

ADDENDUM #1 February 8, 2019

TO: ALL POTENTIAL BIDDERS

FROM: RON VENTURELLA, BUNCOMBE COUNTY PROCUREMENT MANAGER

SUBJECT: Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of

Recyclables in Unincorporated Areas of Buncombe County

RFP # SWF-2020

The following changes, revisions, additions, and/or clarifications to the plans and/or specifications are hereby made a part of the original documents.

Addendum # 1

A mandatory pre-bid conference was held at 30 Valley Street, Asheville, NC 28801, on February 5, 2019 2:00 p.m. The list of attendees is attached.

The Procurement Manager, Ron Venturella, provided the following information.

- The following are important dates for this RFP.
 - o February 13, 2019, 5:00 p.m.: Deadline to submit questions in writing about the RFP
 - o February 21, 2019: Responses to final questions are published
 - March 1, 2019, 2:00 p.m.: Sealed proposals submitted to Buncombe County Procurement
 - April and May 2019: Buncombe County Commissioners to consider information on proposals received and the granting of a franchise at two of their regularly scheduled meetings (to be announced at a later time)
- All questions about the RFP should be submitted in writing to Ron Venturella at
 <u>ron.venturella@buncombecounty.org</u>. Responses to questions will be published for all to view.
 It is the County's intention to respond to all questions by addendum. There will be a minimum of
 two addendum.
- Proposals are due March 1, 2019 by 2:00 p.m. with no exceptions. Sealed proposals may be mailed to Buncombe County Procurement Division, PO Box 7526, Asheville, NC 28802, or may be delivered in person to the Procurement Division, 200 College Street, 4th floor, Asheville, NC 28801. Fax or emailed proposals will not be accepted. Contractors shall provide their original proposal and one (1) copy. Mark all envelopes containing proposals as "Proposal for Franchised Collection, RFP # SWF-2020". It is the responsibility of the applicant to ensure that their proposal is received. Receipt of proposals can be verified by calling 828-250-4154. There will be no public opening of proposals.

The following questions were asked by attendees and answered by the Solid Waste Director, Dane Pedersen.

- Who is the current service provider?
 - Waste Pro has been the service provider since 2010.
- Does the contractor pay disposal fees to Buncombe County?
 - Yes, tip fees are charged at the Buncombe Landfill and Buncombe Transfer Station.
 Refer to section 3.14 and 9.4 of the RFP #SWF-2020 document, also 62-45 (b)4 of the Buncombe County Solid Waste Management Code of Ordinance.
- If the contractor pays for disposal fees, can any increase be passed on to the citizen?
 - Please review Section 12 of the RFP #SWF-2020 document relating to Compensation Adjustments. Also, review Fees section 62-47 of the Buncombe County Solid Waste Management Code of Ordinance.
- Does the contractor or Buncombe County bill/invoice the citizen for this service?
 - Currently the contractor bills for these services (Subscriber Based Model).
- How often is the citizen invoiced? Monthly or quarterly?
 - Currently quarterly.
- Who takes the service questions or complaints from citizens? The Contractor or Buncombe County?
 - The County encourages subscribers to first contact the contractor regarding an initial complaint or general service questions. Please review section 11.1 of the RFP #SWF-2020 document and place consideration within proposals as to type(s) of technology that the contractor will implement for service verification purposes and for compliance with missed service report parameters.
- What is the cost of the blue bags? How does the citizen order the blue bags?
 - Several retailers carry the blue bags. A current price example is through Wal-Mart: 13 gallon, 60 count = \$7.27. Lowes and Ingles have historically sold the blue bags.
- What is the charge for the recycle service?
 - Currently there is no specific charge for recycling service.
- Does the rebate apply to commercial tonnage?
 - The rebate program will not apply to tonnage generated through this residential contract. Commercial tonnage will still be eligible for the rebate program if all other rebate program requirements are satisfied.
- What is the intent behind option 2? Will subscribers be limited to just what is inside the cart?
 - The intent is for just what is in the cart; will discuss with the selected provider regarding holiday flows and certain other nonstandard situations. As with any changes pertaining to the new contract, public education and outreach will be critical to successful implementation.

- How is "container" described?
 - This is currently described in the Solid waste ordinance. There will need to be work done between the County and the contractor to enforce use of containers as described in the ordinance.
 - Refer to the Buncombe County Solid Waste Management Ordinance definitions section (sec. 62-26) for "refuse receptacle or receptacle" and Section 62-30 – Storage; Collection; Transportation; Disposal.
 - o Pg. 13 of the current RFP provides a description of rollout carts.
- Will blue bags be allowed for the collection of recyclables?
 - The goal is that this RFP process will allow evaluation of the potential cost savings associated with moving away from the blue bag program.
 - The County is actively seeking grants for rollout carts, but unsure as to the net impacts at this time.
- Are recycling and trash to be collected on the same day?
 - Yes.
- On the price sheet, there is a line-item "premium service cap", what does that mean?
 - Refer to section 4.23 and section 4.33 of the RFP # SWF-2020 document.
- Is there a price increase schedule for tipping fees at the landfill and transfer station?
 - o Review the Buncombe County Solid Waste Ordinance, Section 62-47 Fees.
- What has been the price increase history since 2010?

Date	Monthly Rate	Percent Increase
January 1, 2010	\$14.20	
July 1, 2012	\$14.77	4.01%
August 1, 2018	\$15.41	4.35%
April 1, 2019	\$16.08	4.35%

- Is a current subscriber list available?
 - A list of current subscribers will be emailed to all that attended the pre-bid meeting in an Excel format.

Attached:

List of the pre-bid meeting attendees Buncombe County Solid Waste Ordinance Current contract

END OF ADDENDUM #1

Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of Recyclables in Unincorporated Areas of Buncombe County RFP # SWF-2020

ATTENDANCE SHEET

BUNCOMBE COUNTY RFP # SWF-2020 February 5, 2019, 2:00pm

Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of Recyclables in Unincorporated Areas of Buncombe County

COMPANY	<u>NAME</u>	PHONE #	<u>EMAIL</u>
Jennifer Rad	Cly Waste Industrie	5 910-850-3342	Jennifer Rackly ewaste industries con
	•		1 Ryan. Stack Emaste industries.com
Tray Hasks	Waste Industries	828-817-854	9 trey hanks @ wasteindysries com
Consolidated Was	te Services Mirgan	Alexander 82	28-645-0660 (business card)
-	Scott Wel	ch	" (business card)
Republic Service	& Malinda Bart	Kley 704-6	2013163 Mbarkty @ republic
((Steve Slot	er 328.251.1	4888 strangraphicservices.com
- Silvern	F SON VIGOT KENN		DEULONSON VOITEN CONTRACTOR
and to		/ /	423650 3095
REPUBLICSOLVICE	a Austeraj	828-217-488	4 GREYAWOREPSRV.Com
ABIE Rest AJONEU	JASTE GARY JUE	5-6ENS 469-215	5-004 GARY & ARCERENTESON CO
Waste Manage	ement trianda s	Earley 910-	4457094 afairleyewww.com
	7 + Josh G	neer + Jai	wes Harris
Waste Pru	Johnny Le	828 743	0032 jland maste prousa. com
Waste Pro	Sob Hyres	407-766-3	93 Chypes@woodepwus1.com
WASTEPRO	Chip Gingles	759.775.	3726 cgingles @ wasteprousq.com
WASTEPRO	JENNIFER HERRING	704-886-44	

ATTENDANCE SHEET

BUNCOMBE COUNTY RFP # SWF-2020 February 5, 2019, 2:00pm

Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of Recyclables in Unincorporated Areas of Buncombe County

COMPANY	<u>NAME</u>	_	PHONE #	<u>EMAIL</u>		
CES	MATT	KERBLE	704-2	239-8471	MattKee	2/0 (a)
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Crittin veste Grittmunte	Chad	GITTIN	878	712-7761	Chad a	907FFH
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Chapter 62 - SOLID WASTE MANAGEMENT 11

Footnotes:

Cross reference— Dead animals, § 6-31; environment, ch. 26; junkyards, § 26-121 et seq.; junked and abandoned vehicles, § 26-276 et seq.; littering in parks, § 54-3.

State Law reference— Authority to regulate the removal and disposal of garbage and trash, G.S. 153A-132.1, 153A-136.

ARTICLE I. - IN GENERAL

Secs. 62-1—62-25. - Reserved.

ARTICLE II. - COLLECTION, TRANSPORTATION AND DISPOSAL[2]

Footnotes:

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Editor's note— Ord. No. 09-09-03, § 2, Exh. A, adopted Sept. 1, 2009, amended Art. II in its entirety to read as herein set out. Former Art. II, §§ 62-26—62-32, 62-41—62-47, pertained to similar subject matter. See the Code Comparative Table in this Code for a complete derivation of these former provisions.

DIVISION 1. - GENERALLY

Sec. 62-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bulk container means a receptacle of not less than two cubic yards capacity nor larger than eight cubic yards capacity, constructed so as to be watertight but with drain plugs at the lowest point of the container to facilitate the drainage of any liquids that might accumulate in the container.

Business trash means waste accumulations of paper, sweepings, dust, rags, bottles, cans or other waste materials.

Collector means any franchised collector, hand collector, or detachable container collector.

Commercial establishment means any retail, wholesale, institutional, religious, governmental or other nonresidential establishment which may generate garbage, litter, or other solid waste.

Construction and demolition (C&D) building materials means any material accumulated as a result of repairs or additions to existing buildings or structures, construction of new buildings or structures, or the demolition of existing buildings or structures. This definition shall include, but not be limited to, lumber, brick, block, stone, plaster, concrete, asphalt, roofing materials, and any metal, paper, cardboard or plastic containers of such materials.

County means all the unincorporated areas within the County of Buncombe.

Detachable or roll-off container means a container unit that may vary in capacity between one cubic yard and 42 cubic yards, and which is used for collecting, storing and transporting waste building materials, business trash, industrial waste, hazardous refuse, refuse or other solid wastes. The unit may or may not use an auxiliary packing mechanism for the compaction of the materials into the container and may be of the open or the enclosed type. The distinguishing feature of the detachable container is that it

is lifted by a specially designed and equipped truck and becomes an integral part of that truck for transporting waste materials to the disposal site.

Detachable container collectors means any person who collects or transports solid wastes from residential, commercial, small business or industrial establishments by use of detachable containers with a capacity of at least one cubic yard.

Director of solid waste means the director or manager of the Buncombe County Solid Waste Department or an authorized representative, as designated by the county manager or board of commissioners.

Dwelling means any residential unit housed in a building used for residential purposes, or mobile home, or a structure used for residential purposes on any property.

Franchised collector means any hand collector or detachable container collector authorized by the board of commissioners to transport refuse and other solid waste for hire or compensation.

Garbage means the byproduct of animal or vegetable food waste resulting from the handling, preparation, cooking, and/or consumption of food or other matter that is subject to decomposition, decay, putrefaction or the generation of noxious or offensive gases or odors, or which before, during, or after decay, may serve as feeding or breeding material for animals, flies, or other insects.

Hand collector means any person who collects or transports solid wastes from households, commercial establishments or small industries by hand pickup.

Hand pickup means all forms of collection of refuse and other solid wastes other than detachable container collection.

Hauler means any person, franchised or not, who hauls refuse or other solid wastes on public or private streets in the county.

Hazardous waste means a solid waste or combinations of solid waste which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- (1) Cause or significantly contribute to an increase in mortality or increase in serious irreversible or incapacitating reversible illness; or
- (2) Possess a substantial problem or potential hazard to human health or the environment if improperly treated, stored, transported or disposed of or otherwise managed.

Household trash means a waste accumulation of paper, sweepings, dust, rags, bottles, cans or other waste materials of any kind, other than garbage which is attendant in housekeeping.

Industrial waste means all waste, including garbage, solids, semisolids, sludges and liquids, created or generated by factories, processing plants or other manufacturing enterprises.

Litter means garbage, refuse, waste materials or any other discarded, used or unconsumed substance which is not otherwise specifically defined in this section.

Loading and unloading area means any space or area used by any moving vehicle for the purpose of receiving, shipping, and transporting goods, wares, commodities, and persons.

Open dump means the consolidation or collection of solid waste from one or more sources at a disposal site which has unsanitary conditions, insignificant or no cover, or insignificant or no management. This term shall include any disposal area which has not been approved by local health regulations or as regulated by the N.C. Department of Environment and Natural Resources.

Refuse means solid waste accumulations consisting of household trash, business trash, building materials, and any other rubbish not specifically defined in this section.

Refuse receptacle or receptacle means a metal or plastic container which meets the sanitation standards of the director of solid waste.

Road or street shall be mutually inclusive and shall likewise include any alley, land, court or other thoroughfare, however described or designated.

Small business, for purposes of this article, shall mean those commercial establishments whose weekly refuse disposal needs do not exceed five 32-gallon size bags or cans of refuse per week, and which bags or cans weigh 50 pounds or less.

Solid waste means garbage, hazardous or other refuse, rubbish, litter, trash, and other discarded solid materials, including building materials, and solid or semisolid waste materials resulting from industrial, commercial, and agricultural operations, and from community activities, but does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows or other common water pollutants. Solid waste shall refer collectively to any or all of the waste materials mentioned in this definition, unless otherwise specified.

Subscriber means the occupant, owner, tenant, lessee, or proprietor of a residence or place of small business who is willing to subscribe to and pay for the franchised collection services in the county.

Unsanitary accumulation means any amount of solid waste which is odiferous, pestiferous, or otherwise threatening to human health as determined by the local health regulations or the N.C. Department of Environmental and Natural Resources.

Unsightly accumulation means any amount of solid waste which is not properly containerized in any approved refuse receptacle.

Vacant lot means any portion, piece, division, or parcel of land and its appurtenances which is free from activity work, or occupancy, business, industry, or other commercial enterprise or residential use. For purposes of this article, uncultivated portions of farmland and unused areas of pastureland shall be considered to be vacant lots.

White goods means any rusted, jagged appliances or machinery, including iceboxes and refrigerators or metals whose doors have not been properly dismantled, or which has been determined by the health director or N.C. Department of Environment and Natural Resources to constitute a health or safety hazard.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Cross reference— Definitions generally, § 1-2.

Sec. 62-27. - Incorporated areas excluded.

Any portion of any incorporated town or city and any areas hereafter annexed by any city or town in the county are expressly excluded from the provisions of this article.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-28. - Duties and responsibilities of property owners and occupants.

- (a) Residential and other noncommercial property. The duties and responsibilities for residential and other noncommercial property are as follows:
 - (1) Each owner, occupant, tenant or lessee of any property within the unincorporated areas of the county shall maintain such property in a clean, sanitary and orderly appearance and shall not permit any solid waste to accumulate upon such property that is not stored as provided in section 62-30. Further, it shall be the duty of each owner, occupant, tenant, or lessee to provide approved receptacles as specified in subsection 62-30(a).
 - (2) No person shall permit on any land owned, occupied, or leased by him, any open dump, any unsanitary or unsightly accumulation of solid wastes, or any hazardous accumulation of solid waste whatsoever.

