


# CITY OF JOPLIN

## PROPOSAL FOR JOPLIN MUNICIPAL SERVICES

SUBMITTED BY;

WASTE CORPORATION OF MISSOURI LLC

December 8 2020

December 8, 2020

City of Joplin
Lynden Lawson- Asst. Director of Public Works
602 S. Main
Joplin, MO 64801

RFP: Proposal #102-2020

Dear Mr. Lawson,

Waste Corporation of Missouri LLC is pleased to submit a bid for waste removal services pursuant to the City of Joplin's RFP #102-2020 for services within the City of Joplin. Waste Corporation of Missouri LLC is a Corporation in Good Standing with the State of Missouri and has over 20 years' experience in the waste industry ranging from operation of Hauling Companies, Landfills, and Transfer Stations as well as servicing Municipalities and subscription customers with contracted waste removal services. Waste Corporation of Missouri LLC, also recognized as WCA, has the financial backing and experience to offer a full range of waste services covering residential, commercial, industrial, and recycle needs as well as special waste services. WCA owns many of the Transfer Stations we utilize, such as the Joplin Transfer Station, but also specializes in managing and operating 3rd party facilities.

Per the City of Joplin's RFP, Waste Corporation would guarantee the information contained in this submittal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the WCA's knowledge. This submittal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts. The proposal contained herein is a firm offer for the initial three (3) year term of the City contract as detailed in the RFP.

Waste Corporation looks forward to developing a business partnership with the City of Joplin and we would be delighted to respond to any questions or need for information the City might have. Please feel welcome to contact me via phone, 417-849-6988, or email, mmurray@wcamerica.com, at your convenience.

Respectfully,

*Max Murray*

Max Murray
Regional Municipal Marketing
Waste Corporation of Missouri LLC

# BID SUBMITTED BY

**Waste Corporation of Missouri LLC**

**Name and Address of Proposer:**


**Waste Corporation of Missouri LLC**
**2211 W. Bennett**
**Springfield, MO 65807**
**Phone: 800-323-7548 or 417-851-1900**
**Fax: 417-832-0650**
**TIN 76-0657707**

**Authorized Representative:**
**Randy Thompson – Region I**
**District Manager, Missouri South**
**417-851-1915**
**rthompson@wcamerica.com**

**Contact for RFP:**
**Max Murray**
**Municipal Marketing**
**417-849-6988, fax 417-832-0650**
**mmurray@wcamerica.com**

**Service Contact:**
**Bryan Franks**
**Assistant District Manager**
**3700 West 7th Street**
**Joplin, MO 64802**
**417/866-9537**
**bfranks@wcamerica.com**

**Dan Boley**
**Joplin Hauling Manager**
**3700 W. 7th Street**
**Joplin, MO 64802**
**800-747-7701**
**dboley@wcamerica.com**

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**CITY OF JOPLIN**

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Letter of Transmittal

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December 8, 2020

City of Joplin
Attn: Lynden Lawson
Asst. Director of Public Works
City Hall
602 S Main, 4th Floor
Joplin, MO 64801

RE: Solid Waste Collection Services Proposal No. 102-2020

Dear Mr. Lawson,

Waste Corporation of Missouri, LLC is pleased to submit our proposal for the City of Joplin for waste hauling and disposal services for the Joplin Municipal Facilities. We have carefully examined all of the RFP documents and have a clear understanding of the requirements necessary to meet and exceed the community's needs.

As WCA's District Manager for Missouri-South, I am firmly committed to seeing that WCA exceeds the needs of our partner Communities when it comes to solid waste and recycling collection. Community service – both at the municipality level and in the community itself – is the hallmark of WCA's corporate philosophy. Quite simply, every member of our team – from the drivers, to our customer service representatives, and to our supervisors who oversee the routes – everyone strives to be the best in the industry. It is our promise to you that we will uphold the stringent standards that the City and Staff expect. To highlight our expertise, please consider the following as you evaluate our proposal:

- WCA has a proven track record in serving municipalities in Missouri and Kansas throughout our markets and we understand the intricacies involved in successful municipal transitions. Every business experiences challenges of some type as they grow their business. With entry into any new marketplace we anticipate expanded challenges in improving our labor performance and adherence to service standards as expected. The real test of a business's commitment to their customers is the willingness to identify / take responsibility for underperformance and implement a performance improvement plan.

- WCA strives to be a leader in the waste industry by maintaining the highest levels of control over our operations, customer service, environmental responsibilities, safety and other critical areas. This focus will enable WCA to provide unparalleled service to the facilities of the City of Joplin.

- With WCA, safety is a core value of our company. The well-being of our customers, employees, and local communities is embedded in our culture. To illustrate the importance of our safety

culture, WCA created the 1,000 days of Safety program whereby employees can earn a $10,000 safety bonus by adhering to the high standards of WCA's safety philosophy.

- WCA takes care of our employees, which includes paying some of the highest wages in the industry in many of our markets we serve. We do this to ensure we have stability in our workforce which allows us to provide our world class service.

- WCA has a long history of giving back to the communities we serve, as evidenced by our commitment to getting involved at the local level in community clean-up days, as well as our support to MD Anderson's breast cancer awareness research by bringing visibility with our pink ribbon collection trucks.

- WCA uses the latest technology and leading software systems in our industry. These systems include comprehensive billing, routing, customer service, real time tracking, and reporting at the individual customer level.

- With the resources of a professional Corporation, WCA is also a local company well positioned to meet local needs. We have a decentralized management system that enables our local teams to make real-time decisions on the ground when situations arise. With WCA's current Hauling Facility located in the City of Joplin, our emergency response services are fast and effective as proven by our performance following the Joplin Tornado in May of 2011. WCA worked hand in hand with FEMA to construct and operate an open-air transfer station to perform emergency recovery services for the Community.

I want to thank you for the opportunity to be of service to the City of Joplin as well as the opportunity to build a long-lasting partnership with the City.

Enclosed are the documents required by the RFP. WCA currently provides similar services in many municipalities across the States of Kansas and Missouri.

After reviewing our proposal, we are confident you will agree that WCA has the experience, commitment to service, financial backing, and qualifications to be the right provider for the City of Joplin into the future. Should there be any questions regarding our response, we would welcome the opportunity to answer any questions.

Sincerely,

Randy Thompson
District Manager WCA MO-South
Waste Corporation of Missouri, LLC

CERTIFICATE OF AUTHORITY.

**WASTE CORPORATION OF MISSOURI, LLC**

**OFFICER'S CERTIFICATE**

September 10, 2020

The undersigned, Michael A. Roy, hereby certifies that he is the duly elected and qualified (i) Vice President, General Counsel and Secretary of Waste Corporation of Missouri, LLC, a Delaware limited liability company that is authorized to transact business in the State of Missouri as WCA of Missouri, LLC ("WCA - Missouri"), (ii) Senior Vice President – General Counsel and Secretary of WCA Waste Corporation, a Delaware corporation and the parent company of WCA – Missouri ("Parent"), and (iii) Vice President, General Counsel and Secretary of WCA Waste Systems, Inc., a Delaware corporation and the sole member of WCA – Missouri ("Waste Systems").

The undersigned further certifies that:

1. WCA – Missouri is a wholly-owned subsidiary of Parent and Waste Systems.

2. Parent and Waste Systems conduct their solid waste collection, disposal and recycling business in the State of Missouri through and under WCA – Missouri.

3. Randy Thompson has been duly appointed and qualified and is currently serving as a District Manager of WCA – Missouri and, in such capacity, Mr. Thompson is an authorized agent and representative of WCA – Missouri (as well as Parent and Waste Systems) with respect to all business activities and contractual matters of WCA – Missouri.

4. Pursuant to resolutions duly adopted by Waste Systems, as the sole member of WCA – Missouri, and in accordance with WCA – Missouri's Operating Agreement, Mr. Thompson has been duly authorized and empowered to negotiate, enter into and execute, in the name and on behalf of WCA – Missouri, any agreements, contracts, documents, instruments, certificates and other commitments and obligations that he deems or believes to be advisable and in the best interests of WCA – Missouri, Parent and Waste Systems in connection with operations and activities of WCA – Missouri in the State of Missouri, including, but not limited to, municipal bids and submissions, proposals and offers made pursuant to any municipal or other governmental requests for proposal ("RFPs") in the State of Missouri, and any contracts, certificates, affidavits, bid bonds or other documents required of WCA – Missouri, Parent and/or Waste Systems in connection with any municipal bids or RFPs in the State of Missouri.

5. As is common in a holding company organizational structure, Waste Systems performs consolidated billing, collection, cash management and banking services for Parent's subsidiaries, including the billing and collection of amounts owed to WCA – Missouri under municipal contracts pursuant to which WCA – Missouri performs solid waste collection, disposal and recycling services. Accordingly, any invoices or other billing statements from Waste Systems and all payments made to Waste Systems pursuant to such invoices and other billing statements are and will be deemed valid and authorized invoices from and payments to WCA - Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand, this 10th day of September, 2020.

By: _____
Name: Michael A. Roy
Title: Vice President, General Counsel of WCA of Missouri, LLC and WCA Waste Systems, Inc. and Senior Vice President – General Counsel and Secretary of WCA Waste Corporation

# TAB 2

# OVERVIEW

Corporate Structure WCA

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# WCA Waste Corporation



**WCA Company History:**

WCA was founded in Houston, Texas in 1998, its corporate headquarters is in Houston, and it maintains a team of experienced, knowledgeable, and dedicated Corporate based staff. As of January 1, 2019, WCA is providing services to over 650,000 residential, commercial, industrial customers. With over 950 collection trucks with 1,700 employees, WCA owns and operates 21 landfills, 28 transfer stations, 5 energy recovery stations, and 33 collection facilities in 11 states as well as 2 fully operational MRF's.




WCA strives to be a leader in the solid waste industry and holds itself to the highest environmental and ethical standards. The WCA management team is committed to creating a company culture where employees understand and respect the value of protecting the environment and is driving forward new initiatives such as Compressed Natural Gas fueled trucks to reduce its carbon footprint. Across the broad spectrum of WCA landfills, transfer stations and hauling centers, the company has implemented many specific projects internally to ensure we live up to the high sustainability standards we have set as a company. For example, in the Fort Bend Regional Landfill, the 1,200 acres that exist on the south portion of Davis Estate Road include our Wetlands project which encompasses 31 acres of mitigated wetlands. The property has not had any excavation performed on it and includes two beautiful lakes. WCA takes pride in giving back to the communities it serves and has been instrumental in recovery and community assistance efforts following major events such as Tropical Storm Allison, Hurricanes Ike and Katrina, and tornados in Joplin, Missouri and Moore, Oklahoma.

Having been publicly listed since 2004, WCA was taken private by Macquarie Infrastructure and Real Assets (MIRA) in 2012. MIRA is a global leader in infrastructure and real asset management with over $90 billion of assets under management across 24 countries. MIRA invests with a long-term outlook, and has a reputation for sophisticated asset management, seeking to increase the strength and efficiency of its businesses through careful investment. MIRA has invested in 140 infrastructure assets globally since its formation, is two times larger than the next-largest peer for infrastructure investment, and has developed a successful track record of investing in 7 waste and waste-to-energy assets globally (including WCA) since first investing in 2007.

Today, WCA is led by an experienced group of industry experts with over 100 years of waste sector experience. Collectively, this team has managed large divisions of publicly-traded entities, private equity- backed consolidators and privately-held family operations.

WCA has the commitment, the experience and financial resources that has positioned us as a leading waste services company in the Missouri market. WCA is "*on the move*" to provide the City of Joplin City and its residents with outstanding customer service and the best price.



**Relevant Developer Experience**

WCA is experienced in developing waste-to-energy and material recovery projects and currently has landfill gas to power plants in Kansas and Missouri, landfill gas to bio methane in Texas and Oklahoma, and 14

facilities permitted for material recovery in states ranging from Texas, Florida, and Missouri. WCA is well versed in all conversion technologies and has been working with a number of proven technology providers to employ some of these technologies at WCA facilities (material recovery facility, landfill gas treatment to produce bio methane, and CNG plant).




**Missouri-South Management Summary:**

**Randy Thompson – District Manager – Missouri - South**

The District Manager for the Southern Missouri Territory is Randy Thompson who has been with the Company since December of 2013. Randy has 23 years of experience in the waste disposal industry with practical experience encompassing transfer station operations, hauling company operations, and landfill operations. Randy is responsible for multiple municipal solid waste landfills, transfer stations, and hauling companies providing solid waste collection, recycling and disposal services throughout Missouri, Kansas, Kentucky, and Tennessee. In past positions of responsibility, Randy has implemented and maintained municipal contract services for several cities. As District Manager, Randy is responsible for the performance and expansion of the Southern Missouri Territory as well as customer satisfaction, growth, and retention. Randy has completed the Missouri Department of Natural Resource's Solid Waste Certification training course.

**Bryan Franks – Assistant District Manager / Municipal Liaison Missouri - South**

Bryan is the District Operations Manager of WCA Waste Corporation's Missouri South District. Bryan has over 13 years experience in the waste disposal industry with professional experience managing hauling operations, transfer stations, landfill operations, material recycling facilities, and municipal contracts. As the District Operations Manager, Bryan is responsible for 2 municipal solid waste landfills, 6 transfer stations, and 5 solid waste hauling divisions providing solid waste collection, recycling and waste disposal services. Bryan's experience in the waste industry began with Republic Services and later with Clean Harbors.

**Lana Alderdice – District Sales Manager of Missouri South & Kentucky Districts**

Lana is the District Sales Manager which covers marketplaces in Missouri, Kansas, Kentucky, and Tennessee. Lana's experience includes over 25 years of solid waste industry experience in various positions. Lana is responsible for directing the development of Sales and Marketing initiatives across the District and for maintaining relationships with both Municipal and Open Market customers. Lana's experience in the waste industry began with United Waste and has continued to include sales managerial positions with USA Waste and Republic Services. Lana has completed numerous continuing education courses ranging from those specific to

the waste industry to those that support the development of programs to support customer satisfaction and revenue growth.

**Max Murray – Municipal Marketing Manager**

Max Murray has been involved in the waste industry for 50+ years, beginning as a helper on the collection truck in a family owned business. Max was the third generation of his family to be in the waste removal industry and was an owner / operator of the core Springfield waste business originally purchased by Waste Management in 1987 and subsequently sold to Waste Corporation in 2000. Max has filled various roles throughout his waste career ranging from driver/owner, Operations Manager, Division Manager, and Sales Manager. Current responsibilities include Municipal Marketing Manager responsibilities. Max has been responsible for marketing everything from commercial & industrial services, to Landfill and Transfer Station services, as well as participating in Municipal Bids throughout Missouri.

**Matt Sanders – District Director of Engineering and Compliance**

Matt Sanders has been in the Solid Waste Industry for 20 years. He spent 6 years with Waste Management and 20 years with WCA Waste Corporation. In addition to District duties covering multiple sites, Matt is currently Landfill Manager of WCA's Oak Grove Landfill located in Arcadia Kansas. Matt has been involved with all aspects of daily Landfill operations starting out as general labor and working up to Landfill Manager in 1999. In 2007 Matt was involved in the Transfer Station construction in Labette County KS and currently serves as the manager of the facility along with his Landfill responsibilities. In 2010 Matt worked alongside Enerdyne Power Systems to bring the gas-to-energy facility online at the Oak Grove Landfill. Matt has attended the SWANA Managers of landfill Operations course and participates annually at the KDHE SWANA Training courses. Matt has attended the EPG Companies Pump Service School and has been involved with the installation of multiple EPG pumps, control panels and sumps.

**Marcus Gardner – South District Drive Trainer**

Marcus has held various positions with WCA including route driver, dispatcher, Supervisor, and driver trainer. Marcus has filled the roll as Safety coordinator for Missouri – South District for three years with superior performance in accident prevention and driver safety training. Work experience includes responsibilities at Landfills, Transfers Stations, MRFs, and Hauling operations. Within the realm of Health and Safety Marcus covers regulations dealing with OSHA as well as DOT regulations including highway transportation and hours of service.

