizen complaint calls, emails, etc. forwarded from Town staff for processing. All complaints made directly to Waste Pro via the local number or entered in our Trac EZ system shall be given courteous and prompt attention, outlining steps taken in monthly complaint log.

Missed collection will be picked up within 24 business hours of notification. Any reports of missed collections will be investigated same day and resolved within 24 hours of the initial report from the customer. All reports of missed pickups will be logged in Trac EZ which is an electronic reporting system. The system tracks resolution of all requests and provides a permanent record of all calls.

Live Person Answering Telephone

Waste Pro has a customer service team that will be available to handle any inquiries from our customers. We are convinced that delivering excellent customer service to our customers is our biggest asset. We welcome our customers to call or email us at any time for any concerns they may have. Our supervisory and management team is always ready to assist our in-house customer service department.



During regular business hours we always have “real people” to answer the telephones; **we do not use automated or contracted services**. After hours and on weekends and holidays we always have our voice mail system with an emergency contact name and number for residential customers activated. All calls left on our voice mail system are answered and recorded no later than 9:00 am the following business day. When we

receive a call, no matter the nature, our customer service representatives will handle the call from start to finish. If the matter needs additional or special attention any of our management staff are happy to assist. We want to leave the customer feeling that their problem has been solved and that it will not recur.

Waste Pro takes its commitment to customer service seriously.

- All CSR’s are put through a comprehensive training and orientation letting them know company policies and procedures.
- CSR’s are taught the Waste Pro Way and what is expected of them professionally and about customer service.
- New CSR’s are required to go through a two-week training program before they can answer calls unsupervised.
- **We answer calls locally.**
- **We do not believe in automated attendants or “Out-of-State Call Centers”. Real people who live and work in your local area answer the phone.**
- CSR’s are trained as to the specific service requirements of each contract.
- **The Customer Service Manager is responsible for seeing that all issues are closed out or scheduled by the end of the day.**

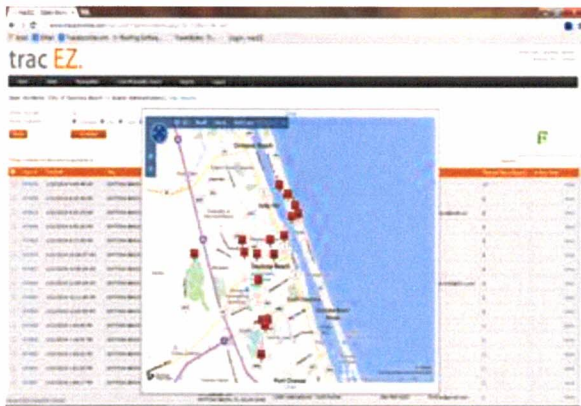
In the event one of our customers does have an issue, we go through a 5-step process:

1. A customer issue is received through the Trac EZ system or called in and entered into Trac EZ.
2. The issue is then assigned for resolution to the appropriate party (i.e. billing, operations etc.) by the designated customer service representative for Pierson.
3. Resolution is reported back to the designated customer service representative and the work order is closed out in Trac EZ.

4. The customer is contacted to make sure that there has been adequate resolution to their issue.
5. The Customer Service Manager reviews all issues daily to make sure that all items are resolved by the end of the business day.

No customer issue will go unanswered at the end of the day.

TRAC EZ- 100% Customer Complaint Resolution:



TRAC EZ Customer Request Software is a dynamic, user friendly customer relationship management program that allows us to quickly respond to all customer requests. The program allows Waste Pro, The Town or even the customers to enter any requests or feedback they have for Waste Pro in real time, as users can instantly view the information. One of the key benefits of the software is that it enables us to observe geographic concentrations of customer requests on an interactive map.

There are occasions that warrant additional monitoring, as such, Waste Pro has developed the following additional measures to track unique customer service issues:

Hot List – An important pick up requested by the Town (It is usually referring to someone who will escalate the issue to the very top or take it to the news or put it on social media).

Be Sure – A reminder of a pickup on a certain day or days (It is scheduled in Trac EZ and given to the driver on particular day).

Monitor – A Reminder that comes up on the Route Supervisor’s email/calendar to check up on a stop.