- (3) It shall be the duty of any owner, occupant, tenant or lessee of any property to remove or properly dispose of any of the conditions described in subsection (a)(2) of this section. This section shall also apply to refuse and other solid waste deposited on any property through the action of streams, creeks, rivers, lakes or other waterways or through the flooding of any such waterways. In removing such conditions, persons may seek the guidance of the director of solid waste and shall follow the procedures set forth in subsection (d) of this section.
- (b) Vacant lots and premises. No owner, tenant, agent or other person in control of any vacant lot shall permit to remain thereon any empty bottles, cans, abandoned automobile bodies or parts, trash, garbage or other refuse of any kind whatsoever, and it shall be the duty of such person in control of the vacant lot or premises to keep the same in a clean, safe, and sanitary condition at all times.
- (c) Commercial, small business, industrial, and institutional property. Duties and responsibilities for commercial, small business, industrial and institutional property are as follows:
 - (1) The owner, proprietor, or person in charge of any commercial, small business, industrial, or institutional building, parking lot or other site, shall be obligated, both jointly and severally, to keep driveways, yards, parking lots, and areas adjacent thereto and under his control clean at all times; and to place sweepings, litter, refuse, and other debris in an approved receptacle to prevent dispersal by wind, rain, animals and other causes. Further, no crate, box, or similar container, liable to deterioration by sun, wind, rain, animals or other causes, shall be kept on any street or sidewalk, parking lot or other area, except that such containers may be placed out for collection on the day of such collection.
 - (2) The owner, proprietor, or person in charge of any commercial, small business, industrial, or institutional building, parking lot, or other site shall be obligated, jointly and severally, to provide solid waste receptacles of sufficient size and quantity as specified in subsection 62-30(a). Specifically, but not exclusively, the requirement for such containers shall apply to shopping centers, supermarkets, convenience stores, fast food and other restaurants, service stations, and other similar establishments; and shall likewise apply to industries, commercial establishments, schools, churches and other institutions. Spillage and overflow from such containers shall be cleaned up by the establishment immediately and as it occurs.
- (d) Construction and demolition sites. All property owners and construction and demolition contractors, both jointly and severally, shall be required to provide onsite refuse receptacles, bulk containers or detachable containers for loose debris, paper, waste building materials, scrap building materials and other solid waste produced by those working on the site. All such sites shall be kept in a reasonably clean and litter-free condition. Dirt, mud, construction materials or other debris deposited upon any property outside the construction or demolition site shall be removed by the contractor as soon as practically possible, but no later than the end of the workday.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-29. - Penalties; remedies for violations of article.

(a) Report; notice; warrant. Except as otherwise provided in this section, violations of this article shall be reported to the director of solid waste who shall thereupon investigate the matter and attempt an informal resolution of such violation. If no solution is reached, the director of solid waste shall cause notice to issue by personal service or registered or certified mail to the owner, occupier, tenant, lessee, or person in control of the property on which a violation exists. Such notice shall state the particulars of the violation, the date on which the violation was confirmed by the solid waste department, and shall state that such person has 15 days from receipt of the notice in which to remedy the violation. This section shall not prevent the director of solid waste from issuing a notice on discovery of a violation without having first had a report of a violation. After the expiration of the 15-day period, if the violation has not been corrected, the director of solid waste shall cause a warrant to issue. The owner, occupier, tenant, lessee, or person in control of the property on which

- the violation exists shall be guilty of a misdemeanor. The penalty for violation of this article shall be in accordance with section 62-33.
- (b) Remedy; request of help from department. On receipt of a notice, a person may request the aid of the solid waste department in correcting the violation, and shall pay to the solid waste department, the costs incurred by the department in removing or otherwise correcting the violation.
- (c) Failure to remedy; correction by department; charges; prosecution. If the owner, occupant, tenant, lessee, or person in control of property is deemed to be in violation of this article, and if such person fails to remedy the violation, after the expiration of 15 days from receipt of notice, the director of solid waste may direct that the solid waste department correct the violation and may charge such person with the cost thereof. This section shall not prevent prosecution of such person for a misdemeanor as in subsection (a) of this section, but shall be in addition thereto.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-30. - Storage; collection; transportation; disposal.

- (a) Storage. Storage of solid waste shall be as follows:
 - (1) Solid waste shall be stored in a sanitary manner approved by the director of solid waste. Garbage shall be stored in a container of a type approved by the director of solid waste. Every such container shall be constructed of a durable material in such manner as to be strong, watertight, not easily corrodible, fly proof and rodent proof; shall have a capacity of not more than 32 gallons, if hand collected, or as specified by the detachable container collector, if collected by detachable container equipment; shall have handles designed for lifting; and shall have tight-fitting covers which shall be kept in place at all times, except when garbage or solid wastes are being deposited in or removed from such containers. A sufficient number of containers shall be provided to hold at least one week's accumulation of garbage. Containers shall be kept clean so that no insect breeding, odor, or other nuisance will exist.
 - (2) Other refuse may be stored as described in subsection (a)(1) of this section, but shall be stored in such manner that it will not provide harborage to rats, cause a fire or safety hazard, or become windblown.
 - (3) No person shall damage, deface, or remove any receptacle provided for garbage or other solid waste, nor shall any person scatter, throw, or otherwise distribute the contents thereof. Collectors shall exercise every reasonable care in the handling of garbage and refuse receptacles.
 - (4) Cardboard boxes, cartons, and crates may be used as refuse receptacles only when used to contain other refuse, and when properly secured by tying or taping. Cardboard boxes, crates or cartons used as refuse receptacles shall have a one-time use only and shall be collected along with the refuse contained in them.
- (b) Collection. All solid wastes should be removed from any property upon which it is stored at least once a week. The owner, occupant, tenant, or lessee may remove such solid wastes in accordance with subsections (c) and (d) of this section, or may contract with the franchised collector serving the relevant area. These franchised collectors shall be responsible for removing any solid waste spilled during the collection process; shall leave the premises in a clean condition; and shall conform to the provisions of any county ordinance in effect regulating the collection and disposal of solid waste by private collectors in the county.
- (c) Transportation. Transportation of solid waste shall be as follows:
 - (1) No solid waste shall be transported except in conformance with this section. The vehicles or containers used for the collection and transportation of solid wastes shall be loaded and moved in such a manner that the contents will not fall, leak or spill there from, and shall be covered when necessary to prevent the blowing of materials from out of the vehicle. These vehicles shall

be cleaned when necessary to prevent insect breeding, odor, or other nuisance, and shall be maintained in good repair. Materials spilled by the hauler shall be picked up immediately by the hauler and returned to the vehicle or container, and the area properly cleaned. A violation of this provision shall subject the violator to imposition of a civil penalty by the director of solid waste in an amount not to exceed \$50.00.

- (2) This section shall not prevent the use of a private car or truck in transporting properly contained wastes to a landfill, provided the hauler ensures that the solid wastes will be covered during transportation and that no spillage or leakage occurs.
- (d) Disposal. Disposal of solid waste shall be as follows:
 - (1) *Methods*. No solid waste collector, or other person, shall dispose of solid waste except by one of the following methods:
 - a. Sanitary landfill that has been approved by the division of health services as meeting all the requirements of the division of health services "rules and regulations providing standards for solid waste disposal."
 - By an incinerator that meets all requirements of the local, state and federal air pollution standards.
 - By any other method including reclaiming or recycling processes that has been approved by the director of solid waste.

This section shall not be construed to prevent any person from properly disposing of solid waste from his own residence on his property in a safe and sanitary manner approved by the director of solid waste.

- (2) Compliance with state law. Hazardous waste shall be disposed of in compliance with applicable state laws, rules and regulations.
- (3) Prohibited disposal. Any other disposal of solid waste is expressly prohibited. If any object of refuse is discovered upon any lands or waters in any of the unincorporated areas of the county, other than an approved sanitary landfill or other proper receptacle, and such refuse bears the name, address or other means of identification of a person, the person so identified shall be presumed to have disposed of the refuse in violation of this article. Reasonable attempts shall be made by the director of solid waste to contact such person. The director of solid waste shall, upon contact with such person, request him to remove the refuse, and such additional refuse as the director of solid waste may specify, to an approved sanitary landfill, and to return to the director of solid waste within ten days of the contact date with a receipt from the landfill indicating deposit of the refuse in the landfill. If the director of solid waste is unable, after reasonable attempts, to contact said person, or if the person does not comply with the terms of this subsection, then the director of solid waste may proceed under subsection (d)(6) of this section. The director of solid waste shall inform such person by a written statement sent by certified mail or hand delivered, of the maximum penalty which may be imposed for a violation of this article pursuant to subsection (d)(6) of this section if such person chooses not to comply with the aforementioned request. Bags, boxes, bins, cartons, and other containers used to carry food, clothing, and other goods and printed matter purchased, rented or otherwise obtained from a restaurant, supermarket, store, or other place of business or organization, which containers or printed matter bear the logo, name and address or other means of identification of the place from which the goods were obtained, shall not be considered as a means of identification for purposes of this section.
- (4) Streets and sidewalks. No person shall place, throw, or otherwise deposit upon any street or sidewalk in the county any glass bottle, can, or fragments thereof, or any broken glass or crockery of any kind, or nails, tacks, brickbats, or any article or object likely to injure barefoot persons using such streets or sidewalks, or to injure or puncture the tires of vehicles traveling upon same.

- (5) Containers with airtight snap locks. No person shall leave outside of any building or dwelling, or in any place accessible to children, any abandoned, unattended, or discarded icebox, refrigerator, or other container of any kind which has an airtight snap lock or other similar device thereon without first removing the snap lock from such icebox, refrigerator, or other container which is crated, strapped or locked to such an extent that it is impossible for a child to gain access to any of its airtight compartments.
- (6) Penalty for violation of subsection. A violation of subsection (d)(3), (d)(4) or (d)(5) of this section shall constitute a misdemeanor for which the penalty shall be in accordance with section 62-33.
- (7) Enforcement. The director of solid waste shall administer and enforce the provisions of this article. In the alternative, the board of commissioners may designate an individual or department to be charged with the administration and enforcement of this article.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-31. - User and tipping fees.

The schedule of user and tipping fees for disposing solid waste at the county landfill and transfer station is not printed in this Code but is on file and available in the county offices.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-32. - Prohibited dumping.

No yard waste, white goods, used oils, lead acid batteries, antifreeze or aluminum cans shall be disposed of at the county landfill. Those items, and any other items banned from North Carolina landfills in the future, shall be separated from the solid waste and disposed of in a manner consistent with all federal, state, and local regulations.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-33. - Penalties.

Any person, including an individual, owner, occupant, tenant, lessee, firm or business entity, and including any hauler, franchised collector, or other collector or provider, who violates the provisions of this article or any local or state health or solid waste rules or regulations adopted pursuant to this article shall be guilty of a misdemeanor and shall be subject to a civil penalty in the amount of \$50.00 for the first violation, and a civil penalty of \$100.00 for a second or subsequent violation.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Secs. 62-34—62-40. - Reserved.

DIVISION 2. - FRANCHISED COLLECTORS AND HAULERS [3]

Footnotes:

Cross reference— Ordinances relating to franchises granted by the county saved from repeal, § 1-10(5); businesses, ch. 14.

Sec. 62-41. - Purpose and intent of division.

- (a) This division is not intended to supersede or controvert the regulations of the county department of health and the North Carolina Department of Environmental and Natural Resources. It is the purpose and intent of this division to protect public health and private property by granting one or more exclusive franchises for the collection and disposal of residential and household solid wastes to responsible persons or businesses equipped to render adequate and continuing service throughout the county, and under supervision and regulation by local government agencies, both as to the means and method of collection, and also as to the sanitary disposition of solid waste.
- (b) The board of commissioners, pursuant to the authority vested in it under G.S. 153A-45 and 153A-46, reserves the right to amend this division from time to time when such amendment would be in the best interest of the citizens and residents of this county. Furthermore, the board of commissioners may, upon a determination that a franchise operation or any or all franchise operations are not serving the needs and best interest of the public, repeal this division in its entirety or that portion of the division it deems necessary and make provisions for governmental or free enterprise operation of the solid waste collection business.
- (c) The board of commissioners reserves the express right in this section to suspend, revoke, terminate, or otherwise alter, for cause, any franchise granted under the provisions of this division.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-42. - Enforcement and administration of division.

- (a) Enforcement and administration. The director of solid waste shall administer and enforce the provisions of this division. In the alternative, the board of commissioners may designate an individual or department to administer and enforce this division as may be necessary to carry out the provisions of this article.
- (b) Additional enforcement procedure. In addition to provisions of subsection (a) of this section, and pursuant to G.S. 153A-123(d) and (e), the provisions of this division may be enforced by a franchised collector or the board of commissioners in the following manner: A franchised collector, or the board of commissioners may, after notice to any person or business in violation of this division, apply to the superior court for injunctive relief to restrain such person or business from continuing the violation. If, upon application, it shall appear to the court that such person or business has violated, or is violating, the provisions of this division, the court may issue appropriate orders and/or injunctions restraining any further violations. Such injunctive relief may be granted regardless of whether criminal prosecution has been or may be instituted under any other provisions of this division.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-43. - Penalty for violation of division.

Any person who violates the provisions of this division or any local or state health or solid waste rules or regulations adopted pursuant to this division shall be guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 62-33.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-44. - Franchises—Generally.

- (a) In order to ensure adequate solid waste collection service in all of the unincorporated areas of the county, the board of commissioners may grant one or more exclusive solid waste collection rights to a person or qualified firm in the designated franchise areas of the county.
- (b) The designated franchise areas of the county to be served by franchised collectors include areas that lie outside of the corporate limits of the municipalities within the county. Should any portion of any unincorporated area, town, or city be annexed or incorporated during the term of a franchise, that area shall then be expressly excluded from the designated franchise area. A map showing the current franchised areas is available upon request from the director of solid waste.
- (c) A franchise may be granted to the same person or qualified firm in more than one designated franchise area, or may be an exclusive franchise covering all unincorporated areas.
- (d) Except as provided in sections 62-45 and 62-46, no person or business shall collect by hand, pick up, remove, transport, or dispose of household, residential, and small business solid wastes within the county outside the incorporated municipalities, without a franchise issued by the board of commissioners.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-45. - Franchise grants and conditions.

- (a) Franchise grants. Franchise grants shall be made as follows:
 - (1) *Period of validity.* Each franchise granted under the provisions of this division shall not exceed a period of ten years.
 - (2) Notice of solicitation for franchise proposals. Six months prior to the expiration of a franchise, or at any time the board of commissioners desires to fill a vacant franchise, the board of commissioners shall direct the county purchasing agent and/or county attorney to solicit proposals for the collection and disposal of solid waste and collection of recyclables, if applicable. Prior to the due date for proposals, the purchasing agent or county attorney shall cause a notice of the solicitation for proposals to be published once a week for two successive calendar weeks in a newspaper of general circulation throughout the county, which notice shall state that proposals for a franchise for the collection and disposal of solid waste and collection of recyclables, if applicable, are being accepted, to whom the proposal should be directed, the date the board of commissioners will consider the proposals and awarding a franchise, and a general description of the area to be franchised.
 - (3) Consideration of proposals; basis of franchise grant. After the receipt of franchise proposals, the county attorney shall provide relevant information on the proposals received to the board of commissioners for consideration. Following the consideration of the proposals, the board of commissioners shall grant franchises to the person or business that, in the judgment of the board of commissioners, will provide the best and most efficient service in the area for which the franchise is granted. Pursuant to G.S. 153A-46, the ordinance granting, renewing, extending, or amending any franchise shall be made by ordinance which has been passed at two regular meetings of the board of commissioners. The board of commissioners shall grant the franchise at least 30 days prior to the expiration of the existing franchise.
 - (4) *Proposal; contents; submission.* The proposal shall include, but not be limited to, the following information:
 - a. The proposal shall contain the name, address, and telephone number of the proposer, and if the proposer is a business, the names and addresses of its officers, directors, owners, and partners. In addition, if the proposer is a corporation, a certified copy of its articles of incorporation shall be filed with the proposal. The proposer will provide financial statements, history of ownership, or other evidence as necessary to substantiate the proposer's financial condition, experience, and capacity to successfully deliver the services to be performed under the franchise.