**Dan Boley – Operations Manager of Joplin Hauling**

The Operations Manager for WCA is Dan Boley who has been with the Company since 2017. Dan has over 14 years' experience in operational management with the most recent in the waste disposal industry. Dan has served in many different capacities for WCA. Dan has extensive training and experience ranging from transfer station operations, hauling company operations, and landfill operations. As Operations Manager, Dan is responsible for the performance and expansion of the existing Hauling Company as well as customer satisfaction, growth, and retention. Dan's responsibilities encompass 7,200 sq mi market area, stretching from east of Sarcoxie to Neodesha Kansas and from the Arkansas border to north of El Dorado Springs. Dan fully understands the importance of supplying and maintaining superior service for contracted Municipalities.

**SCOPE OF WORK:**

WCA's management team is confident that the company's services will exceed the expectations of the City of Joplin and City Staff. WCA will work together with the solid waste department managers to keep the collection services on schedule to minimize any disruptions. WCA will keep the same routes and service levels that the City requests. WCA understands the importance of customer service and meeting the needs of the community.

**Customer Service** – ***It's A Way of Life***

WCA believes that the first impression to a customer is the most lasting one, and WCA wants the customer to be able to feel that they are important. Live Customer Service Representatives (CSR) answer the phone during normal office hours.



- Each CSR is knowledgeable in WCA collection service guidelines.
- Each CSR is always expected to conduct his or herself in a professional manner.
- CSR's work together with managers to communicate all requests and concerns.
- All customer concerns or requests will be addressed promptly.

Customer Service is the heart of our company. WCA provides our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

We currently have several full time customer service reps whose primary responsibility is to address customer needs. Our goal is to provide answers and resolve issues on the spot. When calls need to be elevated to our operations team for additional information, we are committed to resolving issues within 24 hours or less.

Our customer service does not stop here. Everyone at WCA understands the importance of taking care of our customers. The Site Manager, operations and drivers all play a role in exceeding customer requirements. Our organization practices a "Continuous Process Improvement" approach to customer service which focuses on cross-training and corrective action teams (e.g. customer service reps frequently travel with drivers and administrative staff is trained in customer service). This gives our entire team a better understanding and appreciation for the various components to provide quality service, and the ability to get to the root cause of service issues.

You will find our drivers to be friendly and courteous and willing to go to the extra mile to meet the needs of our customers. They are all equipped with communication devices and are in constant communication with our office to address and resolve any issues that may arise during hours of operation. Our drivers receive specific training which includes; safety, DOT regulations, vehicle care and maintenance, customer interaction and emergency response. All our drivers are required to wear hi-vis uniforms designed for safety and a professional appearance within your community.

Communication and education are key ingredients to building a solid partnership and reducing customer complaints. This is where you will find that we excel. Our core competency is to remove trash from your facilities and resolve issues directly with the customers that we serve. Our goal is to eliminate as much of this burden from the City Administration so that you can focus on your daily requirements. Customers can communicate with us via phone, fax, or e-mail but we will also push information out to them via direct phone contact or email correspondence.

As an outsourced service provider, we understand that we are a critical extension to the City of Joplin, and we take this position very seriously. By selecting WCA for this agreement you have our commitment that we have the expertise and financial resources to meet your requirements, that will make this a seamless transition and that we will exceed your expectations.

WCA shall have both the Assistant District Manager, Bryan Franks, and Site Manager, Dan Boley, assigned to monitor the needs of the City of Joplin and provide subsequent service. The Manager is responsible for the daily operations of the hauling company to ensure that all customers are serviced on schedule as requested. The Manager will be accessible Monday through Friday for customer requests or to address issues as needed. Additionally, an assigned representative **shall check in with appropriate City designee as often as needed** to ascertain that the City's needs are being addressed as well as resolve any service issues that may have been identified.

The City of Joplin shall also be assigned a specific “in house” Representative for resolution of any Customer requests regarding service changes (increases or decreases in service). The Representative shall be responsible to process and address any service changes requested by the City. The combination service representative / dispatcher shall be empowered to resolve Joplin residential issues with minimal time delays.

The City of Joplin shall have access to direct phone numbers for all aforementioned personnel as well as cell phone contact numbers for management personnel operating off site. Site Manager, Dan Boley, shall be the assigned point of contact for all City of Joplin operational requests.

WCA’s local office is located at 3700 W 7$^{th}$ Street, Joplin, MO 64802 with a toll-free number at 800-747-7701. The Hauling facility will be open to the public Monday through Thursday, 8:00 a.m. to 4:30 p.m. and Friday 8:00 to 4:00 pm, with the transfer station operating Monday through Friday, 7:30 a.m. to 3:30 p.m...

Assuming a successful award of the Joplin Municipal Building Contract, WCA would immediately begin ordering new containers and planning for the integration of the City Facilities into our current routing schedules..

## Solid Waste Collection




WCA will be placing new or refurbished containers at all Joplin Facilities with a focus on supplying front load style containers wherever possible and rear load containers or carts in areas that require such equipment. Containers requiring wheels will be identified and arrangements will be made to accommodate the necessity for wheels. Containers requiring location within pen enclosures shall be located accordingly.

WCA's commercial service will be customized to meet the needs of the City of Joplin. We offer a variety of services and equipment from front loading trucks, to traditional rear loading trucks, to advanced automated loading vehicles. Depending on the City's needs, the required equipment will be utilized. WCA has the ability to meet your needs.

## Roll-off Waste Collection Services

WCA will provide roll-off collection services for bulky waste / items as needed in compliance with the City RFP #102-2020 as needed. Roll-off waste will be removed on an "on call" or scheduled service depending upon the needs of the City. Any roll-off units requiring disposal of waste at the Joplin Transfer Station or WCA Landfill in Arcadia, Kansas, will be charged an appropriate disposal cost based upon the weight of the materials emptied. All disposal fees will be documented with weight tickets from the scale house showing the entry and exit weight of the trucks using the facility. Roll-off containers are available in 20, 30, and 40 cubic yard capacitys.

## Safety – *A Company Wide Initiative*

Collecting solid waste consistently ranks as one of the most dangerous jobs in the United States, and the safety of employees and customers is a main concern at WCA. Each site has its own safety manager, who works to create a culture of safety in their local area. Like many others in the industry, WCA rewards its employees with safety bonuses. WCA believes that rewarding good behaviors leads to the best results. Happy employees are safer employees. WCA's management team believes that you must practice what you preach in safety and applies this thinking throughout the corporation.

WCA strictly follows all current safety regulations and compliances to adhere to all DOT and OSHA standards. The addition of Drive Cam systems to our fleet of trucks has proven invaluable in identifying dangerous situations and coaching our employees as to best practices.

***Safety - Training & Education***



WCA has safety briefings with drivers and helpers each morning before going out on their route. WCA wants to instill good safety practices and behaviors to all drivers and helpers who service our customers. **WCA takes safety seriously!**




**<u>Maintenance Operations</u>**

WCA takes pride in its fleet and over the years has developed an extensive maintenance program. WCA trucks must perform each day and having an effective pre-trip and post trip operation is integral to maintaining the vehicles. It starts with the driver and the driver's responsibility to communicate any equipment issues to the maintenance department.

WCA's maintenance team has established a world-class preventive maintenance program that exceeds industry standards. The maintenance team has an established program for all the vehicles and equipment.

Vehicle reports are reviewed daily to identify any potential issues, perform regular service, set up service standards, and routine inspecting of the vehicles.

The equipment and vehicle information are uploaded into a maintenance software system that manages the "life" of the vehicle. This program is effective in reducing costs, parts, and inventory; helps manage fuel, oil, and other fluids as well as wear on items such as tires.

**<u>Emergencies – Storms – Hurricanes</u>** *WCA will be there to help; you can count on it!*

WCA knows how to handle storms and emergencies. The company places an emphasis on preparatory operational measures such as having generators, securing the facility, trucks, etc., but also has experience in dealing with the aftermath of a storm. This is where it really counts, when the streets are barely passable, debris is everywhere, and the clean-up must begin.

WCA was in Joplin, Missouri when the tornadoes hit, not to just clean up the debris but to be there for the community, the families and the employees that were affected. WCA hit the streets and went to work cleaning up the debris and helping the community. The WCA Team was also there for Ike and Katrina, both of which caused tremendous damage to the Gulf States. WCA was there to help the communities it serves in these

emergencies and WCA will be there for the City of Joplin and its residents when the need arises.

Joplin, Missouri - May 23rd, 2011

F5 Tornado – Destroyed 8,000 Structures – Cost $3 Billion.



WCA set up a second Transfer Site, three scale staging areas and permitting all within 72 hours and just within (1) mile from Epicenter. WCA processed over 5,800 loads of Strom Debris - 53,900 tons of material and shipped 45 miles to WCA landfill.

WCA has the history and experience to be the partner that the City of Joplin is looking for to handle its solid waste collection and disposal services. As you have reviewed our proposal you will see that not only financially, but through the personnel, experience, and customer service, WCA is the preferred decision for the City.

**WCA is there to get the job done *"right the first time*!"**

Latest News: In October of 2020, WCA Waste Corporation was purchased by GFL Environmental Services which is a National Company listed on the New York Stock Exchange. WCA of Missouri LLC retains it's Corporate status with direct reporting to the Corporate Headquarters located in the United States. GFL now provides services in 9 Canadian Territories and 27 States within the U.S.

WCA is excited about this venture as it provides further opportunities for growth as well as extensive financial backing.

# LITIGATION

## WASTE CORPORATION OF MISSOURI LLC

- Waste Corporation of Missouri LLC is under no litigation for any legal action.

# TAB 3

# TECHNICAL INFORMATION

## SECTION 3. B. 1

## SECTION 3. B. 2. a

## SECTION 3. B. 2. b

## SECTION 3. B. 2. c

## 3. B. Technical Information

3. B. 1 Proponents understanding of the Scope of Work.

- WCA shall deliver all equipment as listed in RFP #102-2020 48 hours prior to the commencement of service to ensure City Facilities have containers on site, ready for use, after the incumbent service provider removes their equipment. In the event there is insufficient space to stage the WCA equipment in the proper location, containers will be staged in the closest available location and relocated into pen enclosures or assigned location as soon as such space is available. All services shall be routed on the day assigned by the City thus preserving the current schedule of services. Services will be provided by WCA front load or rear load trucks as applicable.

3. B. 2 RFP: Provide a response to each of the minimum requirements and questions below. It is suggested that your response identify each requirement and question by item number.

3 B. 2. a Provide a description of how you will communicate with City employees regarding trash service, including notification of changes in service, complaint response, etc.

- WCA shall communicate directly with City designee via phone, text, or email regarding any service issues experienced. Communications shall include, but not be limited to, projected equipment delivery dates and any routing changes that may be necessary. WCA shall provide an email address specifically for the City of Joplin to use for direct email contact as well as provision of a local phone number. Because it would be WCA's intention to comply with the schedule of services required by the City, there should be minimal disruption of service thus insuring a smooth transition of service providers. WCA shall create, track, and resolve any incoming customer complaints per provisions as detailed in the City RFP. Resolution of any complaint sent to WCA shall receive priority status and resolved per RFP requirements. WCA shall be proactive in informing the City of any potential issue or danger WCA Driver's identify in order to protect City property and personnel. WCA shall communicate via cell, text, or email, to forewarn City designee of any substantial service delays due to weather or accident thus reducing the number of phone calls to the City or WCA facility.

3. B. 2. b Provide a detailed explanation as to how the Proponent will handle holidays and extreme weather situations that prevent regular scheduled collection of solid waste. Include an emergency plan in the event of a prolonged interruption of a week or more.

- Waste Corporation shall observe the following three (3) Holiday's each year:

  Thanksgiving
  Christmas
  New Year's Day

  Should a recognized Holiday occur on or before a normally scheduled service day, the service for that week shall be delayed by one (1) day with service routes operating on a Saturday of that week to accommodate each day's needs.

It shall be the intent of Waste Corporation to make certain each City Facility is

serviced as scheduled on a weekly or as needed basis.

In the event of adverse weather causing a delay of service, a similar program shall be used to catch up any missed services and reestablish the expected service schedule to the normal day. City Facility service information shall be made available to the City via existing communication resources with City and WCA being in agreement as to the best manner to reestablish needed services.

In the event of an emergency situation creating a prolonged interruption of service, the City and WCA shall be in direct communication and a mutually agreeable plan shall be implemented to establish a time line required to normalize service schedules.

Waste Corporation shall have sufficient emergency equipment on site to fulfill service obligations and commitments in the event of equipment failure. With our vast network of Missouri facilities, as well as Corporate resources, equipment can be relocated at a moment's notice to accommodate service failures. The current business model for the City of Joplin contract was built on the assumption of utilizing the WCA owned Transfer Station on the west-side of the City on 7th Street for disposal services. In the event our primary disposal facility was to have an unscheduled shut down for any reason, WCA has options available. WCA could utilize our fully permitted Landfill in Arcadia, Kansas to direct haul any waste collected under the City contract for disposal. Additionally, in the event of an unforeseen catastrophe, Joplin City waste materials could be directed to our Springfield, MO. transfer station and shipped to the WCA owned and operated landfill in Hartville, MO. known as Black Oak Landfill. Black Oak Landfill is also recognized as being in Good Standing with the Missouri DNR.

3. B. 2. c The City desires to pursue a multi-year agreement ….

- WCA has provided appropriate pricing and anticipated future cost adjustment parameters per the City RFP on the appropriate Forms labeled "Offer and Schedule of Fees and Expenses" as contained in this proposal, TAB 4. As specified by RFP #102-2020, the initial term of the contract shall be for three (3) years with no increase in fees allowed.

- Refer TAB 3 - WCA has addressed all minimum levels of service required.

# TAB 4

# RATE PROPOSAL

OFFER AND SCHEDULE OF FEES

AND EXPENSES

**C. OFFER AND SCHEDULE OF FEES AND EXPENSES**

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

**1) SCHEDULE OF FEES FOR A THREE (3) YEAR CONTRACT:**

**ITEM ONE**: Provide for the collection and disposal of all City facility waste as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

| CONTAINER SIZE | SOLID WASTE PRICE per PULL |
|---|---|
| 40 Cubic Yard Roll-Off | $ 75.00 each |
| 30 Cubic Yard Roll-Off | $ 75.00 each |
| 20 Cubic Yard Roll-Off | $ 75.00 each |
| 2 Cubic Yard Dumpster | $ 6.63 each |
| 4 Cubic Yard Dumpster | $ 8.84 each |
| 6 Cubic Yard Dumpster | $ 13.75 each |
| 8 Cubic Yard Dumpster | $ 17.31 each |
| 90 or 96 Gallon Polycart | $ 2.50 each |

* Any roll off requiring waste disposal shall be charged a fee of $45.00 per ton

**ITEM TWO:** Provide for the collection and disposal of City facility waste ***which may contain Sanitary Sewer and Paper Sewage waste*** at bar screen facilities (Turkey Creek Waste Water Plant and Shoal Creek Waste Water Plant) as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

| CONTAINER SIZE | SOLID WASTE PRICE per PULL |
|---|---|
| 2 Cubic Yard Dumpster | $ 6.63 each |
| 4 Cubic Yard Dumpster | $ 8.84 each |
| 6 Cubic Yard Dumpster | $ 13.75 each |