Transition Management

Waste Pro currently operates over 230 municipal contracts in the Southeast from over 75 Operating facilities. These contracts service over 2,000,000 residential customers. Included in our current municipal contracts are Gwinnett County Georgia (46,000 homes), Port St. Lucie/St. Lucie County (81,000 homes), the City of Jacksonville (71,000 homes), Lee County (60,000 homes) and the City of Tallahassee (47,000 homes).

One of the primary reasons that we have grown is our attention to detail during the process of startup. We take the worry out of transitioning.



Waste Pro will begin working immediately after award to ensure that everything is in place and we hit the ground running on day one. We will start by utilizing the best operational and maintenance management in our industry. Once in place, they will be key in the day-to-day procurement of the fleet, containers and personnel and start communication with the City. We utilize Microsoft Project to plan our startups. Our transition process is outlined below:

Transition Implementation Schedule:

Plan TimeLine: Times based on previous transition performance and manufacturers lead times. Total time estimate approx. 35-45 days. (These are average times for typical startups. Waste Pro has rolled out large startups in as little as 4 days under emergency requests)

Transition Phase 1-Preparation:

1. Transition Team:

- a. Transition team meetings will begin.
- b. Project Plan checklist issued to the City.

2. Information Verification:

- a. Address lists: Gathering of important information about the customer's service locations and any special requirements.
- b. Identify special needs, integrate with routes (back door, extra containers etc.)
- c. Identify roadway and safety issues & plan (tight areas, overhead wires, narrow streets w/ no cul-de-sac)

3. Staging: Waste Pro will coordinate with the City to identify the best staging area for incoming equipment.

4. Equipment:

- a. Containers- Waste Pro has a large inventory of containers and has purchasing power for needed new equipment.
- b. Trucks- Needed vehicles will be transferred in from our start-up holding stock or purchased for this project. Extra deliver & collection vehicles will be transferred in for the project start up and remain for the first few weeks.

5. Personnel: Transfer, hiring & training staff is an ongoing process at Waste Pro.

Employees are trained on contractual responsibilities and other industry standards. We operate a state-of-the-art training center featuring simulated driving technology, classroom training and hands on driver obstacle courses to prepare drivers for duty.

Transition Phase 2- Roll Out

- 1. **Staging:** Equipment delivered to the staging area to staging areas.
- 2. **Delivery:** Our container crews will receive incoming loads of containers at the staging area. Assembly & delivery of containers will launch from this area.
- 6. **Communication-** Daily progress updates will occur. Startup flyer to delivered to every resident about the service (Day of svc., limits, cart placement, recycling, etc.).



- Cleanup:** Once deliveries are complete a cleanup crew is brought in to inspect and clean up the staging area.

Transition Phase 3- Follow Up:

- Internal:** Follow up meeting with the City. Discuss billing, reporting & points of contact.
- External:** Issue public education info to new customers where needed.

Information Management

Waste Pro will prepare reports to include the monthly billing, noting the quantity of refuse collected and disposed of, number of units served, and other information as may be requested by the Town(s). A sample of the monthly report will look like this:

| BELMONT MONTHLY REPORT

Solid Waste Routes	Homes (stops)	Tons	Hours	Homes/Hr	Avg Pounds/home
610				#DIV/0!	#DIV/0!
611				#DIV/0!	#DIV/0!
612				#DIV/0!	#DIV/0!
613				#DIV/0!	#DIV/0!
TOTAL	0	0	0	#DIV/0!	#DIV/0!

Recycle Routes	Homes	Tons	Hours	Homes/Hr	Avg Pounds/home
710				#DIV/0!	#DIV/0!
711				#DIV/0!	#DIV/0!
712				#DIV/0!	#DIV/0!
713				#DIV/0!	#DIV/0!
TOTAL	0	0	0	#DIV/0!	#DIV/0!

Yardwaste Routes	Homes	Tons	Hours	Homes/Hr	Avg Pounds/home
810				#DIV/0!	#DIV/0!
811				#DIV/0!	#DIV/0!
TOTAL	0	0	0	#DIV/0!	#DIV/0!