- b. If applicable and permitted under the guidelines of the solicitation, the proposal shall set forth with particularity a description of the area the proposer offers to serve, along with a map delineating the area, if different from the designated franchise areas.
- the proposal shall set forth the manner and means by which the proposer offers to serve the area, including how the proposer will provide for the collection and disposal of solid waste and collection of recyclables and how rejects of recycling materials will be minimized; potential service improvements; qualifications and availability of sufficient personnel and equipment to provide satisfactory service; list of vehicles and equipment to be used; and a description of how the bidder will ensure that quality services will be provided to citizens in the franchise area.
- d. The proposal shall be submitted in accordance with guidelines issued in the solicitation.
- e. Any portion of the county which is not covered by a franchise may be designated as a franchise area by the board of commissioners and a franchise granted according to the provisions of this division. Further, the board of commissioners reserves the right to negotiate within or outside the scope of a solicitation in any manner deemed appropriate to serve the best interests of the citizens in the franchise area and for the development or management of the county's solid waste and recycling programs.
- (b) Conditions and terms. All franchises are and shall be granted upon the following terms and conditions:
 - (1) Certificates of acceptance. Each franchised collector shall execute a certificate of acceptance of franchise within two weeks following the grant of a franchise. The certificate of acceptance shall contain a statement to the effect that the provisions of this section are incorporated by reference therein and that the collector has read and understands the section and will comply with its provisions, and that failure to comply with this section shall be grounds for termination of the franchise. The certificate of acceptance also shall incorporate by reference the solicitation for proposals and addenda thereto, advertisement, instructions, terms and conditions, specifications, insurance certificates, and all other documents related to the granting of the franchise including sections 62-26 through section 62-47 of this article, and any amendments thereto. Such certificate shall be executed in triplicate, one copy to be retained by the franchised collector, one copy to be returned to the office of the county attorney, and the original to be on file with the director of solid waste. Unless the certificate is returned to the county attorney within two weeks of the grant of the franchise, such franchise may be terminated by the board of commissioners unless such time is extended for cause.
 - (2) Continuous service; recycling. Each franchised collector shall render continuous, weekly, curbside pickup service on a regular schedule, as approved by the director of solid waste, to every residence or place of business in the area in which the franchised collector is franchised to do business, provided that the occupant, owner, or proprietor of such residence or place of business is willing to contract for and to pay for the services. In addition, each franchised collector, as a condition of the franchise, is required to offer recycling services for the collection of recyclables such as bundled corrugated cardboard, newspaper, mixed paper, plastic bottles or jugs with tapered necks, aluminum or steel cans, and brown, green or clear glass bottles and jars. The franchised collector shall accommodate additional recyclable materials if required by the county. If additional recyclable materials are added for collection, the county shall notify the franchised collector at least 60 days in advance of the proposed change. On an annual basis, the franchised collector also shall deliver to each subscriber literature explaining the recycling program and materials to be recycled, which materials will be provided by the county.
 - (3) Collection, schedules and routes. The director of solid waste shall work with the franchised collectors and shall determine and establish the weekly schedules and routes within each franchised area based on need and economic factors. Each customer shall receive a minimum of one pickup per week on a regularly scheduled basis, unless otherwise approved by the director of solid waste. Collection will be done Monday through Friday, and collection of refuse

and recyclable items shall be scheduled on the same day. An objective of this provision is the establishment of schedules which will afford customers maximum service.

(4) Disposal.

- a. The franchised collector is required to transport all solid waste collected under this franchise to a county-owned landfill or a county-owned transfer station. In the event of an emergency or disaster that renders county-owned disposal facilities inoperable, the franchised collector shall transport solid waste to a disposal area designated by the director of solid waste. No solid waste may be transported to, transferred, or disposed of at any other location within the county or outside of the county without the written, advance approval of the director of solid waste.
- b. The county reserves the right to change the disposal site and assign a new disposal site at any given time but shall notify the franchised collector at least 60 days in advance of the proposed change. Franchised collectors are responsible for paying all tipping fees associated with the disposal of solid waste.
- c. It is the franchised collector's sole responsibility to market, transport and deliver all recyclable items collected. The franchised collector shall be solely responsible for compliance with federal, state, and local laws, including but not limited to equipment and permitting requirements applicable to the transport, delivery, and/or processing of recycling and resource recovery equipment and facilities. Recyclables that the franchised collector is required to collect shall not be transported or delivered to or accepted at the county landfill or transfer station. Recyclables must be placed in a separate collection vehicle or placed in a bin on the vehicle that is separate from other waste collected.
- d. By the tenth of each month, the franchised collector shall report to the director of solid waste the amount of recyclable items collected and marketed the previous month. The report will contain the quantity of materials received and the percentage of recyclables disposed of because of unacceptable quality. Actual weights of recyclables collected, obtained by using scales certified by the N.C. Department of Agricultural and Consumer Services, shall be reported to the director of solid waste, who shall then report recyclable weights to the N.C. Department of Environment and Natural Resources.
- e. Disposal of yard waste (e.g., brush, leaves, grass clippings, pallets), white goods, and other large items are not covered under the franchise grant. Those items, and any other items banned from North Carolina landfills in the future, shall be separated from the solid waste and disposed of in a manner consistent with all federal, state, and local regulations.
- (5) Protection of environment. The franchised collector shall comply with all federal, state, and local laws including, but not limited to, health and safety regulations related to the protection of the environment. Vehicles and containers used for the collection and transportation of solid waste and recyclables shall be loaded and moved in such a manner that the contents will not fall, leak, or spill, and shall be covered when necessary to keep contents dry and to prevent blowing of material. If spillage should occur, the material shall be picked up immediately by the franchised collector and returned to the vehicle or container and the area shall be properly cleaned.
- (6) Vehicles, equipment, and personnel.
 - a. The franchised collector shall provide all of the vehicles, equipment, personnel, and other items necessary to perform the work granted under the franchise.
 - b. The franchised collector shall maintain an office within the county which shall be equipped with a local telephone number and adequately staffed with qualified personnel as may be necessary to receive and process subscriber service requests, inquiries, or complaints. The offices of the franchised collector shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, during the term of the franchise.

- c. The franchised collector shall ensure by all necessary means that sufficient vehicles, equipment, personnel, and other necessary items are available to meet service requirements throughout the term of the franchise. In the event of equipment breakdown, the franchised collector must have an alternate method of pickup arranged in order that service will not be seriously interrupted.
- d. The franchised collector shall keep all vehicles fully licensed and inspected as required by the State of North Carolina. The franchised collector shall comply with any state and local vehicle registration, permitting or regulatory requirements.
- e. All vehicles must be uniformly identified including company name, vehicle number, and phone number. All vehicles should be painted the same color.
- f. Vehicles or containers used for the collection and transportation of solid waste and/or recyclables shall be leak-proof, durable, and of easily cleanable construction. All vehicles, equipment, and/or containers used for collection and transportation shall be maintained in good repair and cleaned as often as necessary to maintain sanitary conditions and prevent a nuisance or insect breeding. There shall be no garbage or recyclable items on the outside of the vehicle in any manner.
- g. A list of all vehicles and equipment to be used with year of manufacture, along with the condition of each, shall be submitted to the director of solid waste on an annual basis during the term of the franchise.
- h. The county may inspect vehicles and equipment or require other documentation as necessary to ensure all vehicles and equipment meet the specifications outlined herein.
- (7) Property rights, records, and transition of services.
 - a. The franchised collector shall maintain a list of all subscribers in unincorporated areas of the county, including each customer's street and mailing address and phone number, and a description of service(s) provided to each customer. The list of current subscribers associated with this franchise is deemed to be the property of the county and shall be provided to the county in its correct form upon request by the county.
 - Each franchised collector shall furnish to the director of solid waste such business records, related to the operation of his franchise, with accurate and current information as is requested.
 - c. The franchised collector shall cooperate with the county and any new franchised collector(s) that may be assuming the provision of services after the end of a franchise period or upon termination of the franchise. This includes, but is not limited to, supplying a list of subscribers and other such actions as necessary to effect a smooth transition of services.
- (8) Required annual statement. Within 30 days of acceptance of a franchise and no later than July 1 of each year during the life of such franchise, the franchised collector shall furnish to the county manager a written statement in which the director of solid waste verifies that:
 - a. The director of solid waste has inspected the storage facilities and all vehicles to be used by the franchised collector, his associates and employees.
 - b. The storage facilities, vehicles, and the franchised collector's method of operation meet the requirements of this division.
 - c. Each vehicle to be used for the collection, pickup, removal, transportation, and disposal of solid wastes by or for the franchised collector complies with the provisions in subsections (5) and (6) above.
- (9) Inspection; conducting; statement and permit required; display. The director of solid waste shall conduct an annual inspection to be completed by July 1 of each year, of all vehicles, facilities, and equipment of each franchised collector as to the matters specified in subsections (b)(8)a, (b)(8)b and (b)(8)c of this section. Upon satisfactory inspection, the director of solid waste shall

furnish the franchised collector with such statement for the county manager and an annual permit, which permit shall be displayed on the windshield, door, or bumper of each vehicle. Failure to obtain such statement from the director of solid waste and to submit it to the county manager without good cause shall constitute just cause for termination of a franchise. Failure to obtain and display the permit described in this subsection without good cause shall constitute just cause for termination of a franchise.

- (10) Failure to comply with conditions of franchise; appeal by collector to board. Failure to comply with the terms and conditions of this division shall result in the following:
 - a. Recommendation by director of solid waste. If the director of solid waste finds that any franchised collector has failed to comply with the terms and conditions of this division, the director of solid waste may attempt an informal resolution of the problem with the franchised collector. If the problem is not resolved, the director of solid waste shall advise the franchised collector and the board in writing as to his findings. The director of solid waste may make recommendations as to what action should be taken by the board.
 - b. Hearing by committee. If the franchised collector is aggrieved by the findings or recommendations of the director of solid waste, the franchised collector, upon request, shall be given a hearing by a committee of three members having the following composition: one county commissioner, as appointed by the board; one representative of the department of solid waste, as appointed by the county manager; and one member appointed by the franchised collector. At the hearing, the franchised collector shall have the opportunity to show cause as to why the findings of the director of solid waste are incorrect, or why the action recommended by the director of solid waste should not be taken by the board of commissioners. Upon determination by the committee that a franchised collector has failed to carry out the duties, obligations, terms, and conditions imposed by the acceptance of a franchise under this division, it may recommend to the board of commissioners the following:
 - 1. That the franchised collector be placed on probation;
 - 2. That the franchise of the franchised collector be suspended pending completion of recommended corrective action;
 - 3. That such changes be made in the franchise territory or area served by the franchised collector as will protect the public interest; or
 - 4. That the franchise of the franchised collector be revoked.

If the committee finds that a franchised collector has substantially complied with the duties, obligations, terms, and conditions imposed by this division, the committee may recommend that the board of commissioners take no action. The board of commissioners must give consideration to the recommendation of the committee, but is not bound by it.

- c. Presence of court reporter. The franchised collector shall be entitled, at his expense, at any point in the proceedings, to have a court reporter present for the purpose of transcribing the proceedings.
- d. Procedures not exclusive. The procedures provided for in subsection (b)(10)a, b, and c of this section are not exclusive, and shall not prevent the board of commissioners from instituting an investigation or taking any other action independently of the director of solid waste.
- (11) Transferral of franchise. No franchised collector may sublease, subcontract, convey, or otherwise transfer his franchise or any portion thereof without the written approval and consent of the board of commissioners, which consent may be given upon motion duly made and passed at any regular meeting of the board of commissioners, without the necessity of amending this division.

- (12) Right of property owner to collect, transport and dispose. Except for and subject to the provisions of section 62-46, no other provisions of this division shall be construed to prohibit any person from collecting, picking up, removing, transporting, or disposing of solid wastes from property owned or leased by him, or which is under his proprietorship, management, or control; provided, however, that such person complies with local, state, or federal rules and regulations and the provisions of division 1 of this article. The owner or operator of any apartment house or complex or mobile home park may collect and remove solid wastes from the tenants within his park or complex, in the same manner as the proprietor of any commercial establishment, and the payment of a rental which includes compensation for this service shall not be construed to be in violation of this division.
- (13) Insurance. At its sole cost and expense, each franchised collector shall be required to procure and maintain insurance from reputable insurers authorized to do business in North Carolina. Insurance coverage shall include workers compensation, employer's liability, comprehensive general liability, automobile liability, contractual liability, and any other insurance coverages deemed necessary by the county with amounts stipulated by the county. On an annual basis during the term of the franchise, the franchised collector shall furnish certificates of insurance evidencing the required amounts. All liability certificates shall name the county as a additional insured.
- (14) Performance bond. At its sole cost and expense, each franchised collector shall be required to procure and maintain a performance bond in the minimum amount of \$1,000,000.00, which shall remain in effect for the first two years of the franchise term. All bonds shall be in the forms prescribed by law or regulation and be executed by such sureties legally authorized to do business in the state of North Carolina.
- (15) Compliance with federal, state and local laws, etc. Each franchised collector shall be required to perform franchised work in accordance with all other terms of contracts as may be necessary to ensure observance and compliance with all federal, state and local laws, ordinances, and regulations.
- (16) *Forfeiture.* A franchised collector may forfeit his franchise through express written waiver, nonuse, or abandonment, as found by the board of commissioners.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-46. - Prohibitions and limitations.

In order to protect the public health and general welfare of all citizens in the county; to ensure that franchised collectors are properly supervised; to ensure that the county has the ability to supervise a reasonable number of franchised collectors in a safe and consistent manner, especially as to the condition and safety of vehicles and equipment used; to ensure and supervise the safe, orderly, and adequate provision of solid waste collection, pickup, removal, transport, and disposal services, equipment, and personnel consistent with the terms of this division; and to ensure and supervise the proper management of county landfills, the following shall apply:

- (1) Definitions. Notwithstanding any other definitions included in this division by reference or otherwise, the following definitions shall be applicable to this section and to any other provisions of this division or of any other ordinance which incorporates section 62-45 or any portion thereof:
 - a. Provider shall mean any person or business that is not a franchised collector in the business of providing or desiring to provide to any user solid waste collection, pickup, removal, transport, or disposal services, personnel, and/or equipment.
 - b. User shall mean a person or business desiring or needing, or required to have solid wastes collected, picked up, removed, transported, or disposed of from premises owned, leased, controlled, or supervised by such person or business.

- (2) Contract with provider. No user may enter into a contract, lease, or any other agreement with any provider other than a franchised collector, which agreement in any manner or in any combination provides for collection, pickup, removal, transportation, or disposal of solid waste, or provides to a user equipment and personnel for the collection, pickup, removal, transportation, or disposal of solid wastes.
- (3) Provider not to offer contract. No provider may contract, lease, or otherwise enter into any agreement with any user to provide to or for the user equipment and personnel for the collection, pickup, removal, transportation, or disposal of solid wastes.
- (4) Exception; temporary hauling due to emergency. The board of commissioners or its duly authorized designee may authorize by permit the temporary hauling of solid wastes and refuse by a person or entity which is not a franchised collector or which is not a franchised collector for the area involved upon a finding by the board of commissioners or its designee that an emergency exists which constitutes or could constitute a threat to the public health, safety or general welfare of citizens of the county. Such permit issued under this section shall be for a period of no more than seven days and may, for good cause shown, be renewed for no more than three consecutive seven-day periods in any one year.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Sec. 62-47. - Fees.

- (a) Fees of franchised collectors shall be set by the board of commissioners by ordinance duly adopted, and the schedule of such fees is on file and available from the director of solid waste.
- (b) Prior to a fee change becoming effective, it shall be approved by the board of commissioners, by ordinance duly adopted; provided, however, that for every \$1.00 that the county may increase its tipping fees, a franchised collector may increase the monthly customer charge by ten percent of the amount of the tipping fee increase without applying to the board of commissioners for such an increase, as provided in subsection (c) of this section.
- (c) Except as noted in subsection (b) above:
 - (1) The county will not entertain increases in the per month subscriber fee for the first two years of the franchise term. The franchised collector may thereafter submit a non-binding request to the county commissioners for an increase if the percent change in the annual consumer price index for all urban consumers goes above five percent since the start of the contract or the last increase, whichever is later. The index to be used is the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average.
 - (2) Further, should legislative actions (other than those affecting fuel costs) cause hauling or disposal costs to increase, then the franchised collector may apply at any time to the board of commissioners and appear and show cause, to the satisfaction of the board, of the necessity for a fee increase, and which application for fee increase may be accepted or denied in the discretion of the board.
- (d) Subject to the provisions set forth above, on petition to the board of commissioners, the board may grant a fee increase following a public hearing to determine the necessity of a fee increase. At such public hearing, a franchised collector may present evidence of past, present and projected operating costs, profit margins, overhead costs, and such other evidence as the board of commissioners may, in its discretion, allow or require. The board of commissioners shall grant or deny such request within 60 days of application.

(Ord. No. 09-09-03, § 1, Exh. A, 9-1-09)

Secs. 62-48—62-70. - Reserved.

ARTICLE III. - HAZARDOUS WASTE

Footnotes:

Cross reference— Emergency services, ch. 22; environment, ch. 26.

DIVISION 1. - GENERALLY

Sec. 62-71. - Purpose of article.

The purpose of this article is to develop procedures for the regulation and monitoring of all phases of hazardous waste management in order to protect the health, safety and welfare of the citizens and natural resources of the county. It is the intention of this article that future changes in state or federal regulations of hazardous waste management will be adopted by amendment to this article. It is further the purpose of this article to regulate hazardous waste management not currently governed by state or federal rules and regulations to the extent deemed necessary by the board of commissioners.