**CITY OF JOPLIN SOLID WASTE SERVICES - APPENDIX A**
**updated 28 October 2020**

| LOCATION | ADDRESS | CONTAINER QUANTITY | CONTAINER SIZE | FREQUENCY |
|---|---|---|---|---|
| City Hall | 602 S. Main Street | 1 | 4 CY | 1/week |
| Joplin Public Library | 1901 East 20th Street | 1 | 4 CY | 1/week |
| Health Dept./Women Infant Children | 321 E. 4th Street | 1 | 4 CY | 2/week |
| ***Justice Center | 303 E. 3rd Street | 2 | 4 CY | 1/week |
| Parks Department | | | | |
| Parks Department Office | 3010 W. 1st Street | 1 | 4 CY | 1/week |
| Joplin Sports Complex | 3301 W. 1st Street | 2 | 2 CY | 1/week |
| Joplin Sports Complex-Softball/Soccer Field | 3301 W. 1st Street | 4 | 4 CY | 1/week |
| Landreth Park | 500 NW Murphy Blvd | 1 | 4 CY | 1/week |
| Gabby Street Ballpark | S. Adele Ave. & W. 16th St | 1 | 4 CY | 1/week May-Sept |
| Joe Becker Stadium Parking Lot | 1301 E 3rd St/High & Jasper | 1 | 4 CY | 1/week Nov-Feb |
| Joe Becker Stadium Parking Lot | 1301 E 3rd St/High & Jasper | 1 | 4 CY | 3/week March-Oct |
| Joe Becker Stadium Parking Lot | 1301 E 3rd St/High & Jasper | 1 | 6 CY | 1/week Nov-Feb |
| Joe Becker Stadium Parking Lot | 1301 E 3rd St/High & Jasper | 1 | 6 CY | 3/week March-Oct |
| Carver Day Care | 520 School Avenue | 1 | 2 CY | 1/week June-Aug |
| Schifferdecker Pool | 4th St & Schifferdecker Ave | 2 | 4 CY | 5/week May-Aug |
| Cunningham Pool | 25th & Porter Avenue | 1 | 4 CY | 5/week May-Aug |
| Ewert Pool | 7th & S. Murphy Boulevard | 1 | 4 CY | 2/week May-Aug |
| Memorial Hall | 212 W. 8th Street | 1 | 4 CY | 1/week |
| Golf Course Maintenance | 3302 W. 1st Street | 1 | 4 CY | 2/week April-Oct |
| Golf Course Maintenance | 3302 W. 1st Street | 1 | 4 CY | 1/week Nov-March |
| Golf Course Club House | 506 S. Schifferdecker Ave | 2 | 4 CY | 2/week April-Oct |
| Golf Course Club House | 506 S. Schifferdecker Ave | 2 | 4 CY | 1/week Nov-March |
| Public Works Center - Parks | 1301 West 2nd Street | 11 | 4 CY | 3/week April-Oct |
| Public Works Center - Parks | 1301 West 2nd Street | 6 | 4 CY | .5/week Nov-March |
| Airport Department | | | | |
| *Airport ATC Tower | 600 N. Colonial Drive | 1 | 2 CY | 1/week |
| Airport Main Terminal | 7331 Highway 43 | 1 | 6 CY | 2/week |
| Airport General Aviation Terminal | 5501 N. Dennis Weaver Dr. | 1 | 4 CY | 1/week |

| | | | | |
|---|---|---|---|---|
| **Airport T-Hangers | 5501 N. Dennis Weaver Dr. | 14 | 90 Gal Cart | 1/week |
| Public Works Center | | | | |
| Central Garage (at PWC) | 1301 W. 2nd Street | 1 | 4 CY | 1/week |
| Sign Shop (at PWC) | 1301 W. 2nd Street | 1 | 4 CY | 1/week |
| MAPS Admin. Building | 123 S. Main Street | 1 | 2 CY | 1/week |
| Nuisance Roll-Off at PWC | 1301 W. 2nd Street | 1 | 40 CY Roll-Off | As Needed |
| Fire Department | | | | |
| Fire Station #2 | 2825 W. Junge Boulevard | 1 | 2 CY | 1/week |
| Fire Station #3 | 2727 Newman Road | 1 | 2 CY | 1/week |
| Fire Station #4 | 3402 S. Hearnes Boulevard | 1 | 2 CY | 1/week |
| Fire Station #5 | 3223 S. Texas Avenue | 1 | 2 CY | 1/week |
| Fire Station #6 | 5302 W. 32nd Street | 1 | 2 CY | 1/week |
| Public Safety Training **Center** | 5102 North Swede Lane | 1 | 2 CY | 1/week |
| Waste Water Department**** | | | | |
| Turkey Creek Waste Water Plant | 3457 Eddy Lane | 1 | 6 CY | 3/week |
| Turkey Creek Waste Water Plant | 3457 Eddy Lane | 6 | 2 CY | 3/week |
| Shoal Creek Waste Water Plant | 2860 Apricot Drive | 1 | 4 CY | 3/week |
| Shoal Creek Waste Water Plant | 2860 Apricot Drive | 1 | 2 CY | 3/week |
| Tin Cup Lift Station | 1801 West Glendale Road | 1 | 4 CY***** | 2/week |

** Driver to push button at gate; tower personnel will see driver in camera before entry is permitted*

*** Driver must have an airport personnel "escort." Please work with contact below to schedule consistent p/u time Contact for Airport is Peter Kaufmann. Driver must call 417-437-1710 (answered 24/7) for an escort inside. Peter Kaufmann cell is 417-499-8988*

**** We are requesting that the two dumpsters are placed at opposite sides of the building*

***** All dumpsters from the Waste Water Department may contain sanitary sewer waste that must be properly disposed.*

****** This dumpster must be on wheels.*

# TAB 5

# FINANCIAL STATEMENT

## PROPRIETARY & CONFIDENTIAL

Legal Note regarding Document

To Whom It May Concern:

The financial statements of WCA Waste Corporation and all subsidiaries, including Waste Corporation of Missouri, LLC (WCA of Missouri, LLC) are prepared, audited, and certified on a consolidated basis. As such, a separate certified/audited financial statement is not prepared for the bidding WCA subsidiary (i.e. Waste Corporation of Missouri, LLC/WCA of Missouri, LLC).

The financial information provided by Proposer/Bidder is Confidential and is subject to being closed under Mo. Rev. Stat. § 610.021(12).

# WCA Waste Corporation

Consolidated Financial Report
December 31, 2019

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

RSM

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RSM US LLP

**Independent Auditor's Report**

Board of Directors
WCA Waste Corporation

**Report on the Financial Statements**
We have audited the accompanying consolidated financial statements of WCA Waste Corporation and its subsidiaries which comprise the consolidated balance sheets as of December 31, 2019 and 2018 and the related consolidated statements of operations, stockholders' equity and cash flows for the years then ended and the related notes to the consolidated financial statements (collectively, the financial statements).

**Management's Responsibility for the Financial Statements**
Management is responsible for the preparation and fair presentation of these 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 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 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 financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the 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 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 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 financial statements referred to above present fairly, in all material respects, the financial position of WCA Waste Corporation and its subsidiaries as of December 31, 2019 and 2018, 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.

RSM US LLP

Houston, Texas
March 11, 2020



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**WCA Waste Corporation**

**Consolidated Balance Sheets**
**December 31, 2019 and 2018**
**(Dollars In Thousands, Except Par Value Amounts)**

| | 2019 | 2018 |
|---|---|---|
| **Assets** | | |
| Current assets: | | |
| Cash and cash equivalents | **$ 382** | $ 6,103 |
| Accounts receivable, net of allowance for doubtful accounts of $1,565 and $1,558, respectively | **48,609** | 46,353 |
| Prepaid expenses and other | **4,132** | 5,045 |
| **Total current assets** | **53,123** | 57,501 |
| Property, plant and equipment, net | **456,707** | 454,818 |
| Goodwill | **230,563** | 230,047 |
| Intangible assets, net | **54,565** | 59,151 |
| Other assets | **196** | 319 |
| **Total assets** | **$ 795,154** | $ 801,836 |
| **Liabilities and Stockholders' Equity** | | |
| Current liabilities: | | |
| Accounts payable | **$ 20,384** | $ 27,482 |
| Accrued liabilities and other | **53,317** | 57,072 |
| Current maturities of long-term debt | **5,476** | 5,665 |
| **Total current liabilities** | **79,177** | 90,219 |
| Long-term debt, less current maturities, discount and debt issuance costs | **440,962** | 439,195 |
| Accrued closure and post-closure liabilities | **21,975** | 17,408 |
| Deferred income taxes | **12,187** | 11,836 |
| **Total liabilities** | **554,301** | 558,658 |
| Commitments and contingencies | | |
| Stockholders' equity: | | |
| Common stock, $0.0001 par value per share; 1,000 shares authorized, 1,000 shares issued and outstanding | | |
| Additional paid-in capital | **268,581** | 268,377 |
| Retained deficit | **(27,728)** | (25,199) |
| **Total stockholders' equity** | **240,853** | 243,178 |
| **Total liabilities and stockholders' equity** | **$ 795,154** | $ 801,836 |

See notes to consolidated financial statements.

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**WCA Waste Corporation**

**Consolidated Statements of Operations**
**Years Ended December 31, 2019 and 2018**
**(Dollars In Thousands)**

| | 2019 | 2018 |
|---|---|---|
| Revenues | **$ 402,933** | $ 357,262 |
| Expenses: | | |
| Cost of services | **266,298** | 241,910 |
| Depreciation and amortization | **66,380** | 59,582 |
| Selling, general and administrative (including stock-based compensation of $204 and $281, respectively) | **48,439** | 49,896 |
| Gain on sale of assets and divestitures | **(923)** | (1,911) |
| | **380,194** | 349,477 |
| **Operating income** | **22,739** | 7,785 |
| Interest expense, net | **(24,236)** | (20,780) |
| **Loss before income taxes** | **(1,497)** | (12,995) |
| Income tax expense | **(1,032)** | (7,388) |
| **Net loss** | **$ (2,529)** | $ (20,383) |

See notes to consolidated financial statements.

Confidential

**WCA Waste Corporation**

**Consolidated Statements of Stockholders' Equity**
**Years Ended December 31, 2019 and 2018**
**(Dollars In Thousands)**

| | Common Stock | | Additional Paid-In | Retained | Total Stockholders' |
|---|---|---|---|---|---|
| | Shares | Amount | Capital | Deficit | Equity |
| Balance, December 31, 2017 | 1,000 | $ - | $ 268,096 | $ (4,816) | $ 263,280 |
| Share-based compensation expense related to Parent LTIP shares issued to employees | - | - | 281 | - | 281 |
| Net loss | - | - | - | (20,383) | (20,383) |
| Balance, December 31, 2018 | 1,000 | - | 268,377 | (25,199) | 243,178 |
| Share-based compensation expense related to Parent LTIP shares issued to employees | - | - | 204 | - | 204 |
| Net loss | - | - | - | (2,529) | (2,529) |
| **Balance, December 31, 2019** | **1,000** | **$ -** | **$ 268,581** | **$ (27,728)** | **$ 240,853** |

See notes to consolidated financial statements.

Confidential

**WCA Waste Corporation**

**Consolidated Statements of Cash Flows**
**Years Ended December 31, 2019 and 2018**
**(Dollars In Thousands)**

| | 2019 | 2018 |
|---|---|---|
| Cash flows from operating activities: | | |
| Net loss | $ (2,529) | $ (20,383) |
| Adjustments to reconcile net loss to net cash provided by operating activities: | | |
| Depreciation and amortization | 66,380 | 59,582 |
| Stock-based compensation expense | 204 | 281 |
| Amortization of debt issuance costs and debt discount | 1,021 | 1,135 |
| Deferred tax provision | 351 | 6,778 |
| Interest accretion expense for closure and post-closure obligations | 1,673 | 1,280 |
| Gain on sale of assets and divestitures | (923) | (1,911) |
| Provision for doubtful accounts | 1,802 | 1,172 |
| Changes in assets and liabilities, net of effects of acquisitions and divestitures: | | |
| Accounts receivable, net | (3,248) | (1,749) |
| Prepaid expenses and other | 1,033 | (1,940) |
| Accounts payable and other liabilities | (11,970) | 15,964 |
| **Net cash provided by operating activities** | 53,794 | 60,209 |
| Cash flows from investing activities: | | |
| Acquisitions of businesses, net of cash acquired | (5,520) | (102,278) |
| Proceeds from settlement of provisional amounts related to prior acquisitions | 630 | - |
| Proceeds from sale of property, plant and equipment | 1,127 | 3,852 |
| Proceeds from divestitures | 1,224 | - |
| Capital expenditures | (56,748) | (57,296) |
| **Net cash used in investing activities** | (59,287) | (155,722) |
| Cash flows from financing activities: | | |
| Proceeds from long-term debt | - | 100,000 |
| Principal payments on long-term debt | (4,791) | (4,551) |
| Principal payments on notes payable | (230) | (213) |
| Net advances on revolving line of credit | 5,000 | 1,000 |
| Net (payments on) advances from swingline | (207) | 644 |
| Debt issuance costs | - | (1,484) |
| **Net cash (used in) provided by financing activities** | (228) | 95,396 |
| **Net decrease in cash and cash equivalents** | (5,721) | (117) |
| Cash and cash equivalents: | | |
| Beginning of year | 6,103 | 6,220 |
| End of year | $ 382 | $ 6,103 |
| Supplemental disclosures of cash flow information: | | |
| Interest paid | $ 21,786 | $ 21,410 |
| Income taxes paid | $ 620 | $ 625 |
| Noncash investing activities, capital expenditures included in accounts payable | $ 7,575 | $ 8,441 |

See notes to consolidated financial statements.

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## Note 1. Organization and Significant Accounting Policies

**Business:** WCA Waste Corporation (WCA or the Company) is an integrated company engaged in the collection, transfer, processing, recycling and disposal of nonhazardous solid waste. The Company currently provides services to customers in Alabama, Arkansas, Colorado, Florida, Kansas, Kentucky, Missouri, New Mexico, Oklahoma, Tennessee and Texas.

WCA was acquired (the Acquisition) on March 23, 2012 through a merger with Gadus Intermediate, LLC and COD Merger Company, Inc. (the Parent, which includes upstream holding companies, Gadus Holdings, LLC and Gadus Holdings Corporation), each of which is affiliated with Macquarie Infrastructure Partners II, L.P. (Macquarie). Subsequent to the Acquisition, the Company became a wholly owned subsidiary of the Parent, which is principally owned by investment funds affiliated with Macquarie. Prior to March 23, 2012, the Company operated as a public company with its common stock traded on the NASDAQ.

**Basis of presentation:** The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

**Principles of consolidation:** The consolidated financial statements include the accounts of WCA and its wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

**Adoption of new accounting standards:** From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (FASB) or other standard setting bodies that are adopted by the Company as of the specified effective date.

In November 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. On January 1, 2019, the Company adopted ASU 2016-18, which did not have an impact on the consolidated financial statements.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*. ASU 2016-16 requires an entity to recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. On January 1, 2019, the Company adopted ASU 2016-16. The adoption of this guidance did not have an impact on the consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments.* ASU 2016-15 provides guidance on how certain cash receipts and cash payments should be presented and classified in the statement of cash flows with the objective of reducing existing diversity in practice with respect to these items. On January 1, 2019, the Company retrospectively adopted ASU 2016-15. Cash payments made within 120 days of the acquisition date of a business combination to settle a contingent consideration liability are classified as cash outflows from investing activities. Thereafter, cash payments up to the amount of the contingent consideration liability recognized at the acquisition date (including measurement period adjustments) are classified as cash outflows from financing activities and any excess is classified as cash outflows from operating activities. The adoption of this amended guidance did not have an impact on the Company's consolidated statement of cash flows.

**Note 1. Organization and Significant Accounting Policies (Continued)**

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard replaces most existing revenue recognition guidance in U.S. GAAP. The core principle of the guidance is that using a five step methodology an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard also requires enhanced qualitative and quantitative disclosure regarding revenue recognition from customer contracts.

The Company adopted this guidance using the modified retrospective approach effective January 1, 2019 with no adjustment to retained deficit. The prior period has not been restated and continues to be reported under Revenue Recognition (Topic 605). The standard was adopted through the application of the portfolio approach. The Company selected a sample of customer contracts to assess under the guidance of the new standard that were characteristically representative of each portfolio. Upon completion of the Company's review, the guidance did not result in a significant change to the timing of revenue recognition. The Company identified certain immaterial sales commissions, which represent costs of obtaining a contract, that should be capitalized as contract acquisition costs under the guidance and amortized to general and administration expense over the expected life of the customer contract. Based on the immateriality of these sales commissions, no adjustment to retained deficit nor the accounting for these costs was deemed necessary.

**Reclassifications:** Certain prior year balances have been reclassified to conform to current year presentation with no effect on net loss or stockholders' equity.

**Cash equivalents:** The Company considers all highly liquid debt instruments with original maturities at the date of purchase of three months or less to be cash equivalents.