Cart Maintenance	Beginning Homes	
	New Home Starts	
	Discontinued Services	
	Repairs	
	Ending Homes	0

Bulk Routes	Homes	Tons	Hours	Homes/Hr	Avg Pounds/home
Orange Bulk				#DIV/0!	#DIV/0!
Green Bulk				#DIV/0!	#DIV/0!
TOTAL	0	0	0	#DIV/0!	#DIV/0!

DOE - Price of Diesel Fuel	
Contract - Base Diesel Price	\$3.80
Variance	-\$3.80

Fuel Surcharge	-9.50%
----------------	--------

To be adjusted quarterly

Preventing Quality Control Problems

Waste Pro believes the best way to avoid complaints is to educate our employees and to provide them with the best tools and equipment to do their job safely with a professional and courteous attitude. We have recently installed cameras in our entire truck fleet. All of the vehicles used to service the Town of Stanfield will be equipped with the 3rd Eye GPS and camera system as described below:



Waste Pro invested over \$3,000,000 in a cutting-edge fleet monitoring system, AWTI's **Third Eye Video and Camera System**. The Third Eye System has been installed in over 1,800 Waste Pro collection vehicles. This camera and video system primarily enhances Safe work habits and procedures. Waste Pro Managers will also have the ability to observe and monitor appropriate collection behaviors. Houston-based AWTI Third Eye offers the latest technology in collision prevention and service monitoring. With this system, up to eight cameras are installed in the cab and on the exterior of the truck body, and a microphone is installed inside the cab. The cameras – front, cab, rear and side – provide 360 degrees of external “monitoring”, and the microphone inside the cab captures 20 seconds of video segments.

Third Eye will also be used to observe general collection behaviors with real-time monitoring. The cameras can be activated by Management at any time to observe collection activities. If an inconsistent practice were to be observed, a Supervisor will be contacted immediately to contact and correct the route. Both the positive and negative behaviors are reinforced. Third Eye has proven to be an excellent instructional tool for Waste Pro.



Third eye allows us to monitor and track visually and through GPS every vehicle we have on the road to monitor service and safety of all of our employees.

Waste Pro has a unique bonus system which is unlike any other in the industry. It is based upon five principals. It measures Customer Service, Safety, Maintenance, Attendance and Attitude. There are three tiers to our program.



- The Franklin Award – This is the award given out based upon actions taken in the field. It may be a response from a customer telling of excellent service. It could be an employee doing a good deed or it may be someone responding to a situation and saving the day. We have had employees rescue residents who have collapsed in their front yards, reported gas leaks in neighborhoods or helped residents change a tire or put out a trailer fire. A crisp \$100 bill is given to the employee publicly in front of his or her peers along with accolades.
- The Annual Bonus – The above five criteria are used to evaluate every employee every year. For each year of service, you are eligible for \$250 annually. Thus after 4 years \$1000 and at 10 years you are capped at \$2500. This is distributed every year on the first paycheck in December.
- The \$10,000/\$5,000 bonus – This is the quintessential award given by Waste Pro. Drivers are eligible for the 10k and helpers for the 5k award. In order to receive this award, you must have no customer complaints, no at-fault accidents or injuries, no self-inflicted maintenance issues, no unexcused absences and no disciplinary write ups. You receive this reward after three years of excellent performance. To date Waste Pro has issued 3.5 million dollars’ worth of these rewards.

All of these programs are designed to encourage and reward employees for excellent customer service.