(Ord. No. 18853, art. I, § 2, 9-15-87)

Sec. 62-72. - Educational programs.

On August 5, 1986, the board adopted Ordinance No. 18505, the county hazardous waste management ordinance. Pursuant to such ordinance, the hazardous waste advisory board, in cooperation with business, industry and other interested parties, instituted a one-year educational program on the management of hazardous waste, including among other things, the community coordinator program. One of the provisions of Ordinance No. 18505 was that the county board of commissioners would review the education program and determine if the public and affected parties had been adequately informed as to the details of hazardous waste management. The board hereby maintains its discretion to continue the educational program, if appropriate and necessary, for such additional period as this board desires.

(Ord. No. 18853, art. I, § 3, 9-15-87)

Sec. 62-73. - Application of article.

The provisions of this article shall apply within the unincorporated limits of the county and shall also apply to cities and towns located within the geographic boundaries of the county which have authorized the enforcement of this article by resolution duly adopted by the governing body of such cities and towns as provided in G.S. 153A-122.

(Ord. No. 18853, art. VIII, § 1, 9-15-87; Ord. No. 19844, § 1, 6-25-91)

Sec. 62-74. - Definitions.

Unless otherwise defined in this section, all definitions and terminology used in this article shall be in accordance with the federal regulations issued by the United States Environmental Protection Agency under the authority of the Resource Conservation and Recovery Act, and the state hazardous waste management rules. Copies of such rules and regulations and any rules or regulations referred to in this article shall be made available for public inspection at the Office of the Director of Emergency Management, Woodfin Street, Asheville, North Carolina.

County license or permit means the county hazardous waste license or permit, which shall be written authorization granted pursuant to this article to generate, store, treat, or dispose of hazardous wastes in the county.

Hazardous waste means as defined in 40 CFR 261. Determination that solid waste is a hazardous waste shall be made in accordance with the waste determination clause from the state hazardous waste rules.

Large quantity generator means the same as the word "generator" as defined by the state and EPA, and which generates more than 1,000 kilograms (2200 pounds) of hazardous waste in any calendar month, or more than one kilogram (2.2 pounds) of acutely toxic waste as defined in 40 CFR 261.33(e).

100 to 1,000 kilogram generator means one who generates between 100 and 1,000 kilograms (220 to 2,200 pounds) of hazardous waste in any calendar month.

Registered status means status of all generators or facilities that treat, store, or dispose of hazardous waste following submission to the county of the completed notification and registration form and prior to obtaining a county license or permit.

Regulated facility means any person who generates hazardous waste in quantities greater than ten kilograms (22 pounds), or acutely toxic waste in quantities greater than one kilogram (2.2 pounds), in any calendar month or who owns or operates a facility for the treatment, storage, or disposal of hazardous waste.

Review committee means a committee of representatives of the county department of emergency management, county engineering department, county planning department, county health department, the county environmental affairs board and representatives of any other agencies or departments the director of emergency management deems appropriate. The review committee shall review applications for permits or licenses and review appeals of notices of violation and make recommendations for action to the director of emergency management.

Storage means storage of hazardous wastes and does not include the storage of hazardous chemicals within the meaning of the North Carolina Hazardous Chemicals Right-To-Know-Act, as contained in G.S. 95-173 et seq.

10 to 100 kilogram generator means one who generates between 10 and 100 kilograms (22 to 220 pounds) in any calendar month.

(Ord. No. 18853, art. I, § 4, 9-15-87)

Cross reference— Definitions generally, § 1-2.

Sec. 62-75. - Enforcement; penalties for violation of article.

- (a) Notice of violation. The county inspector shall issue a notice of violation to any generator or facility that treats, stores or disposes of hazardous waste or who fails to comply with any or all of the provisions of this article. The notice of violation shall contain a description of the violation, the date of inspection, a description of the action necessary for correction of the violation and the date that compliance is required. The notice shall also specify the amount of civil penalty to be imposed, if any, and when payment is due. The notice shall be hand delivered or mailed by certified or registered mail, return receipt requested, to the generator or owner, office manager, or registered agent of the facility. The county inspector shall sign a statement for his file of the date, time and manner of delivery. The failure to comply with the notice of violation by taking corrective action may result in revocation of the license or permit and/or any of the civil or criminal remedies set forth in this section.
- (b) Civil penalties and remedies. Civil remedies and penalties are as follows:

- (1) Pursuant to the provisions of G.S. 153A-123(a), any person violating any provision of this article or conditions of a county license or permit may be subject to a civil penalty not to exceed \$500.00 each day.
- (2) Pursuant to the provisions of G.S. 153A-123(c), the county may file a civil action to recover the civil penalty provided for in subsection (b)(1) of this section, if the offender does not pay the penalty within the prescribed period as set forth in the notice of violation.
- (3) Pursuant to the provisions of G.S. 153A-123(d), the county may seek any appropriate equitable relief that it deems necessary to ensure the health, safety and welfare of the citizens or the natural resources of the county.
- (4) Pursuant to the provisions of G.S. 153A-123(a), the county may seek an injunction when, in the judgment of a county inspector, the facility is creating an imminent hazard to the health, safety and welfare of the public.
- (c) Criminal penalty. Any person convicted of violating any provisions of this article or conditions of a county license or permit may be punished in accordance with section 1-7.
- (d) Waiver of enforcement. Waiver of enforcement by the county of any provision of this article shall not prejudice the enforcement of remaining portions of this article.
- (e) Appeal. Any generator or facility who receives a notice of violation may, within five days of the day the notice was received, submit a written appeal to the director of emergency management. The appeal notice shall specifically state the reasons for the appeal with a copy of the notice of violation and the notice of appeal attached thereto. Within 30 days the review committee shall review the notice of violation and the notice of appeal and submit a written summary to the director of emergency management recommending that the notice of violation be upheld, denied or modified. The director of emergency management shall within five days of the receipt of the written summary render a decision upholding, denying or modifying the notice of violation. Imposition of fines shall be stayed pending the appeal. If the decision of the inspector is affirmed, fines shall be reinstated.

(Ord. No. 18853, art. IV, §§ 2—5, 9-15-87)

Sec. 62-76. - Emergency response guidebook for hazardous materials.

All emergency response vehicles within the county shall carry the U.S. Department of Transportation Emergency Response Guidebook for Hazardous Materials (DOT-P 5800.2). Operators of emergency response vehicles shall be trained in the use of this manual. A copy of this manual shall be made available for public inspection at the office of the director of emergency management.

(Ord. No. 18853, art. V, 9-15-87)

Sec. 62-77. - Annual report.

The director of emergency management shall present an annual report to the board of commissioners at the first regularly scheduled meeting in August of each year, at which time a public hearing shall be conducted. Due notice of such public hearing shall be given by the director in accordance with the provisions of G.S. 143-318.9 et seq. The annual report shall contain information including, but not limited to, the number of county licenses or permits granted, the number of inspections conducted, the number and nature of violations found, the corrective actions taken, a summary of the quantities and types of waste generated in the county and methods of disposal used by the county's generators and any educational programs provided by the county or other organization pertaining to hazardous waste. The annual report shall be kept on file in the Office of the Clerk of the Buncombe County Board of Commissioners, Room 205, Buncombe County Courthouse for public inspection 14 days prior to the public hearing.

(Ord. No. 18853, art. VI, 9-15-87)

Secs. 62-78-62-90. - Reserved.

DIVISION 2. - GENERATORS AND FACILITIES TREATING, STORING AND DISPOSING

Sec. 62-91. - Registered status.

All generators and all facilities that treat, store or dispose of hazardous waste shall notify the county within 90 days of commencing business operations of their hazardous waste operations, in order to obtain registered status. Notification will be deemed made upon receipt by the office of the director of emergency management of written details of the hazardous operations. This provision shall be inapplicable to new generators and facilities that commence business operations after August 5, 1987.

(Ord. No. 18853, art. II, § 1, 9-15-87)

Sec. 62-92. - Applications; contents.

- (a) Within 90 days of commencing business operations, all generators and all facilities that treat, store or dispose of hazardous waste shall submit an application for a county license or permit, whichever is applicable, on a form provided by the office of emergency management. Applications shall be accompanied by copies of any and all state and/or federal applications, permits and EPA ID numbers.
- (b) Applications shall include:
 - Statement of hazardous waste activity;
 - (2) Proof of financial responsibility as defined by the state hazardous waste management rules, if required by state law;
 - (3) A map or written details of the routes to be used within the county for transportation of waste to and from the applicant's facility; and
 - (4) A prefire and spill plan. Each regulated facility shall develop a prefire and spill plan and establish emergency procedures for fires and spills involving hazardous wastes. The plan and procedures must be provided to and coordinated with the county engineer's office, the appropriate fire chief, and the county director of emergency management, in addition to those agencies identified in the state hazardous waste management rules.

Upon the request by the county, applicants shall submit additional information concerning their hazardous waste management to the office of emergency management.

(Ord. No. 18853, art. II, § 2, 9-15-87)

Sec. 62-93. - Permits.

- (a) Required; fee; validity; site, owner and use specific; transferral. A county permit shall be required for all large quantity generators, and all facilities that treat, store, or dispose of hazardous waste. The initial application for a permit shall be accompanied by the currently required permit fee. A county permit shall be valid for two years from the date of issuance or until the companion state and/or federal permit(s) expire, whichever occurs sooner. A county permit shall be issued for a specific site, owner and use, and shall not be transferable.
- (b) Amendments. Permits must be amended if it is necessary to amend a companion state or federal permit. Such request for amendment shall be made in writing and shall be concurrent with the

request to the state and/or federal agency and shall include a copy of the requested amendment to the state or federal permit. Except for minor amendments as defined in the provisions of 40 CFR 122.17, the currently required fee shall accompany each request for amendment of a county permit.

(c) Renewal. An application for renewal of a county permit must be submitted to the office of emergency management at least 90 days prior to the expiration date of the county permit or companion federal and/or state permits. Each application for a permit renewal shall be accompanied by the currently required permit fee and two copies of any applications submitted for companion federal and/or state permits.

(Ord. No. 18853, art. II, § 3, 9-15-87)

Sec. 62-94. - License.

- (a) Required; fee; validity; site, owner and use specific; transferral. A county license shall be required for all 10 to 100 kilogram generators and 100 to 1,000 kilogram generators. The initial application for a license shall be accompanied by the currently required license fee. A county license shall be valid for a period of two years. A county license shall be issued for a specific site, owner and use and shall not be transferrable.
- (b) Renewal. An application for renewal of a county license must be submitted to the office of emergency management at least 90 days prior to the expiration date of the county license. Each application for license renewal shall be accompanied by the currently required license renewal fee.

(Ord. No. 18853, art. II, § 4, 9-15-87)

Sec. 62-95. - Review of applications.

All applications for permits and licenses shall be submitted to the office of emergency management. The director of emergency management shall coordinate evaluation of all applications by regular meetings no less than once per month of the review committee. The review committee shall recommend approval, approval with conditions or disapproval of each application to the department of emergency management.

(Ord. No. 18853, art. II, § 5, 9-15-87)

Sec. 62-96. - License or permit issuance.

The director of emergency management shall review each application, review the recommendations of the review committee and upon making the following findings of fact shall issue a license or permit to the applicant:

- (1) The facility has provided all the required information and has otherwise fully complied with provisions of this article that concern the application process.
- (2) The operation of the facility is consistent with protection of human health, safety and welfare as well as the protection of the natural resources of the county.
- (3) The facility has taken or consented in writing to take any and all reasonable measures to comply with applicable federal, state, and local laws and regulations.

(Ord. No. 18853, art. II, § 6, 9-15-87)

Sec. 62-97. - Monitoring and inspection.

The board of commissioners, pursuant to the county personnel plan, shall provide for at least one inspector who shall periodically monitor and inspect operations of regulated facilities for compliance with the state hazardous waste management rules; the provisions of this article; and work in cooperation with the enforcement of fire and building codes and with federal and state hazardous waste inspections. Any violations of state and/or federal regulations discovered during inspections conducted under this article by 100 kilogram or greater generators shall be reported to the appropriate state and federal regulatory agencies for investigation.

(Ord. No. 18853, art. III, § 1, 9-15-87; Ord. No. 18893, § 1, 11-3-87)

Sec. 62-98. - Right of entry.

The inspectors shall have the right of entry upon the premises of any place where entry is necessary to carry out the provisions of this article. If consent for entry is not obtained, an administrative search and inspection warrant shall be obtained pursuant to G.S. 5-27.2.

(Ord. No. 18853, art. III, § 2, 9-15-87)

Sec. 62-99. - Review of state inspection reports.

The county shall obtain facility inspection reports pertaining to regulated facilities from the state department of human resources, division of health services, environmental health section, solid and hazardous waste management branch, and from any other appropriate state agencies. The county inspectors shall be responsible for reviewing these reports and taking necessary steps to ensure compliance with this article.

(Ord. No. 18853, art. III, § 3, 9-15-87)

Sec. 62-100. - Central data base.

The information gathered under this article shall be organized into a central data base and used to assist county officials in prefire and emergency planning; to determine what measures are needed to protect sewage and landfill facilities from hazardous waste; to assess the needs of the county industries for alternative waste treatment and disposal methods; and to aid the county in regulating hazardous waste management.

(Ord. No. 18853, art. III, § 4, 9-15-87)

Sec. 62-101. - Retention, maintenance and confidentiality of records.

All records and written documents pertaining to the facilities shall be maintained and made available to the public in accordance with the provisions of G.S. 132-1 et seq. These documents shall include, but not be limited to, monitoring and inspection records, documents pertaining to licensing actions, license applications and enforcement actions and private and public haulers and their respective clientele lists; provided, however, that this provision shall not conflict with the provisions regarding maintenance and retention of records as specified in the federal Resource Conservation and Recovery Act. The provisions regarding confidentiality of records as specified in the federal Resource Conservation and Recovery Act are hereby adopted and incorporated in this section by reference. A copy of the federal Resource Conservation and Recovery Act are available in the office of emergency management.

(Ord. No. 18853, art. III, § 5, 9-15-87)

PAGE 03/04

Oct. 16. 2009 8:08AM828-WASTE PRO 407-869-8884JACK STEWART LAW

No. 1239 P. 3= 03/04

Ø002/003



Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of Recyclables in Unincorporated Areas of Buncombe County

CERTIFICATE OF ACCEPTANCE

WHEREAS, on October 6, 2009, the Buncombe County Board of Commissioners awarded an exclusive Franchise Agreement for the collection and disposal of solid waste and collection of recyclables in unincorporated areas of Bancombe Goanty to Waste Pro USA, Inc. (hereinafter called "Franchised Coffector"); and

WHEREAS, the Franchise Agreement shall include the advertisement for bids, RFP #SWF-2010 and addenda thereto, instructions to bidders, terms and conditions, specifications, insurance certificates, the Franchised Collector's proposal, and all other documents referenced in RFP #SWF-2010, including Chapter 62 of the Buncombe County Code of Ordinances; and

WHEREAS, the Franchised Collector hereby certifies that he/she has read and understands the terms and conditions in said documents and will comply with all provisions of the same; and

WHEREAS, fallure to comply with the terms of the franchise shall be grounds for termination of the Franchise Agreement.

IN WITNESS THEREOF, the Franchised Collector accepts the terms of the franchise by execution of this Certificate in triplicate, one copy to be retained by the Franchised Collector, one copy to be returned to the office of the County Attorney, and the original to be on file with the Director of Solid Waste.

ACCEPTED BY:

Title:

General

Councel, Waste Pro USA, IK.

Date:

10-16-07

ATTEST:

By:

Title:

iiesi:

Waste Pio USA, IK



Franchise for Collection Services in Unincorporated Buncombe County RFP #SWF-2010 Tabulation Form

Proposal Due Date: September 1, 2009

Time: 2 p.m.