**Property, plant and equipment (exclusive of landfills, discussed below):** Property, plant and equipment are recorded at cost. Expenditures for major additions and improvements are capitalized while minor replacements, maintenance, and repairs are charged to expense as incurred.

When property, plant and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts, and any resulting gain or loss is included in the results of operations as increases or offsets to operating expense for the respective period. The Company depreciates property and equipment over the estimated useful life of the asset using the straight-line method. The estimated useful lives for significant property, plant and equipment categories are as follows (in years):

| | |
|---|---|
| Vehicles and equipment | 3-10 |
| Containers | 5-12 |
| Buildings and improvements | 15-25 |
| Furniture and fixtures, computers, software | 3-10 |

**Landfill accounting:**

***Capitalized landfill costs:*** At December 31, 2019, the Company owned twenty-one landfills. Two of these landfills are fully permitted but not constructed and have not yet commenced operations as of December 31, 2019.

**Note 1. Organization and Significant Accounting Policies (Continued)**

Capitalized landfill costs include expenditures for the acquisition of land and related airspace, engineering and permitting costs, cell construction costs and direct site improvement costs. At December 31, 2019, no capitalized interest had been included in capitalized landfill costs; however, in the future, interest could be capitalized on landfill construction projects but only during the period the assets are undergoing activities to ready them for their intended use. Capitalized landfill costs are amortized ratably using the units-of-consumption method over the estimated useful life of the site as airspace of the landfill is consumed. Landfill amortization rates are determined periodically (not less than annually) based on aerial and ground surveys and other density measures and estimates made by the Company's engineers, outside engineers, management and financial personnel.

Total available airspace includes the total of estimated permitted airspace plus an estimate of probable expansion airspace that the Company believes is likely to be permitted. Where the Company believes permit expansions are probable, the expansion airspace, and the projected costs related to developing the expansion airspace are included in the airspace amortization rate calculation. The criteria the Company uses to determine if permit expansion is probable include but are not limited to whether: (i) the Company believes the project has no fatal flaws; (ii) the land is owned or controlled by the Company, or under option agreement; (iii) the Company has committed to the expansion; (iv) financial analysis has been completed and the results indicate that the expansion has the prospect of a positive financial and operational impact; (v) personnel are actively working to obtain land use, local and state approvals for the expansion; (vi) the Company believes that the permit is likely to be received; and (vii) the Company believes that the timeframe to complete the permitting is reasonable.

The Company may be unsuccessful in obtaining expansion permits for airspace that has been considered probable. If the Company is unsuccessful in obtaining these permits, certain previously capitalized costs will be charged to expense.

***Closure and post-closure obligations:*** For each landfill, the Company has financial commitments for the costs associated with its future obligations for final closure, which is the closure of the landfill, the capping of the final uncapped areas of the landfill and post-closure maintenance of the facility, which is generally expected to be for a period between 2 and 30 years depending on type and location of the landfill.

Where the Company believes both the amount of a particular closure and post-closure liability and the timing of the payments are reliably determinable, the cost in current dollars is inflated (2.5 percent for the years ended December 31, 2019 and 2018) until expected time of payment and then discounted to present value using the credit-adjusted, risk-free rate effective at the time an obligation is incurred (7.0 percent and 6.25 percent for the years ended December 31, 2019 and 2018). Any changes in expectations that result in an upward revision to the estimated cash flows are treated as a new liability and discounted at the current rate while downward revisions are discounted at the historical weighted average rate of the recorded obligation. As a result, the credit-adjusted, risk-free discount rate used to calculate the present value of an obligation is specific to each individual asset retirement obligation. The fair value of closure and post-closure obligations is developed based on our estimates of the airspace consumed to date for the entire landfill and the expected timing of each closure and post-closure activity. Interest accretion expense is applied to the closure and post-closure liability based on the weighted average rate using the effective interest method and is included in cost of services in the consolidated statement of operations.

**Note 1. Organization and Significant Accounting Policies (Continued)**

The impact of changes determined to be changes in estimates, based on an annual update, is accounted for on a prospective basis and typically results in both (i) a current adjustment to the recorded liability and asset and (ii) a change in liability and asset amounts to be recorded prospectively over the remaining capacity of the landfill. Any changes related to the capitalized and future cost of the landfill assets are then recognized in accordance with our amortization policy, which would generally result in amortization expense being recognized prospectively over the remaining capacity of the landfill. Change in such estimates associated with airspace that has been fully utilized result in an adjustment to the recorded liability and landfill assets with an immediate corresponding adjustment to landfill airspace amortization expense. The Company's ultimate liability for such costs may increase in the future as a result of changes in estimates, legislation, or regulations.

The changes to landfill assets and accrued closure and post-closure liabilities for the periods ended are as follows:

| | Landfill Assets, Net | Closure and Post-Closure Liabilities |
|---|---|---|
| Balance, December 31, 2017 | $ 225,022 | $ 17,622 |
| Capital expenditures | 5,294 | - |
| Amortization expense | (21,514) | - |
| Obligations incurred and capitalized | 1,781 | 1,781 |
| Revisions to estimates of closure and post-closure activities | 1,483 | 1,483 |
| Interest accretion | - | 1,280 |
| Acquisitions | 14,302 | 1,268 |
| Payments related to landfill closure | - | (943) |
| Balance, December 31, 2018 | 226,368 | 22,491 |
| Capital expenditures | 18,039 | - |
| Amortization expense | (22,100) | - |
| Obligations incurred and capitalized | 1,684 | 1,684 |
| Revisions to estimates of closure and post-closure activities | 3,704 | 3,704 |
| Interest accretion | - | 1,673 |
| Payments related to landfill closure | - | (3,061) |
| Balance, December 31, 2019 | $ 227,695 | $ 26,491 |

Had the Company not inflated and discounted any portion of its recorded liability of $26.5 million and $22.5 million, the amount recorded would have been $72.5 million and $63.8 million at December 31, 2019 and 2018, respectively.

The Company's total anticipated cost for closure and post-closure activities is $205.4 million, as measured in current dollars. Anticipated payments of currently identified closure and post-closure liabilities for the next five years and thereafter at December 31, 2019 are reflected below:

| | |
|---|---|
| 2020 | $ 4,516 |
| 2021 | 1,281 |
| 2022 | 2,241 |
| 2023 | 2,336 |
| 2024 | 153 |
| Thereafter | 194,919 |
| | $ 205,446 |

**Note 1. Organization and Significant Accounting Policies (Continued)**

The table below presents the Company's methodology of accounting for landfill closure and post-closure activities:

| Description | Methodology |
|---|---|
| Definitions: | |
| Closure | Includes final capping event, final portion of methane gas collection system to be constructed (when required), demobilization, and the routine maintenance costs incurred after site ceases to accept waste, but prior to being certified as closed. |
| Post-closure | Includes routine monitoring and maintenance of a landfill after it has closed, ceased to accept waste and been certified as closed by the applicable state regulatory agency. |
| Discount rate | Obligations are discounted at the credit-adjusted, risk-free rate effective at the time an obligation is incurred (7.0 and 6.25 percent for 2019 and 2018, respectively). |
| Cost estimates | Costs are estimated based on expected costs of performance, by either third parties or the Company, except that the cost of any activities expected to be performed internally is increased to represent an estimate of the amount a third party would charge to perform such activity. |
| Inflation | Inflation rate of 2.5 percent for 2019 and 2018. |
| Recognition of assets and liabilities: | |
| Asset retirement costs | An amount equal to the discounted cash flows associated with estimates of future costs associated with landfill closure and post-closure activities recorded as an addition to capitalized landfill costs as airspace is consumed. |
| Closure and post-closure liabilities | The discounted cash flows associated with the fair value of the closure and post-closure liabilities is recorded with a corresponding increase in capitalized landfill costs as airspace is consumed. Interest accretion expense is recorded to cost of services and the corresponding liability until the liability is settled. |
| Statement of operations expense: | |
| Landfill asset amortization | Landfill assets are amortized to depreciation and amortization expense as airspace is consumed over the life of the landfill. |
| Interest accretion expense | Interest accretion expense on closure and post-closure liabilities is recorded using the effective interest method and is recorded as a component of cost of services. |

Confidential

**Note 1. Organization and Significant Accounting Policies (Continued)**

**Allocation of acquisition purchase price:** A summary of the Company's accounting for acquisitions is as follows:

Acquisition purchase price is allocated to identified tangible assets and intangible assets acquired and liabilities assumed based on their estimated fair values at the date of acquisition, with any residual amounts allocated to goodwill. The Company recognizes adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustments are determined, including the effect of the change in provisional amount as if the accounting had been completed at the acquisition date.

The Company deems the total remaining airspace of an acquired landfill to be a tangible asset. Therefore, for acquired landfills, the purchase price is initially allocated to the identified tangible and intangible assets acquired (including landfill airspace) and liabilities assumed based on their estimated fair values at the date of acquisition.

The Company accrues the fair value of the payment of any contingent purchase price, which takes into consideration the probability of the events surrounding the contingency.

All acquisition-related transaction costs are expensed as incurred. The Company expensed $186 of acquisition-related costs for the year ended December 31, 2019 and $1,500 for the year ended December 31, 2018. These items are reflected as a component of selling, general and administrative expenses as reported in the consolidated statement of operations.

**Goodwill and indefinite lived intangible assets:** Goodwill and intangible assets acquired in a business combination that are determined to have an indefinite useful life are not amortized, but are assessed for impairment at least annually. Intangible assets with estimable useful lives are amortized over their respective estimated useful lives on a straight-line basis.

The Company's intangible assets consist primarily of customer contracts, customer lists, covenants not-to-compete, operating rights and trademark/trade names. Customer contracts and customer lists are generally amortized on a straight-line basis over 7 to 20 years. Covenants not-to-compete are amortized over the term of the non-compete covenant, which is typically five years. Operating rights are amortized over the term of the operating agreements. Trademark/trade names are amortized on a straight-line basis over 20 years.

The Company assesses its goodwill, indefinite lived intangible assets and other long-lived assets for potential impairments annually on October 31 and more frequently if there is evidence that recent events or changes in circumstances have made recovery of an asset's carrying value less likely. If indicators of impairment are present for goodwill and indefinite lived intangible assets used in operations and future undiscounted cash flows are not expected to be sufficient to recover the asset's carrying value, an impairment loss is recognized in the period identified in an amount representing the excess of the asset's carrying value over its fair value.

In January 2017, the FASB issued new guidance (ASU 2017-04) that eliminates the requirement to calculate implied fair value of goodwill (i.e., Step 2 of the goodwill impairment test) to measure a goodwill impairment charge. Instead, entities will record an impairment charge based on the excess of a reporting unit's carrying amount over its fair value (i.e., measure the change based on Step 1). The standard does not change the guidance for completing Step 1 of the goodwill impairment test. An entity will still be able to perform the optional qualitative goodwill impairment assessment before determining whether to proceed to Step 1. This amended guidance, effective for the Company on January 1, 2023, permits early adoption. The Company's early adoption on January 1, 2018 did not have a material impact on our consolidated financial statements.

## Note 1. Organization and Significant Accounting Policies (Continued)

For the years ended December 31, 2019 and 2018, the Company performed a qualitative assessment to determine whether it is more likely than not that the fair value of goodwill is less than its carrying amount. Based on the qualitative assessment of goodwill each year, the Company concluded that it was more likely than not that the fair value of goodwill was not less than the carrying amount; accordingly the Company did not proceed to Step 1 of the goodwill test and no impairment loss was recorded in 2019 or 2018.

**Impairment of long-lived assets:** Long-lived assets, including property and equipment and definite-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset or asset group to estimated undiscounted future cash flows expected to be generated by the asset or asset group. If the carrying amount of an asset exceeds its estimated undiscounted future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset.

**Debt issuance costs:** Debt issuance costs are amortized as a component of interest expense using the effective interest method. The Company expensed $911 and $1,019 for the years ended December 31, 2019 and 2018, respectively, for amortization of debt issuance costs which is reflected as interest expense in the consolidated statements of operations. In 2018 the Company incurred $1,484 of financing costs related to the refinancing of its syndicated credit agreement (see Note 7), of which $467 were capitalized as debt issuance costs and $1,017 did not meet capitalization criteria and were charged to interest expense.

Debt issuance costs related to a recognized debt liability are presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability, consistent with debt discounts.

**Interest expense, net:** Interest expense, net consists of the following for the years ended December 31:

| | 2019 | 2018 |
|---|---|---|
| Long-term debt | $ 21,583 | $ 19,453 |
| Amortization of deferred issuance costs | 911 | 1,019 |
| Amortization of debt discount | 110 | 116 |
| Unrealized loss (gain) on interest rate derivatives | 2,989 | (123) |
| Realized gain on interest rate derivatives | (1,302) | (538) |
| Debt issuance costs not capitalized | - | 1,017 |
| | 24,291 | 20,944 |
| Less interest income | (55) | (164) |
| Interest expense, net | $ 24,236 | $ 20,780 |

**Income taxes:** The Company accounts for income taxes under the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying values of existing assets and liabilities and their respective tax bases based on enacted tax rates. The Company provides a valuation allowance when, based on management's estimates, it is more likely than not that a deferred tax asset will not be realized in future periods.

## Note 1. Organization and Significant Accounting Policies (Continued)

Income taxes have been calculated in accordance with Accounting Standards Codification (ASC) Topic 740. All tax amounts have been provided to show the effect of temporary differences between the recognition of revenues and expenses for financial and income tax reporting purposes and between the tax basis of assets and liabilities and their reported amounts in the financial statements. Income taxes payable are included with accrued liabilities on the Company's balance sheets. See Note 5, Certain Balance Sheet Accounts, for a detail of accrued liabilities. Tax positions measured and recognized in accordance with guidance issued by the FASB (Accounting for Uncertainty in Income Taxes) are recorded in deferred tax liabilities on the Company's balance sheets. Net deferred tax assets and liabilities are classified as noncurrent in the consolidated balance sheet. See Note 10, Income Taxes, for a discussion of the impact on the Company's deferred tax liability resulting from the enactment of the Tax Cuts and Jobs Act in December 2017.

**Insurance:** The Company has retained a portion of the risks related to its general liability, automobile and workers' compensation insurance programs. The exposure for unpaid claims and associated expenses, including incurred but not reported losses, is based on estimates of ultimate losses on claims and actuarially determined development factors. The Company is partially self-insured for certain losses relating to medical and dental insurance claims, and maintained individual stop loss coverage of $150 per incident through September 30, 2018. Beginning October 1, 2018, the Company increased its individual stop loss retention to $200 per incident. The Company does not maintain an aggregate stop loss policy for its medical plan. Claims, processing, and overhaul administration for the plan are provided by a third-party. The Company maintains an accrual to cover these self-insured risks, which is based on third-party data and historical claims history.

**Revenue recognition and accounts receivable:** The Company's revenues are primarily generated from fees charged for collection, transfer, disposal and recycling services and from sales of commodities by our recycling operations. Service obligations of a long-term nature from solid waste collection service contracts are satisfied over time and we recognize revenue based on the value provided to the customer during the current period. Revenues from collection operations are influenced by factors such as collection frequency, type of collection equipment furnished, type and volume or weight of the waste collected, distance to the disposal facility or material recovery facility and our disposal costs. Revenues from landfill operations consist of tipping fees, which are generally based on the type and weight or volume of waste being disposed of at the Company's disposal facilities. Fees charged at transfer stations are generally based on the weight or volume of waste deposited, taking into account our cost of loading, transporting and disposing of the waste at a disposal site. Recycling revenues generally consist of tipping fees and the sale of recycling commodities to third parties. Revenues do not include sales or other taxes collected from customers.

The Company recognizes revenues as services are performed or products are delivered. For example, revenue typically is recognized as waste is collected, tons are received at our landfills or transfer stations, or recycling commodities are collected or delivered as product. The Company bills for certain services prior to performance. Such services include, among others, certain commercial and residential contracts and equipment rentals. These advance billings are included in deferred revenues and recognized as revenues in the period service is provided.