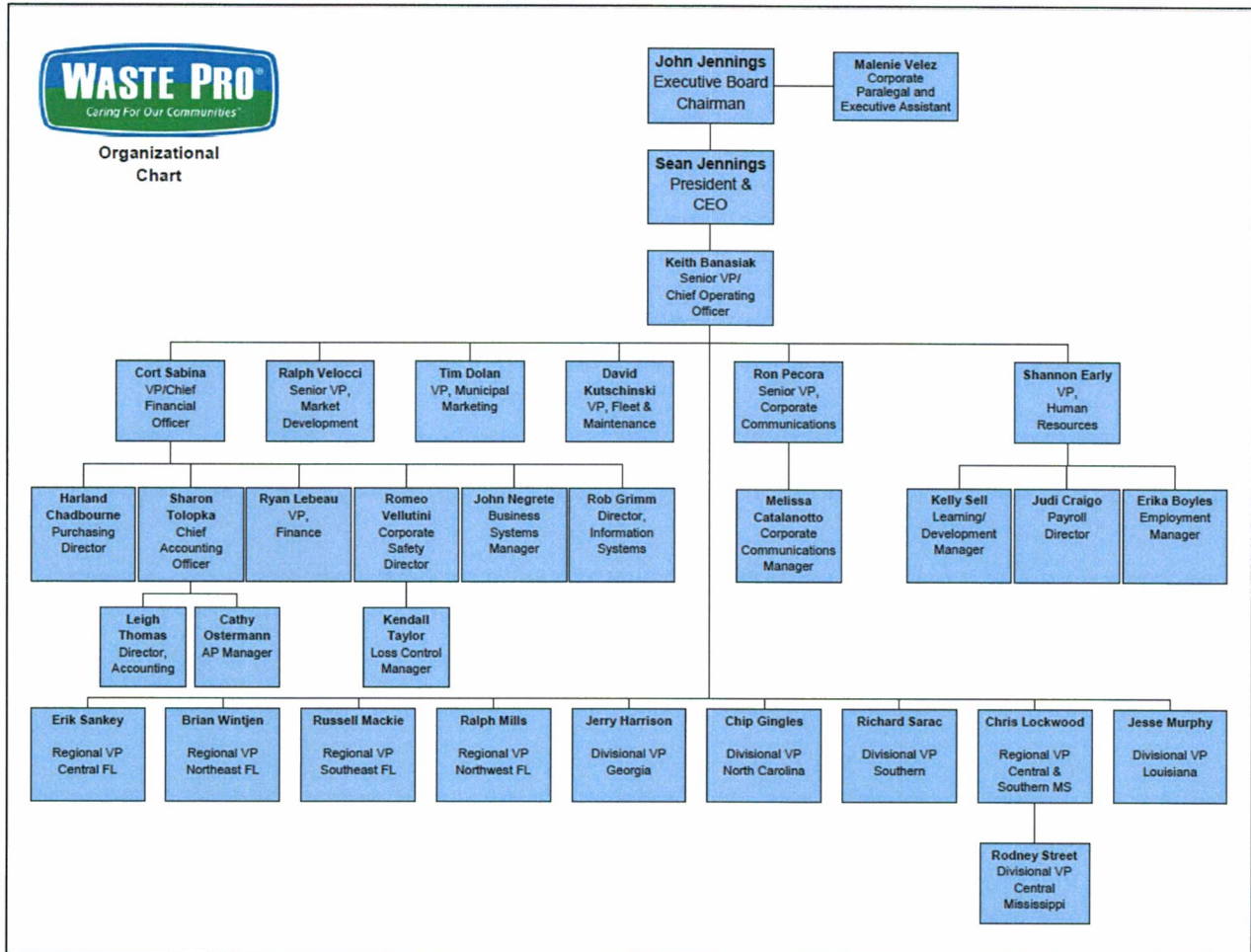
Waste Pro-Tection is a community awareness program whereby Waste Pro teams up with a local Police or Sheriff’s Department. This program provides local law enforcement with another set of “eyes”. The concept is simple: Our employees, are trained to report unusual or suspicious activity to local law enforcement. Collection crews are trained on how to spot activities that may be indicative of a crime in process.

Fast facts:

- Collection crews are not asked to intervene or try to prevent a crime in progress, only to immediately report suspicious behavior.
- Local PD will appreciate another set of eyes and ears.
- Training is typically performed once a year
- This is a program that can easily be rolled out in your area!