Company Name	Exhibit A/ Cost Proposal Form (Check if Included)	Monthly Cost Per Subscriber for Basic Service
Republic Services of North Carolina, LLC, d.b.a. GDS	***	\$17.03
Waste Industries, LLC	w.	\$14.55
Waste Pro USA, Inc.	✓*	\$14.20
Toter Incorporated	N/A	"No Bid" Letter Received
Waste Management of the Carolinas, Inc.	N/A	"No Bid" Letter Received
Wyatt & Bowman Waste Container	N/A	"No Bid" Letter Received

On July 31 and August 7, 2009, a request for proposals was published in the Asheville Citizen-Times for an "Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of Recyclables in Unincorporated Areas of Buncombe County". I certify that this is a correct tabulation of all proposals received for this franchise opportunity on the date and time specified above.

Jennifer Pike, Purchasing Agent

PROPOSAL

Presented to:

Buncombe County

From:

WASTE PRO USA, INC.



Ms. Jennifer Pike
Purchasing Agent
P.O. Box 7526
Asheville, North Carolina 28802
September 1, 2009 2:00 P.M.



Copy

Cover Letter .

Cost Proposal
Premium service
Proposal

3 Technical Experience

Reference Letters

5 Additional Information



August 19, 2009

Ms. Jennifer Pike Purchasing Agent Buncombe County Finance Department P.O. Box 7526 Asheville, NC 28802-7526

Re: Request for Proposals # SWF-2010

Exclusive Franchise for the Collection and Disposal of Solid Waste and Recyclables
In Unincorporated Areas of Buncombe County

Dear Ms. Pike:

Waste Pro is pleased to have the opportunity to submit this proposal in response to Buncombe County's RFP #SWF-2010. By submitting this proposal, Waste Pro agrees, if selected, to provide the work as described in RFP #SWF-2010 and addendums #1 and #2 along with the franchise question.

Waste Pro has received and carefully examined all of the documents in the RFP and addendums #1 and #2. Waste Pro is familiar with the work to be done and fully understands the requirements for performing the work. Waste Pro currently provides similar work, under exclusive franchises, in 87 cities and counties providing solid waste and recycling services to over 800,000 residences.

Waste Pro is willing and able to initiate start-up after an award of the franchise and begin services on January 1, 2010. Waste Pro has extensive experience in new start-ups. Waste Pro has successfully initiated over 50 new residential franchise start-ups in the past 6 years. Many of these are in areas that were, at the time, new to Waste Pro. Enclosed in Waste Pro's proposal are numerous letters from cities and counties attesting to Waste Pro's record of accomplishment and capabilities in smooth transitions from another franchisee to Waste Pro.

In every market we enter, Waste Pro employs a dedicated "transition team" to assure seamless transitions. Additionally, we employ and advocate the employ of local residents, such as the current service provider's existing employees, that have a working familiarity with the marketplace, terrain, conditions, etc... Included in the resumes of our current management, you will find individuals that have been local Asheville residents, have local college training and working and living experience in Asheville North Carolina along with other mountainous territories, among which are Eastern and Western Kentucky, and Northern Georgia.

Our management philosophy is as follows: 1) Acquire the best equipment money can buy. 2) Service that equipment through preventative maintenance and progressive maintenance. 3) Hire the best people in the industry, provide ongoing training and incentivize employees to maintain the best safety statistics in the industry. 4) Provide service to our customers, Counties, Towns, and Cities that are <u>second to none</u>.



PAGE TWO

Waste Pro is one of the largest privately owned solid waste and recycling collection companies in the United States. Waste Pro is currently operating in Alabama, Florida, Georgia and South Carolina. Should Waste Pro be selected, we would make Asheville our regional headquarters for North Carolina. Our references will attest to the excellent level of service provided by Waste Pro. Selecting Waste Pro will also bring in new competition, which appears to be needed, for the commercial businesses and the smaller cities within Buncombe County.

Waste Pro offers many "green" features for its customers and a state-of-the-art free online customer inquiry / complaint resolution service. Our program, Trac EZ™ gives city officials, customers and Waste Pro the opportunity to transparently track and monitor (in real time) complaints as well as compliments.

Further, Waste Pro offers E-waste (electronics) and special events recycling programs to enhance and promote recycling in Buncombe County. It is our intention that Buncombe County and Asheville is recognized as a leader in the "green revolution", a great benefit to the citizens of the city and the county as well as the environment.

I, Robert J. Hyres, as Executive Vice President, represent and warrant that the information submitted in this proposal is true and accurate to the best of my knowledge.

Sincerely,

Robert J. Hyres

Executive Vice President

Exhibit A Bidder Information and Cost Proposal Form – Page One

BIDDER INFORMATION:

Name of Firm Submitting Proposal:	Waste Pro, USA, Inc
Web Site Address of Firm, If Applicable:	Wasteprousa.com
Firm's Street Address, City, Zip Code:	2101 W. SR. 434 Longwood, FL. 32791
Firm's Mailing Address, City, Zip Code:	Same as above
Type of Organization:	Individual Partnership Corporation* Non-Profit
Check if Applicable:	Certified Minority Business
Name of Official Contact Person:	Robert J. Hyres, Executive Vice-President
Telephone Number for Contact Person:	407-869-8800 MM
Fax Number for Contact Person:	407-869-8884
Email Address for Contact Person:	Bhyres@wasteprousa.com
On a separate sheet, provide the names and a partners, if or as may be applicable.	addresses of the firm's officers, directors, owners, and
*If the organization is a corporation, attach a cincorporation.	certified copy of the corporation's articles of
COST PROPOSAL:	
Monthly Cost Per Subscriber for Basic Service:	\$14.20

Describe below any additional incentives that will be provided to subscribers:

At no additional charge Waste Pro USA will provide:

- Curbside Electronic Waste recycling
- Trac EZTM on-line software customized for Buncombe County
- Special Event Re-cycling

Exhibit A Bidder Information and Cost Proposal Form – Page Two

Pursuant to Section 4.5, the franchised collector may elect to provide premium service to a subscriber. Define and describe your firm's "premium service" for waste collection and/or recyclables, and list all known costs associated with premium service below. Note: The information and cost(s) shown in this section will not be considered in determining the lowest monthly cost per subscriber for basic service.

As a practical matter, we are experienced and perform "premium services" in many of the markets that we serve. The services include:

- Rear door collection service \$12.00 additional fee per month
- Yard waste collection service Quoted upon occurrence for volume and type
- Accommodation for long driveways Quoted upon occurrence
- Carts \$3.50 additional fee per month

Officers of Waste Pro

John J. Jennings – CEO & President Waste Pro USA 100 Amberwood Court Longwood, Florida 32779

Fred Wood – Sr. Vice President Waste Pro USA 505 Westminster Drive Athens, GA 30607

Don Phillips CFO Waste Pro USA 1561 Westover Loop Heathrow, FL 32746

Robert J. Hyres – Executive Vice President Waste Pro USA 5227 Royal Paddock Way Merritt Island, Florida 32953



Bepartment of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of WASTE PRO USA, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is J40686.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Third day of February, 2009

CR2EO22 (01-07)

Kutet S. Peromiting Secretary of State

ARTICLES OF INCORPORATION

Of

J. H. Diversified Investments, Inc.

The undersigned subscriber(s) to these Articles of Incorporation, a natural person competent to contract hereby subscribes to and forms a corporation for profit under the laws of the State of Florida.

ARTICLE 1 - KAME

The name of the corporation is J. M. Diversified Investments, Inc.

ARTICLE 11 - MATURE OF BUSINESS

The corporation may engage in any activity or business permitted under the laws of the United States and of this State.

ARTICLE III - CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any time is five hundred

[500] shares of common stock, each share having the par value of One-Dollar (\$1.00/xxx).

ARTICLE IV INITIAL CAPITAL

The amount of the capital with which this corporation shall begin business is Five-Hundred and 00/100 Dollars

(5 500,00/sr)

corporation

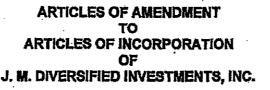
	ART	ICLE VII - D	(RECTOR(S)	
X.		have		all:
whose name(s)	and street ad	idress(es) ar	e as follows: Address	
John J. Jennin	75		100 Ambarriged Ct.	•
· .			Longwood, FL 32779	
Frank J. Mürray			205 Perk Place Blvd. Suite	. 1
			Kissimmee, FL 32742	•
	•			
	ART 1C	LE VIII - SUE	SCRIBER(S)	
	nd street ad n are as fol		subscriber(s) to these Article	25
Name			Address	
John J. Jennin	28		100 Aibernood Ct.	
			Longagod FL 32779	

4-14

Address

•	
Frank J. Murray	205 Park Flace Blvd.; Suite ?
•	Kissimmer, FL 32741
·	The state of the s
	*
-	
ARTICLE IX	- REGISTERED OFFICE AND REGISTERED AGENT
The street address of the	initial Registered Office of this
Corporation is 100 Amberwood	Ct. Longwood, FL 32779
and the name of the initial Re	gistered Agent of this corporation at
that address is W. C. Jenni	
CHAL ACOVERS 15 No. L. GENTI	*
	•
IN WITNESS WHEREOF, I hav	e hereunto set my hand and seal, acknow-
ledged and filed the foregoing	Articles of Incorporation under the
aws of the State of Florida t	his <u>20th</u> day of <u>October</u> . 1986
.	John J. Jennings (Michael SEAL)
•	Fred O Museu
. s	ubscriber
•	0
	•
.	(SEAL)
· 31	AMB#4 4A#1

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- J. M. DIVERSIFIED INVESTMENTS, INC., a Florida corporation (the "Corporation"), hereby adopts an amendment to its Articles of Incorporation as hereinafter set forth.
- 1. The Board of Directors of the Corporation recommended, and the Shareholders of the Corporation adopted, in accordance with Section 607.1003 of the Florida Statutes, on April 1, 2000, an amendment to Article III of the Articles of incorporation of the Corporation, deleting said Article III in its entirety and substituting therefor the following:

ARTICLE III - CAPITAL STOCK

The maximum number of shares that this corporation is authorized to have issued and outstanding at any one time is 100,000,000 shares of common stock, no par value.

- 2. Except as modified hereby, the Articles of Incorporation of the Corporation shall be and remain in full force and effect.
- 3. The number of votes cast for the amendment by the shareholders was sufficient for approval, and the Corporation's shareholders are not divided into different voting groups.

J. M. DIVERSIFIED INVESTMENTS, INC.

By: John (Jestines President

F-NUSRYLMILVAINDENNETTUM DIVERING ARTAMEND. WPD

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OE J. M. DIVERSIFIED INVESTMENTS, INC.



- J. M. DIVERSIFIED INVESTMENTS, INC., a Florida corporation (the "Corporation"), by and through its President, hereby adopts an amendment to its Articles of Incorporation as hereinafter set forth.
- 1. Pursuant to §607.1003 of the Florida Statutes, the Board of Directors of the Corporation and the Shareholders of the Corporation adopted, in accordance with §607.0821 and §607.0704 of the Florida Statutes, on December 2002, an amendment to Article I of the Articles of Incorporation of the Corporation, deleting Article I in its entirety and substituting therefore the following:

ARTICLE I NAME

EFFECTIVE DATE

The name of this Corporation shall be:

WASTE PRO USA, INC.

- 2. Except as modified hereby, the Articles of Incorporation of the Corporation shall be and remain in full force and effect.
- 3. The number of votes cast for the amendment by the Shareholders was sufficient for approval, and the Corporation's Shareholders are not divided into different voting groups.
 - 4. The effective date of this amendment shall be January 1, 2003.

IN WITNESS WHEREOF, these Articles of Amendment have been executed this 24 day of <u>December</u>, 2002.

John J. Jennings President

ARTICLES OF SHARE EXCHANGE

O

WASTE PRO OF FLORIDA, INC., a Florida corporation, WITH

WASTE PRO USA, INC., a Florida corporation

ARTICLES OF SHARE EXCHANGE between Waste Pro of Florida, Inc., a Florida corporation with its principal place of business located at 2101 W. SR 434, Suite 301, Longwood, Florida 32779 ("Acquiree") and Waste Pro USA, Inc., a Florida corporation with its principal place of business located at 2101 W. SR 434, Suite 315, Longwood, Florida 32779 ("Acquirer").

Under §607.1105 of the Florida Business Corporation Act (the "Act"), Acquiree and Acquirer adopt the following Articles of Share Exchange:

- 1. An Agreement and Plan of Share Exchange dated Acri 21 2003 ("Agreement"), between Acquiree and Acquirer was recommended to the equity owners of uncertificated shares of the Acquiree by the Board of Directors of Acquiree on April 21, 2003, was approved and adopted by the owners of uncertificated common stock of Acquiree on April 21, 2003, and was approved and adopted by the Board of Directors of Acquirer on April 21, 2003.
- 2. Under the Agreement, all present right and entitlement to shares of Acquiree's common stock will be exchanged for an equal number of Acquirer's authorized common stock and Acquiree will become a wholly owned subsidiary of Acquirer.
- 3. The Plan of Share Exchange is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth.
- 4. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Share Exchange shall be April 21, 2003, the Effective Date set forth in the Plan of Share Exchange.

IN WITNESS WHEREOF, the parties have set their hands on April 21, 2003.

ATTEST:	ACQUIREE: WASTE PRO OF FLORIDA, INC., a Florida corporation By:
(Corporate Seal)	David L. Danford, President
ATTEST:	ACQUIROR: WASTE PRO USA, INC., a Florida corporation
(Corporate Seal)	By: (MIM (OMUN) John / Jennings, President

PLAN OF SHARE EXCHANGE

This Plan of Share Exchange ("Plan") is entered into between Waste Pro USA, Inc., a Florida corporation, with its principal offices located at 2101 W. SR 434, Suite 315, Longwood, Florida 32779 ("Acquiror") and Waste Pro of Florida, Inc., a Florida corporation with its principal offices located at 2101 W. SR 434, Suite 301, Longwood, Florida 32779 ("Acquiree").

- 1. Exchange of Shares. On the Effective Date, all of the owners of uncertificated shares of Acquiree not dissenting from this Plan shall exchange all of their entitlement to issued shares of the common stock of Acquiree on a 1:1 ratio for an equal number of issued shares of common stock of Acquirer. After the completion of the share exchange, Acquiree shall become a wholly owned subsidiary of Acquirer. Share certificates of Acquiree's stock have not been, and will not be, issued prior to the exchange, but Acquiree has acknowledged that each person identified on Exhibit "A" attached hereto has the present right and entitlement to have issued in their names shares of Acquiree's common stock listed adjacent to their names, and for purposes of this Plan, shall be called shareholders of Acquiree.
- 2. <u>Satisfaction of Rights of Shareholders.</u> All shares of Acquirer's stock into which shares of Acquirer's stock rights and uncertificated shares shall be converted after exchange shall be deemed to have been paid in full, in complete satisfaction of the consideration for such shares of Acquirer's shares issued to Acquiree's shareholders.
- 3. Supplemental Action. If at any time after the Effective Date, Acquirer or Acquiree shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Acquirer or Acquiree, as the case may be, whether past or remaining in office, shall execute and deliver any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts to carry out the provisions of this Plan.
- 4. Filing with the Florida Secretary of State and Effective Date. At the Closing, as provided in the Agreement and Plan of Share Exchange of which this Plan is a part, Acquiror and Acquiree shall cause their respective Presidents to execute Articles of Share Exchange in the form attached to this Plan and, on execution, this Plan shall be deemed incorporated by reference into the Articles of Share Exchange as if fully set forth in such Articles and shall become an exhibit to such Articles of Share Exchange. Thereafter, the Articles of Share Exchange shall be delivered for filing to the Florida Secretary of State. In accordance with § 607.1105(1)(b) of the Florida Business Corporation Act (the "Act"), the Articles of Share Exchange shall specify the "Effective Date." The Effective Date shall be April, 21, 2003.
- 5. <u>Amendment and Waiver.</u> Any of the terms or conditions of this Plan may be waived at any time by Acquirer or Acquiree by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the

shareholders of Acquiree by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with § 607.1103 of the Act.

- 6. <u>Termination</u>. At any time before the Effective Date (whether before or after filing the Articles of Share Exchange), this Plan may be terminated and the share exchange abandoned by mutual consent of the Boards of Directors of both corporations, notwithstanding favorable action by the shareholders of Acquiree.
- 7. <u>Dissenter's Rights.</u> The Shareholders of Acquiree have received notice of their right to Dissent pursuant to F.S. Chapter 607 of the Act along with copies of F.S. 607.1301, 607.1302 and 607.1320, attached hereto as Exhibit "B," and have waived their respective right to Dissent.