The Company records deferred revenues when cash payments are received or due in advance of our performance and classify them as current since they are earned within a year and there are no significant financing components. Substantially all of our deferred revenues during the reported periods are realized as revenues within one to three months, when the related services are performed and are considered contract liabilities.

**Note 1. Organization and Significant Accounting Policies (Continued)**

The Company's receivables are recorded when billed or accrued and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates losses for uncollectible accounts based on the aging of the accounts receivable and the evaluation of the likelihood of success in collecting the receivable. Past-due receivable balances are written off when the Company's internal collection efforts have been unsuccessful in collecting the amount due.

**Derivative financial instruments:** The Company accounts for derivatives and hedging activities in accordance with ASC Topic 815, which requires that all derivative instruments be recorded on the balance sheet at their respective fair values. For derivatives designated in hedging relationships, changes in the fair value are either offset through earnings against the change in fair value of the hedged item attributable to the risk being hedged or recognized in accumulated other comprehensive income, to the extent the derivative is effective at offsetting the changes in cash flows being hedged until the hedged item affects earnings. For derivatives not designated in hedging relationships, changes in the fair value are marked-to-market through current interest expense. As of December 31, 2019 and 2018, no derivative instruments were designated in hedging relationships and, as a result, all changes in fair values have been recorded through current interest expense.

The Company uses variable-rate debt, Term Loan B, (see Note 7) to finance its operations. The debt obligations expose the Company to variability in interest payments due to changes in interest rates. Management believes that it is prudent to limit the variability of a portion of its interest payments and has purchased interest rate cap instruments (Interest Caps) from time-to-time to mitigate this risk.

In October 2016, the Company purchased Interest Caps with a notional amount of $280 million associated with its outstanding Term Loan B debt, in which the underlying is the 3-month floating LIBOR rate and the strike rate is 2.0 percent (2016 Interest Caps). In August 2018, the Company purchased an additional Interest Cap with a notional amount of $100 million associated with the add-on of its Term Loan B debt, in which the underlying is the 1-month floating LIBOR rate and the strike rate is 3.5 percent (2018 Interest Caps). The term of the 2016 Interest Caps and 2018 Interest Caps is 36 months. The 2016 Interest Caps matured in September 2019. In June 2019, the Company purchased a replacement interest rate cap with a notional amount of $380 million with an effective date of September 2019, in which the underlying is the 1-month LIBOR rate, the strike rate is 2.37% and the maturity date is March 2020 (2019 Interest Caps).

Under the terms of the instruments, if the specified underlying LIBOR floating rate is higher than the strike rate in any quarterly or monthly calculation period, the Company will receive interest payments based on the difference between the floating rate and the strike rate times the notional amount.

During 2019 and 2018, the 3-month LIBOR floating rate exceeded the strike rate of 2.0 percent and the Company received interest payments of $1,302 and $538, respectively, from the 2016 Interest Caps. These payments were reflected as a reduction of interest expense. The 1-month LIBOR floating rate did not exceed the 2018 Interest Caps strike rate of 3.5 percent or the 2019 Interest Caps strike rate of 2.37 percent and therefore the Company did not receive any interest payments in 2018 or in 2019 from these caps.

The fair value of the Interest Caps held as of December 31, 2019 was $2, which is included in other current assets. The fair value of the Interest Caps held as of December 31, 2018 was $1,600, of which $1,500 is included in other current assets and $100 is included in long-term other assets. The fair values of the Interest Caps are based on quotes received from financial institutions that issue these contracts (Level 2 in the fair value hierarchy).

**Note 1. Organization and Significant Accounting Policies (Continued)**

The Company uses diesel fuel extensively in its operations. The market price of diesel fuel is unpredictable and can fluctuate significantly. Management believes that it is prudent to limit the variability of a portion of its diesel exposure and, beginning in 2018, began purchasing fuel cap instruments (Fuel Caps) to mitigate a portion of this risk. Changes in the fair values of these Fuel Caps are reflected as either a charge or a credit to cost of services in the consolidated statement of operations.

In February 2018, the Company purchased Fuel Caps for a notional amount of 200,000 gallons per month for the period June 2018 through December 2018, with an underlying of Gulf Coast Ultra-Low-Sulfur Diesel (GC-ULSD) and a strike rate of $1.90 per gallon. In June 2018 and November 2018, the Company purchased additional Fuel Caps for a total notional amount of 200,000 gallons per month for the period January 2019 through June 2019, with an underlying of GC-ULSD and a strike rate of $2.30 per gallon.

During 2019, the Company purchased GC-ULSD Fuel Caps for notional amounts of 300,000 gallons per month for the periods (a) September 2019 (strike rate of $2.00 per gallon), (b) October 2019 through December 2019 (strike rate of $2.30 per gallon) and (c) January 2020 through March 2020 (strike rate of $2.00 per gallon).

Under the terms of the Fuel Caps, if the specified underlying GC-ULSD market rate is higher than the strike rate in any monthly calculation period, the Company will receive payments based on the difference between the market price per gallon and the strike rate times the notional amount of gallons. During 2018, the Company received cash settlements totaling $274, which are reflected as an offset to cost of services in the consolidated statement of operations. The Company did not receive any cash settlements in 2019.

The fair value of the Fuel Caps held as of December 31, 2019 was $39, which is included in other current assets. The fair value of the Fuel Caps is determined using standard option valuation models with assumptions about commodity prices based on those observed in underlying markets (Level 2 in the fair value hierarchy).

**Fair value of financial instruments:** The following disclosure of the estimated fair value of financial instruments is made in accordance with ASC Topic 825. The carrying values of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, debt and interest rate caps approximate fair value. For assets and liabilities that are measured using quoted prices in active markets, the total fair value is the published market price per unit multiplied by the number of units held without consideration of transaction costs. Assets and liabilities that are measured using significant other observable inputs are primarily valued by reference to quoted prices of similar assets or liabilities in active markets, adjusted for any terms specific to that asset or liability. For all other assets and liabilities for which observable inputs are not used, fair value is derived through the use of fair value models, such as a discounted cash flow model or other standard pricing models.

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels:

**Level 1:** Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date.

**Level 2:** Other than quoted prices included in Level I inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability.

**Note 1. Organization and Significant Accounting Policies (Continued)**

**Level 3:** Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at measurement date.

**Concentrations of credit risk:** Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and accounts receivable. The Company places its cash with high-quality financial institutions and limits the amount of credit exposure with any one institution; however, at times, cash balances may be in excess of FDIC insured limits. Concentrations of credit risk with respect to accounts receivable are limited because a large number of geographically diverse customers comprise the Company's customer base, thus spreading the trade credit risk. At December 31, 2019 and 2018, no single group or customer represented greater than 10 percent of total accounts receivable or revenues.

**Restricted equity shares compensation:** In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting.* The ASU is intended to simplify various aspects of accounting for share-based compensation arrangements, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. For example, the new guidance requires all excess tax benefits and tax deficiencies related to share-based payments to be recognized in income tax expense, and for those excess tax benefits to be recognized regardless of whether it reduces current taxes payable. The ASU also allows an entity-wide accounting policy election to either estimate the number of awards that are expected to vest or account for forfeitures as they occur. On January 1, 2018, the Company adopted ASU No. 2016-09 and as a result elected to account for forfeitures as they occur and all excess tax benefits and tax deficiencies related to share-based payments to be recognized in income tax expense.

The Company calculates the fair value of share-based awards issued to its employees on the date of grant and recognizes the calculated fair value as compensation cost and Parent capital contribution over the requisite service period. Share based awards that vest upon the occurrence of a specific event are held in reserve until the vesting event is triggered. See Note 8 for additional information on stock-based compensation.

**New accounting standards pending adoption:** In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. There were further amendments to ASU No. 2016-02, including practical expedients, with the issuances of ASU No. 2017-13 in September 2017, ASU No. 2018-01 in January 2018, ASU 2018-10 in July 2018, ASU No. 2018-11 in July 2018 and ASU No. 2019-01 in March 2019. The new standard is effective for the Company on January 1, 2021. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company is currently evaluating the impact of the pending adoption of the new standard on the consolidated financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*, which is intended to simplify various aspects related to accounting for income taxes. ASU 2019-12 removes certain exceptions to the general principles in ASC 740 and also clarifies and amends existing guidance to improve consistent application. This ASU is effective for the Company beginning on January 1, 2022. The Company is currently evaluating the impact of this new guidance on its consolidated financial statements.

### Note 1. Organization and Significant Accounting Policies (Continued)

In June 2016, the FASB issued ASU-2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which creates a new credit impairment standard for financial assets. The amended guidance replaces the current incurred loss impairment methodology of recognizing credit losses when a loss is probable, with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to assess credit limit estimates. The amended guidance is effective for the Company on January 1, 2023. The Company is currently evaluating the impact of this new guidance on its consolidated financial statements.

### Note 2. Use of Estimates

In preparing the Company's consolidated financial statements, several estimates and assumptions are made that affect the accounting for and recognition of assets, liabilities, revenues and expenses. These estimates and assumptions must be made because certain of the information that is used in the preparation of the Company's consolidated financial statements is dependent on future events, cannot be calculated with a high degree of precision from data available or is simply not capable of being readily calculated based on generally accepted methodologies. In some cases, these estimates are particularly difficult to determine and the Company must exercise significant judgment. Significant judgment and estimates are utilized in the accounting for impairments, insurance claim reserves, and acquisitions. The most difficult, subjective and complex estimates and the assumptions that deal with the greatest amount of uncertainty are related to the Company's accounting for landfills.

The significant estimates and assumptions related to accounting for landfills are described below:

**Accounting for landfills:** The Company utilizes the units-of-consumption method to amortize landfill construction costs over the estimated remaining capacity of a landfill. Under this method the Company includes future estimated landfill development costs, as well as costs incurred to date, in the amortization base. Additionally, the Company includes probable expansion airspace, which has not been permitted, in the calculation of the total remaining capacity of the landfill.

This accounting method requires the Company to make estimates and assumptions, as described below. Any changes in the Company's estimates will impact the Company's income from operations prospectively from the date changes are made.

**Landfill costs:** The Company estimates the total cost to develop each landfill site to its final capacity. This includes certain projected landfill site costs that are uncertain because they are dependent on future events. The total cost to develop a site to its final capacity includes amounts previously expended and capitalized, net of accumulated airspace amortization, and projections of future development costs, operating construction costs, permitting costs of probable expansions and capitalized interest costs.

**Closure and post-closure costs:** The costs for closure and post-closure obligations at landfills the Company owns or operates are generally estimated based on interpretations of current requirements and proposed or anticipated regulatory changes. The estimates for landfill closure and post-closure costs also consider when the costs would actually be paid and factor in inflation and discount rates. The possibility of changing legal and regulatory requirements and the forward-looking nature of these types of costs make any estimation or assumption less certain.

**Available airspace:** The Company's engineers determine the remaining capacity at landfills by estimating the available airspace. This is done by using surveys, consulting third-party engineers and other methods to calculate, based on height restrictions and other factors, remaining airspace and the amount of waste that can be disposed of at a landfill before it reaches its final capacity.

### Note 2. Use of Estimates (Continued)

**Expansion airspace:** The Company will also consider currently unpermitted airspace in the estimate of remaining capacity in certain circumstances, as more fully described in Note 1.

It is possible that the Company's estimates or assumptions will ultimately turn out to be significantly different from actual results. In some cases the Company may be unsuccessful in obtaining an expansion permit or the Company may determine that an expansion permit that the Company previously thought was probable has become unlikely. To the extent that such estimates, or the assumptions used to make those estimates, prove to be significantly different than actual results, or the belief that the Company will receive an expansion permit changes adversely in a significant manner, the costs of the landfill, including the costs incurred in the pursuit of the expansion, may be subject to impairment testing as described above, and lower profitability may be experienced due to higher amortization rates, and higher expenses or asset impairments related to the removal of previously included expansion airspace.

Actual results could differ materially from the estimates and assumptions that the Company uses in the preparation of its consolidated financial statements.

### Note 3. Restructuring

In December 2018, the Company restructured its operations by eliminating the regional layer of management and oversight. The District-level operations now report directly to Corporate, resulting in a more efficient structure. The restructuring resulted in a charge of $1.0 million consisting of severance and other employee termination benefits, of which $0.2 million was paid in 2018. The remainder was paid in 2019. The charge is reflected in selling, general and administrative expenses in the Company's consolidated statement of operations.

### Note 4. Acquisitions

**2019 acquisitions:** The initial accounting for the following acquisitions is incomplete due to potential working capital adjustments and other matters. The Company will recognize adjustments to provisional amounts that are identified during the measurement period in the reporting period in which the adjustments are determined.

During the year ended December 31, 2019, we acquired four businesses. Total consideration, net of cash acquired, for all acquisitions was $5.5 million, which included $5.1 million in cash paid and $0.4 million in cash held in escrow withheld primarily for working capital adjustments.

Total consideration for 2019 acquisitions was primarily allocated to $0.3 million of accounts receivable, $0.7 million of property and equipment, approximately $2.7 million of intangible assets, $0.5 million of liabilities and $2.3 million of goodwill. Goodwill is primarily a result of expected synergies from combining the acquired businesses with our existing operations and substantially all is tax deductible.

**Note 4. Acquisitions (Continued)**

**2018 acquisitions:** On January 2, 2018, the Company acquired certain assets of Flynn's Raytown Disposal Service, Inc., a Missouri corporation, and Flynn Investments, LLC, a Missouri limited liability company. The total consideration for this acquisition was $2.9 million in cash inclusive of a working capital adjustment.

| Flynn's Raytown Disposal Service, Inc.: | | |
|---|---|---|
| Accounts receivable | $ | 124 |
| Prepaid expenses | | 44 |
| Property, plant and equipment | | 491 |
| Goodwill | | 1,587 |
| Intangible assets | | 947 |
| Accounts payable and accrued liabilities | | (289) |
| | $ | 2,904 |

On March 1, 2018, the Company acquired certain assets of E-Z Disposal Inc., a Missouri corporation. The total consideration for this acquisition was $9.4 million inclusive of a working capital adjustment. A portion of the purchase price, $0.5 million, was deposited into escrow to cover potential representation and warranty claims, of which $0.46 million was paid to the Company in satisfaction of an indemnification claim and the remainder was subsequently released to the seller in 2018.

| E-Z Disposal, Inc.: | | |
|---|---|---|
| Prepaid expenses | $ | 30 |
| Property, plant and equipment | | 1,088 |
| Goodwill | | 4,593 |
| Intangible assets | | 3,973 |
| Accounts payable and accrued liabilities | | (271) |
| | $ | 9,413 |

On July 2, 2018, the Company acquired 100 percent of the membership interests of Freedom Waste Services, LLC, a Kentucky limited liability company, and Jones Sanitation Holding, L.L.C., a Delaware limited liability company. This acquisition expanded the Company's operations into the state of Kentucky with three hauling operations, three transfer stations and one municipal solid waste landfill. The total consideration for this acquisition was $42.3 million in cash, which is net of reductions of (a) $0.95 million associated with an estimated working capital adjustment and (b) $0.2 million that was withheld at closing and utilized to cover certain post-closing obligations of the sellers. Additionally, $2.16 million of the purchase price was deposited into escrow to cover potential representation and warranty claims and certain post-closing obligations of the sellers, of which $0.63 million was released to the sellers from escrow in 2018, $0.62 million was released to the sellers from escrow in 2019 and the remainder in escrow was released to sellers in January 2020. The Company received $0.63 million in working capital settlements in 2019.

| Freedom Waste, LLC and Joes Sanitation, LLC: | | |
|---|---|---|
| Accounts receivable | $ | 962 |
| Prepaid expenses | | 275 |
| Property, plant and equipment (including Landfill of $12,199) | | 19,867 |
| Goodwill | | 13,034 |
| Intangible assets | | 12,400 |
| Accounts payable and accrued liabilities | | (4,238) |
| | $ | 42,300 |

**Note 4. Acquisitions (Continued)**

On August 17, 2018, the Company acquired 100 percent of the equity interests of Sunshine Recycling, Inc., a Florida corporation, consisting of two hauling operations in Florida. The total consideration for this acquisition was $19.2 million, which is net of cash acquired of $0.04 million. The purchase price is subject to a post-closing working capital adjustment which the Company expects to resolve in 2020. Additionally, a portion of the purchase price was deposited into escrow to cover potential indemnification claims ($0.9 million).

| Sunshine Recycling, Inc: | | |
|---|---|---|
| Accounts receivable | $ | 1,252 |
| Prepaid expenses | | 2 |
| Property, plant and equipment | | 4,523 |
| Goodwill | | 12,332 |
| Intangible assets | | 5,401 |
| Accounts payable and accrued liabilities | | (1,855) |
| Deferred tax liabilities | | (2,409) |
| | $ | 19,246 |

On September 2, 2018, the Company acquired certain assets of Global Waste Services, LLC, consisting of one hauling location and one material recovery facility in the state of Texas. The total consideration for this acquisition was $28.4 million in cash, which is net of (a) an estimated working capital adjustment, and (b) $0.9 million deposited into escrow to cover potential representation and warranty claims and certain environmental obligations, of which $0.25 million was released to the seller in 2018 and $0.15 million was released to the seller in 2019. In addition to the purchase price, the seller has the opportunity to earn and receive additional compensation for the three-year period ending on August 31, 2021 if the annual commodity revenues from the acquired material recovery facility exceeds specific revenue target levels. Based on the terms of the earn-out and sensitivity analysis using an option pricing model, the fair value of the earn-out was determined to be $0.

| Global Waste Services, LLC: | | |
|---|---|---|
| Accounts receivable | $ | 1,234 |
| Prepaid expenses | | 81 |
| Property, plant and equipment | | 10,570 |
| Goodwill | | 10,443 |
| Intangible assets | | 6,182 |
| Accounts payable and accrued liabilities | | (95) |
| | $ | 28,415 |

Goodwill resulted primarily for the Company's expectations of the future growth in revenues and cash flows. The amount of goodwill that is expected to be deductible for tax purposes in connection with the 2018 acquisitions is approximately $29.7 million.