Organization



OTHER INFORMATION

- a. Certificate of Insurance
- b. Added Value Items
- c. Clarifying Statements

WASTE PRO

Leading Waste Management Solutions

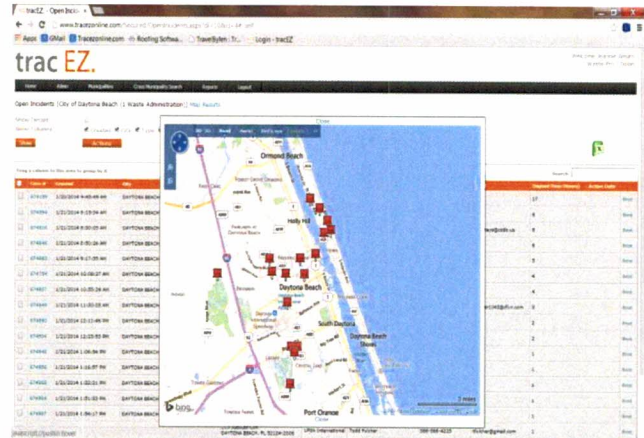
Added Value & Enhancements

TRAC EZ-Waste Pro's method to 100% complaint resolution within 24 hours- Improving Customer Service

trac EZ.

TRAC EZ is a web based system that was created and designed to help Cities and Waste Pro provide greater control and communication services to their residents regarding service delivery and issues. Because this system is web based and offering "Real Time" communication, it gives all parties (City, Residents, Business and Waste Pro) the ability to resolve complaints and requests for services in an organized, timely and cost saving manner.

All residents and business requests are logged into our **trac-EZ** system and attached to the customer's account by our customer service reps. Residents, businesses and the City all have access to this online program at no cost. City Staff and Waste Pro can access the information simultaneously to resolve issues or retrieve information. The TRAC EZ system is transparent. Staff can log on and monitor complaint resolution times. Additional benefits of this trac-EZ include:



- We provide this tracking system at **no cost to the City** through the <http://www.traceonline.com> website. This site allows the City Manager and Staff to track any issues from the time they are registered to the time they are resolved.
- We can provide the City with **customized reports** for all issues and they will have full access to our tracking system through TRAC EZ.
- Limits follow up phone calls because all parties are using the system. No expensive equipment is necessary. Login to the website is all that is needed.

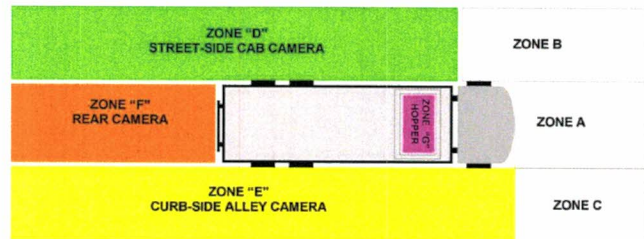
Customer Service is a priority with Waste Pro. It is at the core of our business and we have proven to our customers that we are the **"Distinguishable Difference"**.

3Rd EYE GPS & CAMERA SYSTEM- Improving Customer Service



Waste Pro USA installs video cameras in all collection vehicles. Each truck has an onboard camera system, providing vantage points from each side of the vehicle, in addition to interior cab views.

This state of the art monitoring system is already used in the Atlanta Metro Area. Your collection vehicles will also be outfitted with the new 3rd Eye System.



FEATURES

- Handle customer disputes with real-time info about where vehicles are
- Keep residents satisfied with prompt service and safe driving habits
- Real-time view of fleet using any web enabled device: desktop, mobile or tablet
- Historical HD video of trucks 6 months after routes for route collection verification
- Stores collection event date, time and latitude and longitude coordinates
- Service verification; receive notifications of predetermined geo located customers
- Ensure that drivers are held accountable for their whereabouts while on the job



Employees are now held accountable for each trip they take with scheduled stops and more efficient routes. Waste Pro has seen a **higher level of customer service** due to the GPS device's ability to confirm employee visits. The daily activities and tasks are entered into the GPS device, which includes unique software specifically designed for Waste Pro. This database includes scheduled routes with detailed maps and tasks entered for assigned vehicles.

Improved Customer Service is the bottom line. Waste Pro is better able to accurately predict arrival times for our customers resulting in satisfied customers. We will create a win-win situation for our municipalities and residents.

Waste Pro-Tection Community Awareness Program Saving Lives and Property

Waste Pro-Tection is a community awareness initiative in partnership with local law enforcement in an effort to better serve municipalities. The concept is simple our employees, who perform waste collection duties, report unusual or suspicious activity to the local law enforcement for follow up. Training is provided by law enforcement to our employees on how to handle potential evidence and what kind of activities to look for in the neighborhoods they are servicing.