EXHIBIT "A"

WASTE PRO OF FLORIDA, INC. EQUITY OWNERSHIP

	<u>Name</u>	Number of Shares of Common Stock Of Waste Pro of Florida. Inc. presently entitled to have issued
1.	Sean M. Jennings	1,200,000
2.	Christina L. Jennings	1,600,000
3.	John J. Jennings	900,000
4.	Wendy Jennings	900,000
5.	David Danford	50,000
6.	Fred V. Wood and Marlana Wood, as tenants by the entirety	20,000
7.	Charles L. Ewing and Martha Ewing, as tenants by the entirety	116,000
8.	Louis Forte and Cheryl Forte, as tenants by the entirety	40,000
9.	Mary Murray	40,000
10.	Charlie Green	20,000
11.	Wesley R. Harrell	6,000
12,	Benny Diciacco	6,000
13.	Robert J. Hyres	50,000

The 2002 Florida Statutes

607.1301 Dissenters' rights; definitions.—The following definitions apply to ss. 607.1302 and 607.1320:

(1) "Corporation" means the issuer of the shares held by a dissenting shareholder before the corporate action or the surviving or acquiring corporation by merger or share exchange of that

(2) "Fair value," with respect to a dissenter's shares, means the value of the shares as of the close of business on the day prior to the shareholders' authorization date, excluding any appreciation or depreciation in anticipation of the corporate action unless exclusion would be inequitable.

(3) "Shareholders' authorization date" means the date on which the shareholders' vote authorizing the proposed action was taken, the date on which the comporation received written consents without a meeting from the requisite number of shareholders in order to authorize the action, or, in the case of a merger pursuant to s. 607.1104, the day prior to the date on which a copy of the plan of merger was mailed to each shareholder of record of the subsidiary corporation.

607.1302 Right of shareholders to dissent .--

- (1) Any shareholder of a corporation has the right to dissent from, and obtain payment of the fair value of his or her shares in the event of, any of the following corporate actions:
- (a) Consummation of a plan of merger to which the corporation is a party:

1. If the shareholder is entitled to vote on the merger, or

- 2. If the corporation is a subsidiary that is merged with its parent under s. 607.1104, and the shareholders would have been entitled to vote on action taken, except for the applicability of s. 607.1104;
- (b) Consummation of a sale or exchange of all, or substantially all, of the property of the corporation, other than in the usual and regular course of business, if the shareholder is entitled to vote on the sale or exchange pursuant to s. 607.1202, including a sale in dissolution but not including a sale pursuant to court order or a sale for each pursuant to a plan by which all or substantially all of the net proceeds of the sale will be distributed to the shareholders within 1 year after the date of sale;

(c) As provided in s. 607.0902(11), the approval of a control-share acquisition;

- (d) Consummation of a plan of share exchange to which the corporation is a party as the corporation the shares of which will be acquired, if the shareholder is entitled to vote on the plan;
- (e) Any amendment of the articles of incorporation if the shareholder is entitled to vote on the amendment and if such amendment would adversely affect such shareholder by:

1. Altering or abolishing any preemptive rights attached to any of his or her shares;

- 2. Altering or abolishing the voting rights pertaining to any of his or her shares, except as such rights may be affected by the voting rights of new shares then being authorized of any existing or new class or series of shares;
- 3. Effecting an exchange, cancellation, or reclassification of any of his or her shares, when such exchange, cancellation, or reclassification would alter or abolish the shareholder's voting rights or alter his or her percentage of equity in the corporation, or effecting a reduction or cancellation of accrued dividends or other arrearages in respect to such shares;
- 4. Reducing the stated redemption price of any of the shareholder's redeemable shares, altering or abolishing any provision relating to any sinking fund for the redemption or purchase of any of

his or her shares, or making any of his or her shares subject to redemption when they are not otherwise redeemable;

5. Making noncumulative, in whole or in part, dividends of any of the shareholder's preferred shares which had theretofore been cumulative;

6. Reducing the stated dividend preference of any of the shareholder's preferred shares; or

7. Reducing any stated preferential amount payable on any of the shareholder's preferred shares upon voluntary or Involuntary liquidation; or

(f) Any corporate action taken, to the extent the articles of incorporation provide that a voting or nonvoting shareholder is entitled to dissent and obtain payment for his or her shares.

(2) A shareholder dissenting from any amendment specified in paragraph (1)(e) has the right to dissent only as to those of his or her shares which are adversely affected by the amendment.

(3) A shareholder may dissent as to less than all the shares registered in his or her name. In that event, the shareholder's rights shall be determined as if the shares as to which he or she has dissented and his or her other shares were registered in the names of different shareholders.

(4) Unless the articles of incorporation otherwise provide, this section does not apply with respect to a plan of merger or share exchange or a proposed sale or exchange of property, to the holders of shares of any class or series which, on the record date fixed to determine the shareholders entitled to vote at the meeting of shareholders at which such action is to be acted upon or to consent to any such action without a meeting, were either registered on a national securities exchange or designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers, Inc., or held of record by not fewer than 2,000 shareholders.

(5) A shareholder entitled to dissent and obtain payment for his or her shares under this section may not challenge the corporate action creating his or her entitlement unless the action is

unlawful or fraudulent with respect to the shareholder or the corporation.

607.1320 Procedure for exercise of dissenters' rights.-

(1)(a) If a proposed corporate action creating dissenters' rights under s. 607.1302 is submitted to a vote at a shareholders' meeting, the meeting notice shall state that shareholders are or may be entitled to assert dissenters' rights and be accompanied by a copy of ss. 607.1301, 607.1302, and 607.1320. A shareholder who wishes to assert dissenters' rights shall:

1. Deliver to the corporation before the vote is taken written notice of the shareholder's intent to

demand payment for his or her shares if the proposed action is effectuated, and

2. Not vote his or her shares in favor of the proposed action. A proxy or vote against the

proposed action does not constitute such a notice of intent to demand payment.

(b) If proposed corporate action creating dissenters' rights under s. 607.1302 is effectuated by written consent without a meeting, the corporation shall deliver a copy of ss. 607.1301, 607.1302 and 607.1320 to each shareholder simultaneously with any request for the shareholder's written consent or, if such a request is not made, within 10 days after the date the corporation received written consents without a meeting from the requisite number of shareholders necessary to authorize the action.

(2) Within 10 days after the shareholders' authorization date, the corporation shall give written notice of such authorization or consent or adoption of the plan of merger, as the case may be, to each shareholder who filed a notice of intent to demand payment for his or her shares pursuant to paragraph (1)(a) or, in the case of action authorized by written consent, to each shareholder,

excepting any who voted for, or consented in writing to, the proposed action.

(3) Within 20 days after the giving of notice to him or her, any shareholder who elects to dissent shall file with the corporation a notice of such election, stating the shareholder's name and address, the number, classes, and series of shares as to which he or she dissents, and a demand for payment of the fair value of his or her shares. Any shareholder failing to file such election to dissent within the period set forth shall be bound by the terms of the proposed corporate action. Any shareholder filing an election to dissent shall deposit his or her certificates for certificated shares with the corporation simultaneously with the filing of the election to dissent. The corporation may restrict the transfer of uncertificated shares from the date the sharcholder's

election to dissent is filed with the corporation.

(4) Upon filing a notice of election to dissent, the shareholder shall thereafter be entitled only to payment as provided in this section and shall not be entitled to vote or to exercise any other rights of a shareholder. A notice of election may be withdrawn in writing by the shareholder at any time before an offer is made by the corporation, as provided in subsection (5), to pay for his or her shares. After such offer, no such notice of election may be withdrawn unless the corporation consents thereto. However, the right of such shareholder to be paid the fair value of his or her shares shall cease, and the shareholder shall be reinstated to have all his or her rights as a shareholder as of the filing of his or her notice of election, including any intervening preemptive rights and the right to payment of any intervening dividend or other distribution or, if any such rights have expired or any such dividend or distribution other than in cash has been completed, in lieu thereof, at the election of the corporation, the fair value thereof in cash as determined by the board as of the time of such expiration or completion, but without prejudice otherwise to any corporate proceedings that may have been taken in the interim, if:

(a) Such demand is withdrawn as provided in this section;

(b) The proposed corporate action is abandoned or rescinded or the shareholders revoke the authority to effect such action;

(c) No demand or petition for the determination of fair value by a court has been made or filed within the time provided in this section; or

(d) A court of competent jurisdiction determines that such shareholder is not entitled to the relief

provided by this section.

(5) Within 10 days after the expiration of the period in which shareholders may file their notices of election to dissent, or within 10 days after such corporate action is effected, whichever is later (but in no case later than 90 days from the shareholders' authorization date), the corporation shall make a written offer to each dissenting shareholder who has made demand as provided in this section to pay an amount the corporation estimates to be the fair value for such shares. If the corporate action has not been consummated before the expiration of the 90-day period after the shareholders' authorization date, the offer may be made conditional upon the consummation of such action. Such notice and offer shall be accompanied by:

(a) A balance sheet of the corporation, the shares of which the dissenting shareholder holds, as of the latest available date and not more than 12 months prior to the making of such offer; and

(b) A profit and loss statement of such corporation for the 12-month period ended on the date of such balance sheet or, if the corporation was not in existence throughout such 12- month period, for the portion thereof during which it was in existence.

(6) If within 30 days after the making of such offer any shareholder accepts the same, payment for his or her shares shall be made within 90 days after the making of such offer or the consummation of the proposed action, whichever is later. Upon payment of the agreed value, the dissenting shareholder shall cease to have any interest in such shares.

(7) If the corporation fails to make such offer within the period specified therefor in subsection (5) or if it makes the offer and any dissenting shareholder or shareholders fail to accept the same

within the period of 30 days thereafter, then the corporation, within 30 days after receipt of written demand from any dissenting shareholder given within 60 days after the date on which such corporate action was effected, shall, or at its election at any time within such period of 60 days may, file an action in any court of competent jurisdiction in the county in this state where the registered office of the corporation is located requesting that the fair value of such shares be determined. The court shall also determine whether each dissenting shareholder, as to whom the corporation requests the court to make such determination, is entitled to receive payment for his or her shares. If the corporation fails to institute the proceeding as herein provided, any dissenting shareholder may do so in the name of the corporation. All dissenting shareholders (whether or not residents of this state), other than shareholders who have agreed with the corporation as to the value of their shares, shall be made parties to the proceeding as an action against their shares. The corporation shall serve a copy of the initial pleading in such proceeding upon each dissenting shareholder who is a resident of this state in the manner provided by law for the service of a summons and complaint and upon each nonresident dissenting shareholder either by registered or certified mail and publication or in such other manner as is permitted by law. The jurisdiction of the court is plenary and exclusive. All shareholders who are proper parties to the proceeding are entitled to judgment against the corporation for the amount of the fair value of their shares. The court may, if it so elects, appoint one or more persons as appraisers to receive evidence and recommend a decision on the question of fair value. The appraisers shall have such power and authority as is specified in the order of their appointment or an amendment thereof. The corporation shall pay each dissenting shareholder the amount found to be due him or her within 10 days after final determination of the proceedings. Upon payment of the judgment, the dissenting shareholder shall cease to have any interest in such shares.

(8) The judgment may, at the discretion of the court, include a fair rate of interest, to be

determined by the court.

(9) The costs and expenses of any such proceeding shall be determined by the court and shall be assessed against the corporation, but all or any part of such costs and expenses may be apportioned and assessed as the court deems equitable against any or all of the dissenting shareholders who are parties to the proceeding, to whom the corporation has made an offer to pay for the shares, if the court finds that the action of such shareholders in falling to accept such offer was arbitrary, vexatious, or not in good faith. Such expenses shall include reasonable compensation for, and reasonable expenses of, the appraisers, but shall exclude the fees and expenses of counsel for, and experts employed by, any party. If the fair value of the shares, as determined, materially exceeds the amount which the corporation offered to pay therefor or if no offer was made, the court in its discretion may award to any shareholder who is a party to the proceeding such sum as the court determines to be reasonable compensation to any attorney or expert employed by the shareholder in the proceeding.

(10) Shares acquired by a corporation pursuant to payment of the agreed value thereof or pursuant to payment of the judgment entered therefor, as provided in this section, may be held and disposed of by such corporation as authorized but unissued shares of the corporation, except that, in the case of a merger, they may be held and disposed of as the plan of merger otherwise provides. The shares of the surviving corporation into which the shares of such dissenting shareholders would have been converted had they assented to the merger shall have the status of

authorized but unissued shares of the surviving corporation.

AMENDED AND CORRECTED ARTICLES OF SHARE EXCHANGE

OF

WASTE PRO OF FLORIDA, INC., a Florida corporation, WITH

WASTE PRO USA, INC., a Florida corporation



ARTICLES OF SHARE EXCHANGE between Waste Pro of Florida, Inc., a Florida corporation with its principal place of business located at 2101 W. SR 434, Suite 301, Longwood, Florida 32779 ("Acquiree") and Waste Pro USA, Inc., a Florida corporation with its principal place of business located at 2101 W. SR 434, Suite 315, Longwood, Florida 32779 ("Acquirer").

Under §607.1105 of the Florida Business Corporation Act (the "Act"), Acquiree and Acquiror adopt the following Articles of Share Exchange:

- 1. An Agreement and Plan of Share Exchange dated effective January 1, 2003 ("Agreement"), between Acquiree and Acquiror was recommended to the equity owners of uncertificated shares of the Acquiree by the Board of Directors of Acquiree on January 1, 2003, was approved and adopted by the owners of uncertificated common stock of Acquiree on January 1, 2003, and was approved and adopted by the Board of Directors of Acquiror effective as of January 1, 2003.
- 2. Under the Agreement, all present right and entitlement to shares of Acquiree's common stock will be exchanged for an equal number of Acquiror's authorized common stock and Acquiree will become a wholly owned subsidiary of Acquiror.
- The Amended and Corrected Plan of Share Exchange is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth.
- 4. The date of the effectiveness of the Share Exchange was January 1, 2003, the Effective Date set forth in the Plan of Share Exchange.

IN WITNESS WHEREOF, the parties have set their hands on 9-15, 2004.

ACQUIREE: WASTE PRO OF FLORIDA, II	VC.,
a Florida corporation	1
By: 1/2/1/	— E 2
David L. Danford, President	
ACQUIROR: WASTE PRO USA, INC.,	HASSEE'L
a Florida corporation	
By: JOHN & JOHNNA	Om G
John Jennings, President	•

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AMENDED AND CORRECTED PLAN OF SHARE EXCHANGE

This Amended and Corrected Plan of Share Exchange ("Plan") is entered into between Waste Pro USA, Inc., a Florida corporation, with its principal offices located at 2101 W. SR 434, Suite 315, Longwood, Florida 32779 ("Acquiror") and Waste Pro of Florida, Inc., a Florida corporation with its principal offices located at 2101 W. SR 434, Suite 301, Longwood, Florida 32779 ("Acquiree").

The purpose of this amendment and correction is to restate the Effective Date of the Share Exchange. The actual Effective Date when Waste Pro of Florida, Inc. became a subsidiary for business operations and accounting function purposes occurred on January 1, 2003. The Share Exchange documentation that memorialized the Share Exchange were finalized on April 21, 2003. Accordingly, the Plan of Share Exchange is amended and corrected to reflect the actual Effective Date of the transaction.

- 1. Exchange of Shares. All of the owners of uncertificated shares of Acquiree not dissenting from this Plan shall exchange all of their entitlement to issued shares of the common stock of Acquiree on a 1:1 ratio for an equal number of issued shares of common stock of Acquiror. As of January 1, 2003 (the "Effective Date"), Acquiree shall become a wholly owned subsidiary of Acquiror. Share certificates of Acquiree's stock have not been, and will not be, issued prior to the exchange, but Acquiree has acknowledged that each person identified on Exhibit "A" attached hereto has the present right and entitlement to have issued in their names shares of Acquiree's common stock listed adjacent to their names, and for purposes of this Plan, shall be called shareholders of Acquiree.
- 2. <u>Satisfaction of Rights of Shareholders</u>. All shares of Acquirer's stock into which shares of Acquirer's stock rights and uncertificated shares shall be converted after exchange shall be deemed to have been paid in full, in complete satisfaction of the consideration for such shares of Acquirer's shares issued to Acquiree's shareholders.
- 3. <u>Supplemental Action.</u> If at any time after the Effective Date, Acquirer or Acquiree shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Acquiror or Acquiree, as the case may be, whether past or remaining in office, shall execute and deliver any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts to carry out the provisions of this Plan.
- 4, Filing with the Florida Secretary of State and Effective Date. At the Closing, as provided in the Agreement and Plan of Share Exchange of which this Plan is a part, Acquiror and Acquiree shall cause their respective Presidents to execute Articles of Share Exchange in the form attached to this Plan and, on execution, this Plan shall be deemed incorporated by reference into the Articles of Share Exchange as if fully set forth in such Articles and shall become an

exhibit to such Articles of Share Exchange. Thereafter, the Articles of Share Exchange shall be delivered for filing to the Florida Secretary of State.