## Note 5. Certain Balance Sheet Accounts

**Allowance for doubtful accounts:** The following summarizes the activity in the allowance for doubtful accounts at December 31:

| | 2019 | 2018 |
|---|---|---|
| Balance, beginning of year | $ 1,558 | $ 1,364 |
| Amounts charged to expense | 1,802 | 1,172 |
| Amounts written off, net of amounts recovered | (1,795) | (978) |
| Balance, end of year | $ 1,565 | $ 1,558 |

**Prepaid expenses and other current assets:** Prepaid expenses and other current assets consisted of the following at December 31:

| | 2019 | 2018 |
|---|---|---|
| Prepaid insurance premiums | $ 868 | $ 275 |
| Prepaid licenses and registrations | 647 | 829 |
| Prepaid bonds | 486 | 402 |
| Prepaid rent | 263 | 182 |
| Interest rate and fuel derivatives | 41 | 1,551 |
| Prepaid other | 1,827 | 1,806 |
| | $ 4,132 | $ 5,045 |

**Property, plant and equipment, net:** Property, plant and equipment consisted of the following at December 31:

| | 2019 | 2018 |
|---|---|---|
| Land and landfills | $ 394,943 | $ 364,428 |
| Vehicles and equipment | 229,481 | 215,957 |
| Containers | 85,653 | 76,355 |
| Buildings and improvements | 37,755 | 36,429 |
| Furniture and fixtures, computers and software | 6,580 | 6,004 |
| | 754,412 | 699,173 |
| Less accumulated depreciation and amortization | (297,705) | (244,355) |
| | $ 456,707 | $ 454,818 |

Depreciation and amortization expense associated with property, plant and equipment was $59,050 and $53,452 for the years ended December 31, 2019 and 2018, respectively.

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### Note 5. Certain Balance Sheet Accounts (Continued)

**Accrued liabilities and other current liabilities:** Accrued liabilities and other current liabilities consisted of the following at December 31:

| | 2019 | 2018 |
|---|---|---|
| Deferred revenue | $ 14,171 | $ 14,121 |
| Accrued bank payable | 4,577 | 6,021 |
| Accrued insurance claims | 5,874 | 6,533 |
| Accrued payroll costs | 7,143 | 5,747 |
| Accrued taxes | 3,499 | 3,064 |
| Accrued legal fees and settlement reserves | 218 | 1,929 |
| Accrued closure and post-closure liabilities, current | 4,516 | 5,083 |
| Accrued capital expenditures and other | 13,319 | 14,574 |
| | $ 53,317 | $ 57,072 |

### Note 6. Goodwill and Other Intangible Assets

The changes in the carrying amount of goodwill for the years ended December 31, 2019 and 2018 are as follows:

| | |
|---|---|
| Balance, December 31, 2017 | $ 193,276 |
| Acquisitions | 41,989 |
| Adjustments to provisional amounts recognized in prior acquisitions and reclassification adjustment related to deferred income taxes | (5,218) |
| Balance, December 31, 2018 | 230,047 |
| Acquisitions | 2,347 |
| Adjustments to provisional amounts recognized in prior acquisitions | (1,831) |
| Balance, December 31, 2019 | $ 230,563 |

For the years ended December 31, 2019 and 2018, the Company did not adjust provisional amounts relating to previous acquisitions retrospectively, in accordance with ASU 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments*.

Intangible assets, all of which are subject to amortization, consisted of the following at December 31:

| | Customer Contracts and Customer Lists | Covenants Not to Compete | Operating Rights | Trademark/ Trade Name | Total |
|---|---|---|---|---|---|
| 2019: | | | | | |
| Intangible assets | $ 63,203 | $ 11,896 | $ 5,066 | $ 6,414 | $ 86,579 |
| Less accumulated amortization | (22,160) | (5,889) | (1,647) | (2,318) | (32,014) |
| | $ 41,043 | $ 6,007 | $ 3,419 | $ 4,096 | $ 54,565 |
| 2018: | | | | | |
| Intangible assets | $ 60,741 | $ 11,615 | $ 5,066 | $ 6,414 | $ 83,836 |
| Less accumulated amortization | (17,790) | (3,939) | (1,023) | (1,933) | (24,685) |
| | $ 42,951 | $ 7,676 | $ 4,043 | $ 4,481 | $ 59,151 |

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### Note 6. Goodwill and Other Intangible Assets (Continued)

Amortization expense for these intangible assets was $7,330 and $6,130 for the years ended December 31, 2019 and 2018, respectively. Future intangible asset amortization expense estimated as of December 31, 2019 is as follows:

| | |
|---|---|
| 2020 | $ 6,923 |
| 2021 | 6,723 |
| 2022 | 6,506 |
| 2023 | 5,808 |
| 2024 | 3,861 |
| Thereafter | 24,744 |
| | $ 54,565 |

### Note 7. Long-Term Debt

Long-term debt consisted of the following at December 31:

| | 2019 | 2018 |
|---|---|---|
| Term Loan B, variable interest based on LIBOR plus 2.50% with no LIBOR floor, less discount of $0.4 million (4.299% at December 31, 2019), maturing August 2023 | $ 388,218 | $ 392,063 |
| Revolving credit facility, variable interest based on LIBOR plus 2.75% (4.55% at December 31, 2019), maturing February 2023 | 54,000 | 49,000 |
| Equipment financing agreement, variable interest based on 3-month LIBOR plus 2.5%, due November 2021 | 5,643 | 6,479 |
| Other and seller notes | 1,222 | 874 |
| | 449,083 | 448,416 |
| Less current maturities | (5,476) | (5,665) |
| Less debt issuance costs, net | (2,645) | (3,556) |
| | $ 440,962 | $ 439,195 |

***Syndicated Credit Agreement (Term Loan B and Revolving Credit Facility):*** On August 12, 2016, the Company entered into a syndicated credit agreement, establishing a $300 million Term Loan B maturing on August 12, 2023 (Term Loan B) and a $125 million revolving line of credit maturing on August 12, 2021 (Revolver). Security for the credit agreement is first priority perfected liens on all property and assets of the Company and each of its subsidiaries. The agreement contains customary representations, warranties, covenants and events of default, including a financial covenant related to leverage. The Term Loan B requires a one percent annual amortization to be paid in quarterly installments.

On April 17, 2018, the Company and the lenders who are parties to the credit agreement entered into a second amendment to the credit agreement. Amendments to the credit agreement included (i) a reduction of the Term Loan B interest rate spread from 275 basis points to 250 basis points, (ii) an increase in the principal amount of the Term Loan B of $100 million, (iii) a reduction of the Revolver interest rate spread from 300 basis points to 275 basis points and (iv) an extension of the Revolver maturity from August 2021 to February 2023. The proceeds of the $100 million add-on to the Term Loan B were used to fund the 2018 acquisitions (see Note 4). In conjunction with the second amendment, the Company incurred fees of $1,484, of which $467 were capitalized and are being amortized over the remaining term of the debt and $1,017 were expensed and included in interest expense.

## Note 7. Long-Term Debt (Continued)

At December 31, 2019, the balance outstanding on the Revolver was $54 million. The capacity on the Revolver is reduced by outstanding letters of credit. At December 31, 2019, there were $9.0 million in outstanding letters of credit that serve as collateral for insurance claims, leaving $62.0 million in available capacity under the Revolver.

**$10 million equipment financing line:** On November 20, 2015, the Company entered into an equipment financing arrangement with a financial institution. The Company used the line for equipment purchases until August 31, 2016, at which time a tranche election was made, which converted the outstanding balance to an amortized tranche. The principal is being repaid on a 10 year amortization schedule priced at 3-month LIBOR plus 250 basis points with a balloon payment due on November 20, 2021. At December 31, 2019, the outstanding balance was $5.6 million.

**Other and seller notes:** At December 31, 2019, the Company had a capital lease for certain equipment with a total balance of $785. At December 31, 2019 and 2018, the Company had $437 and $644, respectively, outstanding on its swingline account, which was repaid in January of the subsequent year.

As of December 31, 2018, the Company had $230, respectively, outstanding and payable to one former owner of an acquired company. The outstanding balance was paid in full in January 2019.

The aggregate payments of long-term debt outstanding at December 31, 2019 are as follows:

| | |
|---|---|
| 2020 | $ 5,476 |
| 2021 | 9,031 |
| 2022 | 4,223 |
| 2023 | 430,714 |
| | 449,444 |
| Debt discount, net | (361) |
| | 449,083 |
| Debt issuance costs, net | (2,645) |
| | $ 446,438 |

## Note 8. Stockholders' Equity

**Restricted equity shares compensation:** In 2013, the Parent adopted a long-term equity incentive plan (LTIP, the Plan) that authorizes the issuance of two classes of restricted equity interests (REIs) of the Parent to key employees and directors of the Company, which may be awarded as Class B time-vesting REIs (Old Class B) or Class C performance-vesting REIs. Old Class B REIs vest over a period of three years and the vesting of Class C REIs is contingent upon meeting performance goals identified by the Parent. The estimated time expected to achieve the established performance goals causing the Class C REIs to vest is five years. For both the Old Class B and Class C REIs, the Company recognizes compensation expense on a straight line basis over the service period for each separately vesting portion of the award as if the award was, in substance, multiple awards. The Plan provides for the award and issuance of 300,000 REIs.

In 2017, the Parent modified the LTIP and granted new awards of REIs (time-based Class B REIs (New Class B) and performance based Class D and Class E REIs). It also authorized to certain holders of Class C REIs the opportunity to exchange the existing Class C REIs for both Class D and Class E REIs on a 50 percent-50 percent allocation based on the quantity of Class C REIs exchanged. Old Class B and Class C REIs granted prior to 2017 will continue to vest as originally designed, and New Class B REIs granted in 2017 and forward will vest on the earlier of (i) an exit transaction or (ii) seven years from the date of award. The vesting of the Class D and Class E REIs is contingent upon a triggering event that results in the achievement of certain investment return hurdles and, therefore, stock compensation expense will not be incurred or recognized until such time as the triggering event has occurred.

## Note 8. Stockholders' Equity (Continued)

The fair value of the vesting units is determined based on the Black-Scholes option pricing model at grant date. On January 1, 2018, the Company adopted FASB ASU No. 2016-09, *Compensation-Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting* and as a result elected to account for forfeitures as they occur and all excess tax benefits and tax deficiencies related to share-based payments to be recognized in income tax expense.

A summary of the nonvested shares as of December 31, 2019 and 2018 and the changes during the year ended December 31, 2019 are as follows:

| | Class B | | Class C | | Class D | | Class E | |
|---|---|---|---|---|---|---|---|---|
| Nonvested Shares | Shares | Weighted Average Grant Date Fair Value | Shares | Weighted Average Grant Date Fair Value | Shares | Weighted Average Grant Date Fair Value | Shares | Weighted Average Grant Date Fair Value |
| | (in 000's) | | (in 000's) | | (in 000's) | | (in 000's) | |
| December 31, 2018 | 60 | $ 26.19 | 17 | $ 6.00 | 67 | $ 13.61 | 56 | $ 10.22 |
| Granted | 32 | 61.72 | - | - | 12 | 58.92 | 12 | 49.22 |
| Vested | - | - | - | - | - | - | - | - |
| Forfeited | (8) | 61.72 | - | - | (1) | 13.61 | (4) | 10.22 |
| December 31, 2019 | 84 | $ 36.34 | 17 | $ 6.00 | 78 | $ 20.56 | 64 | $ 17.53 |

In 2019 and 2018, the Parent issued new Class B REIs of 32,185 and 10,125, respectively. As of December 31, 2019, no additional REIs remain available for issuance under the Plan. Total share based compensation expense recognized for the years ended December 31, 2019 and 2018 was $204, net of forfeitures of $150, and $281, respectively, which was related to unvested and vested shares. Share-based compensation expense is included in general and administrative expense in the consolidated statements of operations. At December 31, 2019, there was $2.7 million of total unrecognized compensation cost related to New Class B REIs granted under the Plan; which is expected to be recognized over a weighted average remaining period of five years. In 2019, the Parent issued 11,781 Class D and 11,754 Class E REIs to key personnel. In 2018, the Parent issued 5,000 Class D and 5,000 Class E REIs to key personnel. There will be no share based compensation expense recognized on Class D and Class E REIs as these shares vest only upon the occurrence of a triggering event that results in the achievement of certain investment return hurdles which may or may not be achieved.

## Note 9. Employee Benefit Plan

Effective February 1, 2000, the Company began sponsoring a 401(k) Profit Sharing Plan for its eligible employees. Under the plan, eligible employees are permitted to make salary deferrals of amounts up to the Internal Revenue Service (IRS) limitation. Salary deferrals are matched 25 percent by WCA, subject to IRS limitations, and employees are 100 percent vested in these matching contributions after three years of service with the Company. Salary deferrals are 100 percent vested at all times. Matching contributions to the plan for continuing operations totaled $886 and $735 for the years ended December 31, 2019 and 2018, respectively.

## Note 10. Income Taxes

The Tax Cuts and Jobs Act (Tax Reform Act), which was signed into law on December 22, 2017, permanently reduces the U.S. corporate income tax rate from a maximum of 35 percent to a flat 21 percent rate, effective January 1, 2018.

The Company's provision for income taxes is determined by applying the applicable statutory rate to the Company's pretax financial reporting income (loss), adjusted for permanent book tax differences. The Company's federal and state income tax provision attributable to pretax income (loss) for the periods reported consist of the following:

| | 2019 | 2018 |
|---|---|---|
| Current: | | |
| Federal | $ - | $ - |
| State | (681) | (610) |
| Deferred: | | |
| Federal | 5 | (6,407) |
| State | (356) | (371) |
| Income tax provision | $ (1,032) | $ (7,388) |

At December 31, 2019 and 2018, the individually significant components that comprise the Company's deferred tax assets and liabilities are as follows:

| | 2019 | 2018 |
|---|---|---|
| Deferred tax assets: | | |
| Federal net operating loss carryforward | $ 41,280 | $ 38,848 |
| State net operating loss carryforward | 11,366 | 11,977 |
| Other | 2,239 | 4,342 |
| Deferred tax assets before valuation allowance | 54,885 | 55,167 |
| Valuation allowance | (19,140) | (19,274) |
| Deferred tax assets after valuation allowance | 35,745 | 35,893 |
| Deferred tax liabilities: | | |
| Excess of book basis over tax basis of property, plant and equipment, intangible assets and goodwill | (47,329) | (47,107) |
| Prepaid expenses | (603) | (622) |
| Deferred tax liabilities | (47,932) | (47,729) |
| Net deferred tax liabilities | $ (12,187) | $ (11,836) |

At December 31, 2019, the Company had a federal net operating loss carryforward (NOL) of approximately $201.2 million which, if not utilized, will begin to expire in 2021. Additionally the Company has state NOLs of approximately $275.8 million which have begun to expire. The amount of both federal and state NOLs that can be utilized to offset taxable income in any individual year may be severely limited. Accordingly, the Company has established valuation allowances against the deferred tax assets associated with its federal NOL and state NOLs. The valuation allowances for federal and state deferred tax assets as of December 31, 2019 and 2018 was $19,140 and $19,274, respectively. The change in the total valuation allowance for the years ended December 31, 2019 and 2018 was a net decrease of $134 and $6,702, respectively. In assessing the Company's ability to realize its deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment.