For example:

Mrs. Doe, who is elderly, always brings the driver a bottle of water, but today, she has not come out of her house and it doesn't look like her vehicle has moved in a few days. This would be an appropriate situation for the employee to contact law enforcement to perform a "well-check", which is a courtesy well-being check available for disabled and elderly residents. *Waste Pro-Tection* is a "win-win" for everyone involved because there are no costs incurred by the City, taxpayers, residents, or businesses. As service providers for the community, we are already in their neighborhoods making this a logical partnership. Additionally, our trucks are an excellent way to advertise the program and partnership with area law enforcement by placing clearly visible *Waste Pro-Tection* decals on trucks, alerting residents to the additional training that has been provided.

FAST FACTS:

- Employees are not asked to intervene or get involved in a crime in progress, but to report suspicious activity.
- The City Police Department is extremely supportive of this program and welcomes it. They appreciate "another set of eyes and ears" in their communities. They have also stressed the importance of taking EVERY call seriously.
- Training is typically once a year. However, it can take place more often, if needed.



Let Waste Pro-Tection work for your Town.

\$10,000 Safety Bonus Award

Waste collection is one of the ten most dangerous jobs in the United States. To encourage our employees to exhibit practices which are safe for themselves as well as for the communities they service, Waste Pro established the \$10,000 Safety Award.



Employees earn the Waste Pro Safety Award for:

- ✓ A spotless work record for three years
- ✓ Excellent customer service
- ✓ No accidents, injuries, or property damage
- ✓ Having a positive attitude and attendance record
- ✓ Along with a well-kept truck.

Waste Pro believes that this program greatly elevates the level of service to the communities we serve.



Community Event Involvement

Waste Pro cares about the communities we serve and our responsibility to give back to the community, throughout each of the 206 exclusive municipal contract areas. Waste Pro spends well more than \$1 million dollars annually for community organizations and events for the elderly, youth, education, health, sports, veterans, disaster recovery and more. This wide range of organizations includes but not limited to:



- Business organizations
- Nonprofit corporations
- Nonprofit organizations
- Public nonprofit corporations

Waste Pro is proud to play a part in the enhancement of the communities we serve.



Community Support Activities

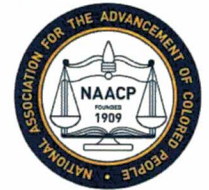
Waste Pro Strongly believes in caring for our communities and proudly provides financial and operational support for a wide range of local, national, and regional programs, in the southeast. We believe in getting involved and giving back to the communities that we partner with.



- ✓ American Cancer Society
- ✓ Local Rotary Clubs
- ✓ The Children's Advocacy Center
- ✓ Boy's and Girl's clubs
- ✓ Mayors Golf tournaments Police Foundations
- ✓ The Leukemia and Lymphoma Society
- ✓ Back packs for kids
- ✓ N.A.A.C.P. annual Freedom Fund
- ✓ Local youth fishing Tournaments
- ✓ Martin Luther King Jr. Birthday Celebration
- ✓ League of Cities Sponsor
- ✓ Jazz Festivals
- ✓ High School Athletics Golf Tournament
- ✓ South Daytona Sparkle Days
- ✓ Neighborhood watch
- ✓ And many more.



BOYS & GIRLS CLUBS
OF PORTLAND METROPOLITAN AREA





Clarifying Statements

Waste Pro is willing to negotiate any portion of our proposal upon request.

Section 3 Scope of Services, Page 16 “Roll Out Carts”:

The section reads in part... “Equipment furnished during the duration of the Contract shall become property of the municipality at the option of the municipality upon termination of contract.” In the event that the Contract is terminated early, the Village/Town agrees to pay Waste Pro a pro-rated value for carts and other equipment in order to maintain ownership of those carts or other equipment.

Section 9 Recordkeeping, Page 30:

If a combined collection option is selected, it should be understood that in order to achieve more efficient routing, a combined collection route will be utilized, and all reporting driven from the collection of those materials will be in a combined format. Household averages will still be available, but Village/Town specific data may not be.