- 5. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by Acquiror or Acquiree by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of Acquiree by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with § 607.1103 of the Act.
- 6. <u>Termination.</u> At any time before the Effective Date (whether before or after filing the Articles of Share Exchange), this Plan may be terminated and the share exchange abandoned by mutual consent of the Boards of Directors of both corporations, notwithstanding favorable action by the shareholders of Acquiree.
- 7. <u>Dissenter's Rights</u>. The Shareholders of Acquiree have received notice of their right to Dissent pursuant to F.S. Chapter 607 of the Act along with copies of F.S. 607.1301, 607.1302 and 607.1320, attached hereto as Exhibit "B," and have waived their respective right to Dissent.

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EXHIBIT "A"

WASTE PRO OF FLORIDA, INC. EQUITY OWNERSHIP

<u>Name</u>		Number of Shares of Common Stock Of Waste Pro of Florida, Inc. presently entitled to have issued
1.	Sean M. Jennings	1,200,000
2.	Christina L. Jennings	1,600,000
-3.	John J. Jennings	900,000
4.	Wendy Jennings	900,000
5.	David Danford	50,000
6.	Fred V. Wood and Marlana Wood, as tenants by the entirety	20,000
7.	Charles L. Ewing and Martha Ewing, as tenants by the entirety	116,000
.8.	Louis Forte and Cheryl Forte, as tenants by the entirety	40,000
9.	Mary Murray	40,000
10.	Charlie Green	20,000
11.	Wesley R. Harrell	6,000
12.	Benny Diciacco	6,000
13.	Robert J. Hyres	50,000

EXHIBIT "B"

The 2002 Florida Statutes

607.1301 Dissenters' rights; definitions.—The following definitions apply to ss. 607.1302 and 607.1320:

(1) "Corporation" means the issuer of the shares held by a dissenting shareholder before the corporate action or the surviving or acquiring corporation by merger or share exchange of that issuer.

(2) "Fair value," with respect to a dissenter's shares, means the value of the shares as of the close of business on the day prior to the shareholders' authorization date, excluding any appreciation or depreciation in anticipation of the corporate action unless exclusion would be inequitable.

(3) "Shareholders' authorization date" means the date on which the shareholders' vote authorizing the proposed action was taken, the date on which the corporation received written consents without a meeting from the requisite number of shareholders in order to authorize the action, or, in the case of a merger pursuant to s. 607.1104, the day prior to the date on which a copy of the plan of merger was mailed to each shareholder of record of the subsidiary corporation.

607.1302 Right of shareholders to dissent.-

(1) Any shareholder of a corporation has the right to dissent from, and obtain payment of the fair value of his or her shares in the event of, any of the following corporate actions:

(a) Consummation of a plan of merger to which the corporation is a party:

1. If the shareholder is entitled to vote on the merger, or

2. If the corporation is a subsidiary that is merged with its parent under s. 607.1104, and the shareholders would have been entitled to vote on action taken, except for the applicability of s. 607.1104:

(b) Consummation of a sale or exchange of all, or substantially all, of the property of the corporation, other than in the usual and regular course of business, if the shareholder is entitled to vote on the sale or exchange pursuant to s. 607.1202, including a sale in dissolution but not including a sale pursuant to court order or a sale for cash pursuant to a plan by which all or substantially all of the net proceeds of the sale will be distributed to the shareholders within 1 year after the date of sale;

(c) As provided in s. 607.0902(11), the approval of a control-share acquisition;

(d) Consummation of a plan of share exchange to which the corporation is a party as the corporation the shares of which will be acquired, if the shareholder is entitled to vote on the plan;

(e) Any amendment of the articles of incorporation if the shareholder is entitled to vote on the amendment and if such amendment would adversely affect such shareholder by:

1. Altering or abolishing any preemptive rights attached to any of his or her shares:

2. Altering or abolishing the voting rights pertaining to any of his or her shares, except as such rights may be affected by the voting rights of new shares then being authorized of any existing or new class or series of shares:

3. Effecting an exchange, cancellation, or reclassification of any of his or her shares, when such exchange, cancellation, or reclassification would alter or abolish the shareholder's voting rights or alter his or her percentage of equity in the corporation, or effecting a reduction or cancellation of accrued dividends or other arrearages in respect to such shares;

4. Reducing the stated redemption price of any of the shareholder's redeemable shares, altering or abolishing any provision relating to any sinking find for the redemption or purchase of any of

his or her shares, or making any of his or her shares subject to redemption when they are not otherwise redeemable;

- 5. Making noncumulative, in whole or in part, dividends of any of the shareholder's preferred shares which had theretofore been cumulative:
- 6. Reducing the stated dividend preference of any of the shareholder's preferred shares; or
- 7. Reducing any stated preferential amount payable on any of the shareholder's preferred shares upon voluntary or Involuntary liquidation; or
- (f) Any corporate action taken, to the extent the articles of incorporation provide that a voting or nonvoting shareholder is entitled to dissent and obtain payment for his or her shares.
- (2) A shareholder dissenting from any amendment specified in paragraph (1)(e) has the right to dissent only as to those of his or her shares which are adversely affected by the amendment.
- (3) A shareholder may dissent as to less than all the shares registered in his or her name. In that event, the shareholder's rights shall be determined as if the shares as to which he or she has dissented and his or her other shares were registered in the names of different shareholders.
- (4) Unless the articles of incorporation otherwise provide, this section does not apply with respect to a plan of merger or share exchange or a proposed sale or exchange of property, to the holders of shares of any class or series which, on the record date fixed to determine the shareholders entitled to vote at the meeting of shareholders at which such action is to be acted upon or to consent to any such action without a meeting, were either registered on a national securities exchange or designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers, Inc., or held of record by not fewer than 2,000 shareholders.
- (5) A shareholder entitled to dissent and obtain payment for his or her shares under this section may not challenge the corporate action creating his or her entitlement unless the action is unlawful or fraudulent with respect to the shareholder or the corporation.

607.1320 Procedure for exercise of dissenters' rights,-

- (1)(a) If a proposed corporate action creating dissenters' rights under s. <u>607.1302</u> is submitted to a vote at a shareholders' meeting, the meeting notice shall state that shareholders are or may be entitled to assert dissenters' rights and be accompanied by a copy of ss. <u>607.1301</u>, <u>607.1302</u>, and <u>607.1320</u>. A shareholder who wishes to assert dissenters' rights shall:
- 1. Deliver to the corporation before the vote is taken written notice of the shareholder's intent to demand payment for his or her shares if the proposed action is effectuated, and
- 2. Not vote his or her shares in favor of the proposed action. A proxy or vote against the proposed action does not constitute such a notice of intent to demand payment.
- (b) If proposed corporate action creating dissenters' rights under s. 607.1302 is effectuated by written consent without a meeting, the corporation shall deliver a copy of ss. 607.1301, 607.1302 and 607.1320 to each shareholder simultaneously with any request for the shareholder's written consent or, if such a request is not made, within 10 days after the date the corporation received written consents without a meeting from the requisite number of shareholders necessary to authorize the action.
- (2) Within 10 days after the shareholders' authorization date, the corporation shall give written notice of such authorization or consent or adoption of the plan of merger, as the case may be, to each shareholder who filed a notice of intent to demand payment for his or her shares pursuant to paragraph (1)(a) or, in the case of action authorized by written consent, to each shareholder, excepting any who voted for, or consented in writing to, the proposed action.

- (3) Within 20 days after the giving of notice to him or her, any shareholder who elects to dissent shall file with the corporation a notice of such election, stating the shareholder's name and address, the number, classes, and series of shares as to which he or she dissents, and a demand for payment of the fair value of his or her shares. Any shareholder falling to file such election to dissent within the period set forth shall be bound by the terms of the proposed corporate action. Any shareholder filling an election to dissent shall deposit his or her certificates for certificated shares with the corporation simultaneously with the filing of the election to dissent. The corporation may restrict the transfer of uncertificated shares from the date the shareholder's election to dissent is filed with the corporation.
- (4) Upon filing a notice of election to dissent, the shareholder shall thereafter be entitled only to payment as provided in this section and shall not be entitled to vote or to exercise any other rights of a shareholder. A notice of election may be withdrawn in writing by the shareholder at any time before an offer is made by the corporation, as provided in subsection (5), to pay for his or her shares. After such offer, no such notice of election may be withdrawn unless the corporation consents thereto. However, the right of such shareholder to be paid the fair value of his or her shares shall cease, and the shareholder shall be reinstated to have all his or her rights as a shareholder as of the filing of his or her notice of election, including any intervening preemptive rights and the right to payment of any intervening dividend or other distribution or, if any such rights have expired or any such dividend or distribution other than in cash has been completed, in lieu thereof, at the election of the corporation, the fair value thereof in cash as determined by the board as of the time of such expiration or completion, but without prejudice otherwise to any corporate proceedings that may have been taken in the interim, if:

(a) Such demand is withdrawn as provided in this section:

(b) The proposed corporate action is abandoned or rescinded or the shareholders revoke the authority to effect such action;

(c) No demand or petition for the determination of fair value by a court has been made or filed

within the time provided in this section; or

(d) A court of competent jurisdiction determines that such shareholder is not entitled to the relief

provided by this section.

(5) Within 10 days after the expiration of the period in which shareholders may file their notices of election to dissent, or within 10 days after such corporate action is effected, whichever is later (but in no case later than 90 days from the shareholders' authorization date), the corporation shall make a written offer to each dissenting shareholder who has made demand as provided in this section to pay an amount the corporation estimates to be the fair value for such shares. If the corporate action has not been consummated before the expiration of the 90-day period after the shareholders' authorization date, the offer may be made conditional upon the consummation of such action. Such notice and offer shall be accompanied by:

(a) A balance sheet of the corporation, the shares of which the dissenting shareholder holds, as of the latest available date and not more than 12 months prior to the making of such offer; and

(b) A profit and loss statement of such corporation for the 12-month period ended on the date of such balance sheet or, if the corporation was not in existence throughout such 12-month period, for the portion thereof during which it was in existence.

(6) If within 30 days after the making of such offer any shareholder accepts the same, payment for his or her shares shall be made within 90 days after the making of such offer or the consummation of the proposed action, whichever is later. Upon payment of the agreed value, the dissenting shareholder shall cease to have any interest in such shares.

(7) If the corporation fails to make such offer within the period specified therefor in subsection (5) or if it makes the offer and any dissenting shareholder or shareholders fail to accept the same

within the period of 30 days thereafter, then the corporation, within 30 days after receipt of written demand from any dissenting shareholder given within 60 days after the date on which such corporate action was effected, shall, or at its election at any time within such period of 60 days may, file an action in any court of competent jurisdiction in the county in this state where the registered office of the corporation is located requesting that the fair value of such shares be determined. The court shall also determine whether each dissenting shareholder, as to whom the corporation requests the court to make such determination, is entitled to receive payment for his or her shares. If the corporation falls to institute the proceeding as herein provided, any dissenting shareholder may do so in the name of the corporation. All dissenting shareholders (whether or not residents of this state), other than shareholders who have agreed with the corporation as to the value of their shares, shall be made parties to the proceeding as an action against their shares. The corporation shall serve a copy of the initial pleading in such proceeding upon each dissenting shareholder who is a resident of this state in the manner provided by law for the service of a summons and complaint and upon each nonresident dissenting shareholder either by registered or certified mail and publication or in such other manner as is permitted by law. The jurisdiction of the court is plenary and exclusive. All shareholders who are proper parties to the proceeding are entitled to judgment against the corporation for the amount of the fair value of their shares. The court may, if it so elects, appoint one or more persons as appraisers to receive evidence and recommend a decision on the question of fair value. The appraisers shall have such power and authority as is specified in the order of their appointment or an amendment thereof. The corporation shall pay each dissenting shareholder the amount found to be due him or her within 10 days after final determination of the proceedings. Upon payment of the judgment, the dissenting shareholder shall cease to have any interest in such shares.

(8) The judgment may, at the discretion of the court, include a fair rate of interest, to be

determined by the court.

(9) The costs and expenses of any such proceeding shall be determined by the court and shall be assessed against the corporation, but all or any part of such costs and expenses may be apportioned and assessed as the court deems equitable against any or all of the dissenting shareholders who are parties to the proceeding, to whom the corporation has made an offer to pay for the shares, if the court finds that the action of such shareholders in falling to accept such offer was arbitrary, vexatious, or not in good faith. Such expenses shall include reasonable compensation for, and reasonable expenses of, the appraisers, but shall exclude the fees and expenses of counsel for, and experts employed by, any party. If the fair value of the shares, as determined, materially exceeds the amount which the corporation offered to pay therefor or if no offer was made, the court in its discretion may award to any shareholder who is a party to the proceeding such sum as the court determines to be reasonable compensation to any attorney or expert employed by the shareholder in the proceeding.

(10) Shares acquired by a corporation pursuant to payment of the agreed value thereof or pursuant to payment of the judgment entered therefor, as provided in this section, may be held and disposed of by such corporation as authorized but unissued shares of the corporation, except that, in the case of a merger, they may be held and disposed of as the plan of merger otherwise provides. The shares of the surviving corporation into which the shares of such dissenting shareholders would have been converted had they assented to the merger shall have the status of

authorized but unissued shares of the surviving corporation.

FILED.

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF WASTE PRO USA, INC.

2006 NOV -8 PH 12: 26

SECRETARY OF STATE TALLAHASSEE, FLORIDA

WASTE PRO USA, INC., a Florida corporation (the "Corporation"), hereby adopts an amendment to its Articles of Incorporation as hereinafter set forth.

1. The Board of Directors of the Corporation recommended, and the Shareholders of the Corporation adopted, in accordance with Section 607.1003 of the Florida Statutes, on October 20, 2006, an Amendment to Article III of the Articles of Incorporation of the Corporation, deleting said Article III in its entirety and substituting therefor the following:

ARTICLE III - CAPITAL STOCK

- A. <u>Capitalization</u>. The maximum number of shares that the Corporation is authorized to have issued and outstanding at any one time is 100,015,000 shares, consisting of 100,000,000 shares of common stock, no par value (the "<u>Common Stock</u>"), and 15,000 shares of preferred stock, \$1.00 par value per share (the "<u>Preferred Stock</u>").
- B. <u>Preferred Stock</u>. The powers, preferences and rights of the shares of Preferred Stock, and the qualifications, limitations or restrictions thereof, are as follows:
- 1. <u>Designation of Series A Preferred Stock</u>. The Preferred Stock is designated and known as the Series A Redeemable Preferred Stock (the "Series A Preferred Stock") and shall consist of 15,000 shares.

Rank.

(a) The Series A Preferred Stock shall, with respect to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation, rank prior to the following (collectively, the "Junior Securities"): (i) all classes of Common Stock of the Corporation; and (ii) each other class of capital stock or series of Preferred Stock hereafter created by the Board not in violation of the terms hereof, the terms of which provide that it ranks prior to the Common Stock of the Corporation, but do not expressly provide that it ranks prior to or pari passu with the Series A Preferred Stock, as to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation ("Mezzanine Securities"); and (iii) each class of capital stock, other than the Common Stock of the Corporation and the Mezzanine Securities, hereafter created by the Board not in violation of the terms hereof, the terms of which do not expressly provide that it ranks prior to or pari passu with the

Series A Preferred Stock as to dividends and distributions upon the liquidation, windingup and dissolution of the Corporation.