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### Note 10. Income Taxes (Continued)

Included in the balance of net deferred tax liabilities as of December 31, 2019 and 2018 were unrecognized tax benefits of $978, and if recognized in future periods, would impact the Company's effective tax rate.

The Company recognizes interest and penalties accrued related to unrecognized tax benefits in income tax expense. During the year ended December 31, 2019, the Company did not record any interest or penalties.

The Company is subject to federal income tax in the United States and to state taxes in the various states in which it operates within the United States. With few exceptions, the Company remains subject to both U.S. federal income tax and to state and local income tax examinations by taxing authorities for tax years through 2002. Currently, the Company is not involved in a federal income tax examination.

The table below reconciles the Company's statutory income tax provision attributable to pretax income (loss) to its effective income tax provision at December 31, 2019 and 2018:

| | 2019 | 2018 |
|---|---|---|
| Statutory federal tax (expense) benefit | $ 314 | $ 2,730 |
| State income tax expense, net of federal tax | (819) | (1,057) |
| Valuation allowance | 134 | (6,702) |
| Nondeductible expenses, accrual adjustments and other | (661) | (2,359) |
| Effective tax provision | $ (1,032) | $ (7,388) |

In 2019, the State of Texas initiated and substantially completed a sales tax audit for the fiscal years 2016, 2017 and 2018, which resulted in a $1.0 million charge to selling, general and administrative expenses.

### Note 11. Revenues

The Company's operations consist of the collection, transfer, processing, recycling and disposal of nonhazardous solid waste. Revenues are generated primarily from the Company's collection operations, which consists of residential, commercial and roll-off customers, and landfill disposal services. The following table reflects total revenues by service line for the years ended December 31, 2019 and 2018:

| | 2019 | 2018 |
|---|---|---|
| Total revenues: | | |
| Collection: | | |
| Residential | $ 114,659 | $ 109,644 |
| Commercial | 80,448 | 71,713 |
| Roll-off | 84,134 | 64,477 |
| Total collection | 279,241 | 245,834 |
| Disposal, net | 55,929 | 52,909 |
| Transfer and other | 67,763 | 58,519 |
| Total revenues | $ 402,933 | $ 357,262 |

Other includes recycling material sales and commodity revenues of $5.8 million and $5.4 million for the years ending December 31, 2019 and 2018, respectively.

## Note 12. Commitments and Contingencies

**Operating leases:** The Company leases certain of its operating and office facilities for various terms. Lease expense aggregated $2,208 and $2,404 during 2019 and 2018, respectively. The long-term, non-cancelable rental obligations at December 31, 2019 are due in the following years:

| | |
|---|---|
| 2020 | $ 2,126 |
| 2021 | 1,278 |
| 2022 | 1,217 |
| 2023 | 1,070 |
| 2024 | 649 |
| Thereafter | 410 |
| | $ 6,750 |

**Financial instruments:** Letters of credit, performance bonds, and other guarantees have been provided by the Company to support performance of landfill final closure and post-closure requirements, insurance contracts, and other contracts. Total letters of credit and performance bonds outstanding at December 31, 2019 aggregated approximately $149 million.

**Environmental matters:** In the normal course of business and as a result of the extensive governmental regulation of the solid waste industry, the Company may periodically become subject to various judicial and administrative proceedings involving federal, state or local agencies. In these proceedings, an agency may seek to impose fines on the Company or to revoke or deny renewal of an operating permit it holds.

From time to time, the Company may also be subject to actions brought by citizens' groups or adjacent landowners or residents in connection with the permitting and licensing of landfills and transfer stations the Company owns or operates or alleging environmental damage or violations of the permits and licenses pursuant to which the Company operates.

The Company may also be subject to liability for any environmental damage that its solid waste facilities cause to neighboring landowners or residents, particularly as a result of the contamination of soil, groundwater, surface water, and drinking water, including damage resulting from conditions existing prior to the acquisition of such facilities by the Company.

The Company may also be subject to liability for any off-site environmental contamination caused by pollutants or hazardous substances whose transportation, treatment, or disposal was arranged by the Company or its predecessors. Any substantial liability for environmental damage incurred by the Company could have a material adverse effect on the Company's financial condition, results of operations, or cash flows. As of December 31, 2019, the Company was not aware of any significant environmental liabilities.

**Legal proceedings:** The Company is a party to various legal proceedings that have arisen in the ordinary course of business. Losses resulting from most legal proceedings are covered by insurance policies maintained by the Company, less applicable deductibles or retention amounts that range from $100 to $500 depending on the nature of the insurance coverage. While the results of these matters cannot be predicted with certainty, the Company believes that losses, if any, resulting from the ultimate resolution of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows. However, unfavorable resolution could affect the consolidated financial position, results of operations or cash flows for the period in which they are resolved.

**Note 12. Commitments and Contingencies (Continued)**

In May 2018, a collective action lawsuit was filed in Federal court in Houston, Texas against the Company alleging violation of the wage and hour requirements of the Fair Labor Standards Act as a result of the Company deducting from the paychecks of current and former commercial drivers of the Company one-half hour for the daily lunch breaks such drivers are required to take under Department of Transportation's rules and regulations and the Company's safety policy. Following initial discovery, the Company and legal counsel for the named plaintiffs mediated this lawsuit in December 2018, at which time the Company entered into a memorandum of understanding for settlement and resolution of the lawsuit. The settlement amount is $1.64 million, which includes legal fees to be paid to the attorneys representing the named plaintiffs in the lawsuit and administrative costs. All eligible class members have been provided written notice of the terms of the settlement, who had until April 3, 2019 to elect to opt into the settlement of the lawsuit and receive their portion of the net settlement amount. Under the terms of the settlement, the lawsuit will be dismissed with prejudice and any and all claims under the Fair Labor Standards Act or equivalent state statutes will be released by each of the eligible class members who opt into the settlement. This collective action lawsuit resulted in the Company incurring and expensing legal costs of $1.8 million in 2018, inclusive of the settlement amount of $1.64 million which is included in selling, general, and administrative expenses in the consolidated statement of operations for the year ended December 31, 2018. Under the terms of the settlement, $108 of the settlement amount will be refunded to the Company, which refund is expected to be received in the first quarter of 2020.

Other than as set forth above and routine litigation incidental to the Company's business, which is not currently expected to have a material adverse effect upon its financial condition, results of operations or prospects, there are no pending material legal proceedings to which the Company is a party or to which any of its property is subject.

**Other potential proceedings:** In the normal course of business and as a result of the extensive governmental regulation of the solid waste industry, the Company may periodically become subject to various judicial and administrative proceedings involving federal, state or local agencies. In these proceedings, an agency may seek to impose fines on the Company or to revoke or deny renewal of an operating permit it holds. From time to time, the Company may also be subject to actions brought by citizens' groups or adjacent landowners or residents in connection with the permitting and licensing of landfills and transfer stations the Company owns or operates or alleging environmental damage or violations of the permits and licenses pursuant to which the Company operates. Moreover, the Company may become party to various claims and suits pending for alleged damages to persons and property, alleged violations of certain laws and alleged liabilities arising out of matters occurring during the normal operation of a waste management business.

No assurance can be given with respect to the outcome of any such proceedings or the effect such outcomes may have on the Company, or that the Company's insurance coverages would be adequate. The Company is self-insured for a portion of its general liability, workers' compensation and automobile liability. The Company's excess loss limits related to its self-insured portion of (i) general liability and workers' compensation are $100 and $250, respectively and (ii) automobile liability is $500. The frequency and amount of claims or incidents could vary significantly from quarter-to-quarter and/or year-to-year, resulting in increased volatility of its costs of services.

## Note 13. Subsequent Events

The Company has evaluated subsequent events through March 11, 2020, which is the date the consolidated financial statements were issued.

On January 10, 2020, the Company closed the acquisition of the solid waste roll-off collection and recycling assets and transfer station permit of Central Arkansas Recycling & Disposal Services, an Arkansas limited liability company (CARDS). Total estimated consideration for this acquisition was $7.95 million, net of $500 held back at closing for potential indemnification claims, which holdback amount will be disbursed to seller in 2020 less the amount of any such indemnification claims. In connection with this acquisition, the Company's Arkansas operating subsidiary (Waste Corporation of Arkansas, LLC) entered into a long-term operating agreement with CARDS pursuant to which it will operate CARDS' Class IV construction and demolition waste landfill in Little Rock, Arkansas (the CARDS Landfill) for its remaining life. Waste Corporation of Arkansas, LLC also has the right to acquire additional real property from an affiliate of CARDS upon receipt of regulatory approval for expansion of the CARDS Landfill. Waste Corporation of Arkansas, LLC will also own and operate the municipal solid waste transfer station that is permitted for operation adjacent to the CARDS Landfill.

On February 28, 2020, the Company acquired certain assets of American Waste Management, LLC for a total estimated purchase price of $0.7 million.

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# TAB 6

NOTARIZED AFFIDAVIT OF COMPLIANCE
E-VERIFY
CERTIFICATE OF GOOD STANDING
W-9
EQUIPMENT TO BE USED
MUNICIPAL REFERENCES
FACILITIES TO BE USED
CONTRACTOR LICENSE; CITY, TRANSFER STATION, LANDFILL
SAMPLE CERTIFICATE OF INSURANCE
JOPLIN-EMERGENCY SERVICES 2011

**AFFIDAVIT OF COMPLIANCE**

CITY FACILITIES SOLID WASTE COLLECTION SERVICES RFP: #102- 2020

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

__X__ We **TAKE** exception to the RFP Documents/Requirements as follows:

Any roll off container requiring solid waste disposal shall be charged a fee of $45.00 per ton at the Joplin Transfer Station

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name Waste Corporation of Missouri LLC **ADDENDA**

By Max Murray
(Authorized Person's Signature)

Max Murray, Municipal Marketing
(Print or type name and title of signer)

Company Address 2211 W Bennett

Springfield, MO 65807

Telephone Number 417/849-6988

FAX: _____

Date: December 10, 2020

Bidder acknowledges receipt of the following amendment:

Addendum No. 1 Date 12-01-2020

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Email mmurray@wcamerica.com

FEID No. 76-0657707

**CITY OF JOPLIN**
**STATEMENT OF NO PROPOSAL**
REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #101- 2020

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **SOLID WASTE COLLECTION SERVICES RFP - #101-2020** FOR ***DESCRIPTION*** FOR THE FOLLOWING REASON(S):

_____INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____UNABLE TO MEET SPECIFICATIONS.

_____UNABLE TO MEET INSURANCE REQUIREMENTS.

_____SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER_____DATE _____

**Affidavit of Compliance with Section 285.500, RSMo., et seq.**
**For All Agreements In Excess Of $5,000.00.**
**Effective January 1, 2009**

STATE OF Missouri )
) ss.
COUNTY OF Greene )

Before me, the undersigned Notary Public, in and for the County of Greene, State of Missouri, personally appeared Max Murray *(Name* who is Municipal Marketing Representative *(Title)* of Waste Corporation of Missouri LLC *(Name of company),* a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.
**Documentation of participation in a federal work authorization program is attached to this affidavit.**

Signature

Print Name: Max Murray

Subscribed and sworn to before me this 14h day of December, 2020.

Tammy Lee Agee
Notary Public

My commission expires: 01/31/2023

TAMMY LEE AGEE
Notary Public, Notary Seal
State of Missouri
Greene County
Commission # 19933339
My Commission Expires 01-31-2023

INSERT E-VERIFY

INSERT CERTIFICATE OF GOOD STANDING

Company ID Number: 40635
Client Company ID Number: 297548

# THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

## ARTICLE I

## PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **WCA Management Company, L.P.** (Employer), and **LawLogix Group, Inc.** (Designated Agent) regarding the Employer's and Designated Agent's participation In the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer Include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work In the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify Is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program Is found In Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to In this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found In Subpart 22.18 and in Executive Order 12989, as amended.

## ARTICLE II

## FUNCTIONS TO BE PERFORMED

### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available Information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation In E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
   - Automated verification checks on alien employees by electronic means, and
   - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.

6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the

period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance

monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

    c. institutions of higher education, State, local and tribal governments and

sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local , tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.

2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.

3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

    A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

    B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.

4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## ARTICLE III

## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the

photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

   - Scanning and uploading the document, or
   - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

## ARTICLE IV

## SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

## ARTICLE V

Company ID Number: 40635
Client Company ID Number: 297548

## PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibllities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.

Company ID Number: 40635
Client Company ID Number: 297548

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

**WCA Management Company, L.P.** (Employer) hereby designates and appoints **LawLogix Group, Inc.** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **WCA Management Company, L.P.** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

**Company ID Number:** 40635 **Client Company ID Number:** 297548

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

| | |
|---|---|
| **Employer**<br>WCA Management Company, L.P. | |
| Name (Please Type or Print)<br>Michael A. Roy | Title<br>Vice President |
| Signature<br> | Date<br>1-19-10 |
| **E-Verify Employer Agent**<br>LawLogix Group, Inc. | |
| Name (Please Type or Print)<br>Ronnie Ho | Title |
| Signature<br>Electronically Signed | Date<br>01/19/2010 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>01/19/2010 |

Company ID Number: 40635
Client Company ID Number: 297548

## Information Required
## For the E-Verify Designated Agent Program

**Information relating to your Company:**

**Company Name:** WCA Management Company, L.P.

**Company Facility Address:** One Riverway, Suite 1400
Houston, TX 77056

**County or Parish:** HARRIS

**Employer Identification Number:** 760700073

**North American Industry Classification Systems Code:** 562

**Parent Company:** WCA Waste Corporation

**Number of Employees:** 1,000 to 2,499

# STATE OF MISSOURI

John R. Ashcroft
Secretary of State

# CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

**WCA of Missouri, LLC**

**FL001415520**

A Delaware entity was created under the laws of this State on 2/2/2016, and is Active, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 28th day of August, 2020.

Secretary of State

Certification Number: CERT-IN19972

## EQUIPMENT TO BE USED

| YEAR | MAKE/MODEL DESCRIPTION | HOURS/MILES (AS OF_____) | OWN/LEASE | NUMBER OF UNITS |
|---|---|---|---|---|
| 2020 | Waste Equip Containers | New | Own | 74 +/- |
| 2020 | Autocar Rear Load | existing | Own | 2 |
| 2020 | Heil Bodies | existing | Own | 2 |
| 2021 | Autocar Front Load | New | Own | 1 |
| 2018 | Autocar Front Load | existing | Own | 1 |
| | | | | |
| 2017 | Autocar Front Load | existing | Own | 1 |
| 2013 | Mack Front Load | existing/spare | Own | 2 |
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INSERT SAMPLE COI

INSERT W-9

INSERT CONTRACTOR LICENSE
(CITY / TRANSFER / LANDFILL)

# SAMPLE CERTIFICATE OF INSURANCE

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/29/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

**INSURED**
WCA Waste Corporation
1330 Post Oak Blvd.
7th Floor
Houston TX 77056 USA

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | National Union Fire Ins Co of Pittsburgh | 19445 |
| INSURER B: | AIU Insurance Company | 19399 |
| INSURER C: | New Hampshire Insurance Company | 23841 |
| INSURER D: | Underwriters At Lloyds London | 15792 |
| INSURER E: | Ironshore Specialty Insurance Company | 25445 |
| INSURER F: | | |

**COVERAGES** **CERTIFICATE NUMBER:** 570083354394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| D | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT LOC<br>OTHER: | | | ENVP000026420 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$300,000<br>$25,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | CA 1722399 | 08/01/2020 | 08/01/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $5,000,000 |
| E | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION | | | 004207601 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC048425945<br>(AOS)<br>WC048425946<br>(FL) | 08/01/2020<br>08/01/2020 | 08/01/2021<br>08/01/2021 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| D | Env Site Liab | | | ENVP000026420<br>Claims Made | 08/01/2020 | 08/01/2021 | Onsite Clean up Pre-<br>Onsite Clean up New<br>Offsite Clean up Pre | $10,000,000<br>$10,000,000<br>$10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Evidence of Insurance

**CERTIFICATE HOLDER**

WCA Waste Corporation
1330 Post Oak Blvd.,7th Floor
Houston TX 77056 USA

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

*Aon Risk Services Southwest, Inc.*

**Holder Identifier :**

**Certificate No :** 570083354394

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AGENCY CUSTOMER ID: 10646024
LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Southwest, Inc. | WCA Waste Corporation |
| POLICY NUMBER: See Certificate Number: 570083354394 | |
| CARRIER: See Certificate Number: 570083354394 / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | WORKERS COMPENSATION | | | | | | | |
| C | | N/A | | WC048425947 (ND,OH,WA,WY) | 08/01/2020 | 08/01/2021 | | |
| | OTHER | | | | | | | |
| D | Env Site Liab | | | ENVP000026420 Claims Made | 08/01/2020 | 08/01/2021 | Offsite Clean up New | $10,000,000 |
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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Waste Corporation of Missouri, LLC**

2 Business name/disregarded entity name, if different from above

**WCA of Missouri, LLC**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**1330 Post Oak Blvd., 7th Floor**

6 City, state, and ZIP code

**Houston, TX 77056**

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 7 | 6 | – | 0 | 6 | 5 | 7 | 7 | 0 | 7 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Michael Roy, Vice President Date ▶ 4/22/20

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

CITY OF
JOPLIN
MISSOURI

Business name . : WASTE CORPORATION OF MO LLC
Phone number . : (417) 623-6620 Ctl nbr . : 3370
Location addr . : 3700 W 7TH ST
Lic Nbr/Class . : 20 00012990 TRASH HAULER
Issue date . . : 1/17/20 Expiration date . : 12/31/20

LICENSE NON-TRANSFERABLE/DISPLAY IN VIEW FOR CUSTOMERS

WASTE CORPORATION OF MO LLC
3700 W 7TH ST
JOPLIN MO 64801-5901

# Waste Corporation of Missouri - Joplin Transfer Station

**Permit Number:** 0409701
**Date Issued:**
**County:** Jasper
**Solid Waste Management District: M (../swmd/distm.htm)**
**DNR Regional Office: Southwest Regional Office (../../../regions/swro.htm)**

**Contact:**
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
**Phone:** 816-223-2870

**Owner:**
Waste Corporation of Missouri
One Riverway, Suite 1400
Houston, TX 77056
**Phone:** 816-223-2870

# OAK GROVE LANDFILL PERMITS

## 1150 E 700 AVE

## ARCADIA, KS 66711

Oak Grove Landfill:

Solid Waste Permit:  #0819

Air Permit: #0370039

Storm Water Permit General: #S-MCST-0701-1

Current life expectancy of Oak Grove landfill is through 2038.

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/06/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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**PRODUCER**
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | National Union Fire Ins Co of Pittsburgh | 19445 |
| INSURER B: | New Hampshire Insurance Company | 23841 |
| INSURER C: | Illinois National Insurance Co | 23817 |
| INSURER D: | Underwriters At Lloyds London | 15792 |
| INSURER E: | XL Insurance America Inc | 24554 |
| INSURER F: | Ironshore Specialty Insurance Company | 25445 |

**INSURED**
WCA Waste Corporation
1330 Post Oak Blvd.
7th Floor
Houston TX 77056 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570079454309 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| D | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | ENVP000026419<br>General Liability | 08/01/2019 | 08/01/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$300,000<br>$25,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | CA 1722313<br>AOS | 08/01/2019 | 08/01/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $5,000,000 |
| F | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION | | | 004207600<br>Umbrella | 10/01/2019 | 08/01/2020 | EACH OCCURRENCE<br>AGGREGATE | $25,000,000<br>$25,000,000 |
| B<br>C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC14022202<br>AOS<br>WC14022201<br>FL | 08/01/2019<br>08/01/2019 | 08/01/2020<br>08/01/2020 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Evidence of Insurance

**CERTIFICATE HOLDER**

WCA Waste Corporation
1330 Post Oak Blvd.,7th Floor
Houston TX 77056 USA

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Aon Risk Services Southwest, Inc.

**Holder Identifier :**

**Certificate No :** 570079454309

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AGENCY CUSTOMER ID: 10646024
LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Southwest, Inc. | WCA Waste Corporation |
| POLICY NUMBER: See Certificate Number: 570079454309 | |
| CARRIER: See Certificate Number: 570079454309 / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | EXCESS LIABILITY | | | | | | | |
| E | | | | US00094618LI19A<br>25MM XS 25MM | 10/01/2019 | 08/01/2020 | Aggregate | $25,000,000 |
| | | | | | | | Each Occurrence | $25,000,000 |
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**Active Municipal Partnerships**

City of Webb City
200 S Main
Webb City, MO. 64870
Carl Francis, City Administrator
417-673-4651
Customer since November, 2003

City of Sarcoxie
P.O. Box 130
Sarcoxie, MO. 64801
Don Triplett, Mayor
417-548-7242
Customer since November, 2009

City of Mansfield
P.O. Box 467
Mansfield, MO. 65704
Tracy Davis, City Clerk
417-924-8340
Customer since January, 2000

City of Duenweg
106 Webb Street
Duenweg, MO. 64841
Shirley Lewis, City Clerk
417-457-8050 XT241 Customer
since July, 2016

**Additional references available upon request.**

Webb City
We Love It Here!

**City of Webb City** * PO Box 30 * 200 Main Street* Webb City, Missouri64870
Office of Administration 417-673-4651 Fax – 417-673-6264

**To:** **Whom it may concern**

**From:** **Carl Francis, City Administrator**

**Subject:** **Letter of Reference**

**Date:** **09/29/2020**

**The City of Webb City has contracted with Waste Corporation of America for at least the past 15 years that I have been here and not sure how long prior to that. The solid waste business can often be filled with problems and concerns for a municipality such as ours. I have found WCA to be fair and responsive when any problems have come up. They communicate well through their area supervisor and have responded to issues 24/7 when needed.**

**I would not hesitate to recommend their services.**

**Sincerely;**

**Carl Francis**
**City Administrator**
**Webb City Missouri**

City of Sarcoxie
111 N. 6th Street | PO Box 130 | Sarcoxie, MO 64862
Phone: 417-548-7242 | Fax: 417-548-3108
Website: www.sarcoxiemo.com

November 1, 2020

RE: WCA letter of recommendation

To whom it may concern:

WCA has provided residential trash service for the City of Sarcoxie since 2009. We continue to be extremely satisfied with all aspects of their service and consider them to be one of our most valuable and reliable vendors.

Their equipment is first rate. Poly carts are uniform, appear to age well, and are quick to be replaced if damaged. WCA allows the City to keep an inventory of poly carts which enables us to react quickly to get carts to new residents or to satisfy requests for extra carts. Their trucks are new, well-marked with flashing lights and decals, and ultra-quiet.

Our experience with their staff has been very satisfying. There are less missed trash pickups and upset customers when drivers stay on the same routes over the long term. WCA shares this belief. Jennifer, WCA's local driver rep, has been running the Sarcoxie route for at least the last four years. She not only does a great job she has become friends with our staff at City Hall as well as folks around the city. She has even been known to leave her truck to pull poly carts down to the street when people occasionally forget its trash day.

Resolution of occasional resident complaints is just a part of trash service. One thing we enjoy in our dealings with WCA is the ethics and tools they bring to such issues. Jennifer is great about trying to work through issues with trash pickups that are outside of the norm. She also does a good job communicating persistent issues to us so we can advise the resident of the issue. Trucks are equipped with cameras to provide proof of issues she can't take care of. This can range from poly carts not being at the curb or improper items in carts to low hanging tree limbs. Most issues are quickly addressed at the driver / city collector level. For the ultra-rare bigger issues, the management team at WCA is quick to respond to calls or emails.

I just can't say enough about WCA and the service they provide for our community. I highly recommend them for residential trash service.

Respectfully,

Don Triplett
Mayor
City of Sarcoxie
mayor@sarcoxiemo.com

**BLAKE MILLER**
*MAYOR*

**BRAD HANGER**
*CHIEF OF POLICE*

# CITY OF MANSFIELD
**PO BOX 467**
**MANSFIELD MO 65704**

**TRACY DAVIS**
*CITY CLERK*

**WENDY HEYWOOD**
*COURT CLERK*

September 30, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Mansfield has been contracted with WCA for both our residential and commercial trash service for more than 20 years. They provide excellent service and have employees that are great to work with. If any issues arise, a phone call is placed to their office and the problems are resolved quickly.

WCA provides the City of Mansfield with a poly-cart program, by distributing a new poly-cart to each of our residential customers at a very reasonable rate. When a cart is needed for a new resident or if a cart needs replaced, WCA is quick to accomplish those needs.

We have been very pleased with the service we have received and would highly recommend WCA.

If you should require additional information, please do not hesitate to contact me at your convenience.

Respectfully,

Tracy Davis

Tracy Davis – City Clerk
City of Mansfield
tdavis@mansfieldcityhall.org
417.924.8340

City of Duenweg
106 Webb Street/P.O. Box 105
Duenweg, MO 64841
Shirley J Lewis, City Clerk
(417) 623-2027

September 29, 2020

Re: Waste Corporation of Missouri

To Whom It May Concern:

The City of Duenweg has been contracted with WCA for our residential trash service for several years. They provide excellent service and have employee's that are great to work with. If we have any problems, all we have to do is give them a call and they get it taken care of quickly.

They have provided a poly-cart program that provided all of our residential customers with a new poly-cart and provided a rate for the customers that is very reasonable.

We have been very pleased with their service and would recommend them to anyone.

If you should require additional information, please do not hesitate to contact me at your convenience.

Shirley J Lewis,

City Clerk

## Transfer Station, Landfill, and MRF's to be Used

Waste Corporation of Missouri's Joplin Transfer Station shall be used for the initial processing of all waste and recycle materials collected through the waste and recycle contract with the City of Joplin. The Transfer Station is legally Permitted with the Missouri Department of Natural Resources and abides by all relevant rules and regulations as pertain to such facilities. The transfer station is located at 3700 W 7th Street, Joplin, MO, literally 100 yards outside the Joplin City Limits. (Copy of registration permit included)

Waste Corporation of Missouri shall utilize the Company owned and operated landfill, Oak Grove Landfill, located across the State line in Arcadia, Kansas. Oak Grove Landfill is a state-of-the-art landfill using the latest technology to turn landfill gas into electricity which is in turn marketed through local electric companies. Oak Grove meets all KDHE rules and regulations and has a good history with the State of Kansas. (Permit info following)

Waste Corporation of Missouri has access to multiple MRF facilities to process recyclable materials collected in conjunction with the City of Joplin recycle contract. In addition to the Midwest Fiber existing facility in Webb City, Waste Corporation has commitment agreements with New American Recycle / Greenway Recycling in Springfield as well as owning our own MRF facility, Town and Country Recycling in Harrisonville, MO. At this time, plans are to transport all recycle materials collected to the Midwest Fiber facility in Webb City (current receiver of Joplin residential recycle products), who will bale the materials and ship to their primary MRF facility in Springfield, MO for processing and marketing. Emergency backup facilities would include both Greenway and Harrisonville.

**Joplin Missouri**
**May 23, 2011 Tornado Facts**

- Tornado was an F5 that destroyed 8,000 structures including 300 businesses, employing 4,000 and was estimated to cost $3 billion to cleanup and rebuild.

- WCA operates a solid waste transfer station within 1 mile of the disaster area. Our landfill is 60 miles north of Joplin.

- WCA requested a permit modification from the Missouri Department of Natural Resources (MDNR) to expand our current transfer. The modification would allow for outdoor operations.

- WCA was granted the permit modification from MDNR within 24 hours of the disaster. WCA built a 7 acre open air transfer station within 72 hours of the issuance of the permit. The temporary station included three scales and scale offices, USACE viewing stations, unloading and loading area.

- WCA contracted with the USACE to accept debris trucks (clam trucks) from the disaster field and re-load them into 120 yard transfer trailers. Material was transported to our Oak Grove Landfill.

- WCA processed 4,099 debris trucks 1,700 roll-offs and disposed of 52,998 tons of material from May 23rd to August 7th.

- WCA was also involved with the disposal of ACM that was associated with structures that were not completely leveled.



*Joplin, Missouri Transfer Site for Major F5 Tornado debris - May 2011*

# TAB 7

# CITY OF JOPLIN ADDENDUMS TO RFP #102-2020

# NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: CITY FACILITY SOLID WASTE COLLECTION SERVICES RFP: #102- 2020

**DESCRIPTION: ADDENDUM #1 December 1, 2020**

**RFP Due Date: 3:00 P.M., CDST, Wednesday, December 16, 2020**

**Location:** City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

**Owner Representative: David K. Hertzberg P.E.** **Email:** dhertzbe@joplinmo.org

**Phone:** 417-624-0820, ext. 500 **Fax:** 417-625-4738

1. Are there any Addendums posted for Bid #102-2020?

   This Addendum, Addendum # 1 is now posted.

2. What is the submission date of the proposals?

   The new proposal submission date is December 16, 2020 3:00 p.m.

3. Are any services scheduled for Saturday service?

No services are regularly scheduled for Saturday service, but we may request Saturday service during a special event.

4. Are front load containers approved for use?
   Yes, front load containers are approved for use. If front loaders cause any damage to powerlines or other property, the contractor will be considered responsible for repairs.

5. Does the City want the billing cost to be invoiced by the number of times each container is serviced or averaged on a monthly basis?

   The City would like to pay one monthly bill that shows the servicing of containers that occurred in that month.

6. Does the City have constituent analysis on the materials discarded from the WWTP's identifying that waste as hazardous waste, special waste, or MSW? Does the City require any manifests documenting service to these containers?
   No, the City does not have constituent analysis on the materials discarded from the WWTP. We do not require any manifests documenting service to these containers. The waste from the WWTP is exempted from EPA regulations.:

***§261.4 Exclusions.***

*(a) Materials which are not solid wastes. The following materials are not solid wastes for the purpose of this part:*

*(1)(i) Domestic sewage; and*

*(ii) Any mixture of domestic sewage and other wastes that passes through a sewer system to a publicly owned treatment works for treatment, except as prohibited by §266.505 and Clean Water Act requirements at 40 CFR 403.5(b). "Domestic sewage" means untreated sanitary wastes that pass through a sewer system.*

7. Performance Bond:

   Section 1 calls for $500,000 performance Bond which will be significantly more than the annual revenue collected and is being questioned by Bonding Company

   The performance Bond will be $25,000.00

8. Flat rate for nuisance roll-off located at PWC?

   The City will pay a flat rate per pull of the 40-foot nuisance roll-off located at PWC.

9. What is the required bid bond?

   The City does not require a bid bond for this proposal.

***Each bidder shall acknowledge receipt of this addendum by affixing his signature below by noting this addendum on his bid form, and by attaching this addendum to his bid.***

**ACKNOWLEDGEMENT**
The undersigned acknowledges receipt of this addendum and the Bid submitted in accordance with information, instructions and stipulations set forth herein.

Bidder: Waste Corporation of Missouri LLC

Signed By: Max Murray Date: December 2, 2020

Respectfully Submitted,

David Hertzberg, P.E.