- (b) The Series A Preferred Stock shall, with respect to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation, rank pari passu with any class of capital stock or series of Preferred Stock hereafter created by the Board not in violation of the terms hereof, the terms of which expressly provide that it ranks pari passu with the Series A Preferred Stock as to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation ("Parity Securities").
- (c) The Series A Preferred Stock shall, with respect to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation, rank junior to each class of capital stock or series of Preferred Stock hereafter created by the Board which has been approved by the holders of the Series A Preferred Stock in accordance herewith, the terms of which expressly provide that it ranks prior to the Series A Preferred Stock as to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation ("Senior Securities").

3. Series A Preferred Stock Dividends and Distributions.

- (a) The Corporation will pay preferential dividends to the holders of the Series A Preferred Stock as provided in this Section 3. Dividends on each outstanding share of Series A Preferred Stock will accrue cumulatively on a daily basis (based on a 360-day year of twelve 30-day months) during each fiscal quarter of the Corporation at the rate of 10% per annum (the "Dividend Rate") on the Liquidation Preference (as defined in Section 6 below) thereof, and will be payable, subject to Section 3(f) below, on the last day of each fiscal quarter, in arrears (each such date, a "Dividend Payment Date").
- (b) Dividends on each share of Series A Preferred Stock will accrue from and including the date of issuance of such share to and including the date on which the Liquidation Preference (including all then accrued but unpaid dividends thereon) of such share is paid, whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. The date on which the Corporation initially issues any share of Series A Preferred Stock will be deemed to be its "date of issuance", regardless of the number of times transfer of such share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such share.
- (c) The Corporation shall take all action permitted under applicable law to permit the payment of dividends, including through revaluation of assets to make funds legally available for such payment.
- (d) All dividends and distributions paid with respect to shares of Series A Preferred Stock shall be paid *pro rata* to the holders of the Series A Preferred

Stock in accordance with the number of shares of Series A Preferred Stock registered in the name of each such holder on the records of the Corporation.

- (e) The Corporation shall not pay any dividends or make any distribution in respect of any Junior Securities, including the Common Stock (other than (i) dividends or distributions payable solely in shares of Common Stock or other Junior Securities, and (ii) the Jennings Distributions (as defined in the Securities Purchase Agreement)), unless the Corporation shall have previously, or concurrently therewith, paid all accrued and unpaid dividends on the Series A Preferred Stock.
- (f) All dividends payable on the Series A Preferred Stock pursuant to this Section 3 shall be paid in eash, except that the Corporation may, at its option, elect not to pay all or any portion of any accrued and unpaid dividends payable on any Dividend Payment Date, but to continue to accrue such dividends. Notwithstanding anything herein to the contrary, all dividends with respect to shares of Series A Preferred Stock not paid on the Dividend Payment Date therefor shall become due and payable upon any liquidation, dissolution or winding-up of the Corporation pursuant to and in accordance with Section 6 hereof and upon any redemption of such shares of Series A Preferred Stock pursuant to and in accordance with Section 7 hereof.

Voting Rights.

- (a) The Series A Preferred Stock shall not be entitled to any voting rights except as provided herein or in the Securities Purchase Agreement, or as provided by law.
- (b) So long as any shares of Series A Preferred Stock remain outstanding, without the consent of the holders of a majority of the outstanding shares of Series A Preferred Stock, the Corporation shall not:
 - (i) amend, alter or repeal any provision of these Articles of Incorporation so as to adversely affect the specified preferences, rights, privileges, powers or voting rights of the Series A Preferred Stock; provided, however, that any such amendment that reduces the Dividend Rate or the Liquidation Preference or adversely affects the redemption rights of the Series A Preferred Stock shall require the approval of each holder of Series A Preferred Stock adversely affected thereby; or
 - (ii) create, authorize or issue any Mezzanine Securities, Parity Securities or Senior Securities, or increase the authorized number of shares of any such class or series, or reclassify any authorized stock of the Corporation into any Senior Securities, Parity Securities or Mezzanine Securities or create, authorize or issue any obligation or security convertible into or evidencing the right to purchase any Senior Securities, Parity Securities or Mezzanine Securities.
- (c) Except as provided herein or in the Securities Purchase Agreement, (x) the creation, authorization or issuance of any Junior Securities, (y) a decrease in the amount of authorized capital stock of any class, including any Preferred

Stock, or (z) an increase in the amount of authorized capital stock of any class of Junior Securities, shall not require the consent of the holders of Series A Preferred Stock and shall be deemed not to affect adversely the specified preferences, rights, privileges, powers or voting rights of holders of Series A Preferred Stock.

- 5. <u>Reacquired Shares</u>. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever (including by redemption or reclassification) shall be retired and cancelled promptly after the acquisition thereof and may not be reissued.
- Liquidation, Dissolution or Winding-Up. Upon any liquidation. dissolution or winding-up of the Corporation, the holders of the Series A Preferred Stock shall be entitled, prior to any distribution to holders of Junior Securities, and on a prorata basis with holders of Parity Securities, to a liquidation preference of \$1,000 per share of Series A Preferred Stock, subject to proportionate adjustment for any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event affecting the Series A Preferred Stock (the "Liquidation Preference"), plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, through the date of such liquidation, dissolution or winding-up. After such payment shall have been made in full to such holders of Series A Preferred Stock and Parity Securities, or funds necessary for such payment shall have been set aside by the Corporation in trust for the exclusive benefit of such holders so as to be available for such payment, any assets remaining available for distribution shall be distributed to the holders of outstanding shares of Common Stock of the Corporation, pro rata, based on the respective number of shares of such class or series of Common Stock held by each such holder (assuming exercise of all options or warrants then outstanding and exercisable for shares of any such series of Common Stock).

7. Redemption.

- (a) Mandatory Redemption. If the Corporation has funds legally available therefor (subject to Sections 7(d) and 7(e) below), each outstanding share of Series A Preferred Stock shall be redeemed by the Corporation on the first to occur of (i) the first date requested by the holders of a majority of the then outstanding shares of Series A Preferred Stock after November 9, 2013, (ii) the date of repayment in full or acceleration of all indebtedness outstanding under the Subordinated Loan Agreement (as defined in Part D below), including repayment, or acceleration of payment, of the notes issued thereunder, or (iii) the closing of a Disposition Event (as defined below), by payment in immediately available funds to the holders thereof (upon surrender by each such holder at the Corporation's principal office of the certificate(s) representing such shares of Series A Preferred Stock) of an amount equal to the Redemption Price (as defined in Section 7(c) below) applicable as of such date specified in Section 7(c) below.
- (b) Optional Redemption. If the Corporation has funds legally available therefor (subject to Sections 7(d) and 7(e) below), all (but not less than all) of

the outstanding shares of Series A Preferred Stock may, at any time or from time to time, be redeemed by the Corporation, by payment in immediately available funds to the holders thereof (upon surrender by each such holder at the Corporation's principal office of the certificate(s) representing such shares of Series A Preferred Stock) of an amount per such outstanding share of Series A Preferred Stock equal to the Redemption Price (as defined in Section 7(c) below) applicable as of such date specified in Section 7(c) below.

(c) Redemption Price. For each share of Series A Preferred Stock which is to be redeemed pursuant to Section 7(a) or Section 7(b) above, the Corporation shall be obligated on the applicable Redemption Date to pay the holder thereof (upon surrender by each such holder at the Corporation's principal office of the certificate(s) representing such shares of Series A Preferred Stock), in immediately available funds, the amount equal to the product (the "Redemption Price") of (i) the percentage applicable to such Redemption Date set forth below, multiplied by (ii) the Liquidation Preference plus all accrued and unpaid dividends thereon as of the Redemption Date set forth below:

Redemption Date	Applicable Percentage
On or before November 9, 2007	110%
On or before November 9, 2008	108%
On or before November 9, 2009	106%
On or before November 9, 2010	104%
On or before November 9, 2011	102%
On or before November 9, 2012	101%
After November 9, 2012	100%

Redemption Notes. If, on any Redemption Date (as defined in Part D below), the funds of the Corporation legally available for redemption of the Series A Preferred Stock are insufficient to pay in cash the required Redemption Price for the aggregate number of shares to be redeemed, but the Corporation is legally able to pay such required aggregate Redemption Price by delivery of promissory notes in the aggregate amount of such aggregate Redemption Price, then, at the election of the holders of a majority of the then outstanding shares of Series A Preferred Stock, the Corporation may redeem all then outstanding shares of Series A Preferred Stock (i) by issuing to the holders thereof Redemption Notes, as described in the following sentence, in an aggregate principal amount of Redemption Notes deliverable to each holder of shares of Series A Preferred Stock equal to the aggregate Redemption Price otherwise payable to such holder with respect to such holder's shares of Series A Preferred Stock, or (ii) if the redemption is in connection with a Disposition Event pursuant to which the equityholders of the Corporation have the option to receive as consideration freely transferable, marketable securities (and the holders of a majority of the then outstanding shares of Series A Preferred Stock so approve), by delivery to each holder of shares of Series A Preferred Stock freely transferable, marketable securities with a fair market value (as determined reasonably and in good faith by the Board of Directors) equal to the aggregate Redemption Price otherwise payable to such holder with respect to such holder's shares of Series A Preferred Stock. "Redemption Notes" shall mean unsecured promissory notes of the Corporation, each of which shall (i) bear interest at a rate per annum equal to

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the greater of (A) the Prime Rate (as determined by the Wall Street Journal on the applicable Redemption Date) plus 10%, and (B) 18% per annum, (ii) subject to the Subordination Agreement, provide for amortization over the principal amount thereof over a three (3) year period with quarterly payments or principal and accrued interest to be made to the holders of such Redemption Notes in cash, (iii) be subordinated to the Corporation's and its subsidiaries' senior and mezzanine indebtedness pursuant to the terms of the Subordination Agreement (as defined in Part D below), and (iv) subject to the Subordination Agreement, provide for the payment in full of the principal evidenced thereby and any accrued and unpaid interest thereon on the date that is the earlier of the third anniversary of the issuance of such Redemption Notes and the date that is the closing of a Disposition Event,

- (e) <u>Pro Rata Redemption</u>. If, on any Redemption Date, the funds of the Corporation legally available for redemption of the Series A Preferred Stock are insufficient to pay in cash the required aggregate Redemption Price for the number of shares to be redeemed, and the holders of a majority of the then outstanding shares of Series A Preferred Stock have not elected to receive Redemption Notes or freely transferable, marketable securities pursuant to paragraph (d) above, then those funds which are legally or contractually available for redemption of shares of Series A Preferred Stock shall be used to redeem the maximum possible number of such shares, pro rata based upon the number of shares to be redeemed. At any time thereafter when additional funds of the Corporation become legally available for the redemption of the Series A Preferred Stock, such funds shall immediately be used to redeem the balance of the shares of the Series A Preferred Stock which the Corporation has become obligated to redeem pursuant to this section, but which it has not redeemed.
- (f) Status of Redeemed Shares. At the time of redemption, the rights of the holders of the Series A Preferred Stock redeemed shall cease, except for the right to receive the aggregate Redemption Price specified in Section 7(c) above, without interest (subject to Section 7(d) above), upon such redemption.
- (g) Notice of Redemption. Except as otherwise provided herein, the Corporation shall (i) mail written notice of each redemption of any Series A Preferred Stock, by first class mail, postage prepaid, to each record holder thereof not more than sixty (60) nor less than ten (10) days prior to the date on which such redemption is to be made and (ii) pay the amount specified in this Section 7 to the applicable holder of Series A Preferred Stock, against delivery by such holder to the Corporation of those certificates representing Series A Preferred Stock held by such holder which have then been so redeemed.
- (h) Payments on Junior Securities. If and so long as there are any shares of Series A Preferred Stock outstanding which the Corporation has become obligated to redeem pursuant to this Section 7, until the Corporation has redeemed all of such shares of Series A Preferred Stock, the Corporation shall not redeem, repurchase or otherwise acquire for value, or declare or pay any dividend or other distribution on or with respect to, any Junior Securities.

- C. <u>Common Stock</u>. The powers, preferences and rights of the shares of Preferred Stock, and the qualifications, limitations or restrictions thereof, are as follows:
- 1. Rank. The Common Stock shall, with respect to dividends and distributions upon the liquidation, winding-up and dissolution of the Corporation, rank junior to the Series A Preferred Stock, the Senior Securities, the Parity Securities and the Mezzanine Securities.
- 2. <u>Ratable Treatment: Dividends</u>. Except as specifically otherwise provided herein, all shares of Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges. Subject to the rights of the holders of Series A Preferred Stock and subject to any contract to which the Company is a party that limits the Company's rights to declare and/or pay dividends (including, without limitation, the Subordinated Loan Agreement and the Securities Purchase Agreement), the holders of Common Stock shall be entitled to dividends out of funds legally available therefor, when declared by the Board in respect of Common Stock.
- 3. <u>Voting Rights</u>. Except as otherwise provided by law, the holders of Common Stock shall have full voting rights and powers to vote on all matters submitted to stockholders of the Corporation for vote, consent or approval, and each holder of Common Stock shall be entitled to one vote for each share of Common Stock held of record by such holder.

D. Definitions.

- (a) The term "Affiliate" shall mean, with respect to any specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person.
- (b) The term "Disposition Event" shall mean the occurrence of any of the following:
 - (i) (A) the Jennings Family Members cease to hold seventy-five percent (75%), on a Fully Diluted Basis, of the aggregate issued and outstanding and Voting Securities of the Corporation, or otherwise ceases to have the ability to elect the majority of the Board, (B) the Corporation ceases to hold 100% on a Fully Diluted Basis of the aggregate issued and outstanding Voting Securities of any of the Corporation's subsidiaries, or (C) John J. Jennings ceases to be active in the day to day operations of the Corporation or any of its subsidiaries, and a replacement officer reasonably acceptable to Ares Capital Corporation, as Agent under the Subordinated Loan Agreement, is not installed within six (6) months;
 - (ii) a merger, consolidation, reorganization, recapitalization or share exchange (whether or not the Corporation is the surviving and continuing corporation) in which the stockholders of the Corporation immediately prior to such transaction own, as a result of and receive

in exchange for securities of the Corporation owned by them (whether alone or together with cash, property or other securities), or the issuance by the Corporation of securities to stockholders of another Person or Persons in such transactions, cash, property or securities of the resulting or surviving entity;

- (iii) a sale, transfer or other disposition of all or substantially all of the assets of the Corporation and its subsidiaries, on a consolidated basis; and
- (iv) any sale of Common Stock or other equity interests to the public pursuant to a public offering registered under the Securities Act or to the public through a broker or market-maker pursuant to the provisions of Rule 144 (or any successor rule) adopted under the Securities Act or any other public offering not required to be registered under the Securities Act.
- (c) The term "<u>Fully Diluted Basis</u>" shall mean the determination of the percentage ownership of a particular type of securities based on the number of all outstanding securities of such type as if all securities eligible for conversion into or that are exercisable or exchangeable for such type of securities had been converted or exercised (but excluding any securities that may be issued upon the exercise of options if such options have not fully vested).
- (d) The term "Jennings Family Members" shall mean John J. Jennings, his spouse and his lineal descendants.
- (e) The term "<u>Person</u>" shall mean an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency of political subdivision thereof.
- (f) The term "Redemption Date" shall mean any date on which the Corporation is obligated to redeem shares of Series A Preferred Stock pursuant to Section 7(a) or Section 7(b) above.
- (g) The term "Securities Act" shall mean the Securities Act of 1933, as amended.
- (h) The term "<u>Securities Purchase Agreement</u>" shall mean the Securities Purchase Agreement, dated on or about November 9, 2006, among the Corporation and the Investors named therein.
- (i) The term "Subordinated Loan Agreement" shall mean the Senior Secured Subordinated Loan Agreement, dated on or about November 9, 2006, among the Corporation, its subsidiaries, Ares Capital Corporation, as Agent, and the lenders party thereto.
- (j) The term "Subordination Agreement" shall mean the Subordination Agreement, dated on or about November 9, 2006, among the Corporation,

its subsidiaries, Comerica Bank, as Agent, Ares Capital Corporation, as Agent, and the Investors party to the Securities Purchase Agreement.

(k) The term "<u>Voting Securities</u>" shall means securities that are generally entitled to vote in the election of directors.

- 2. Except as modified hereby, the Articles of Incorporation of the Corporation shall be and remain in full force and effect.
- 3. The number of votes cast for the amendment by the shareholders was sufficient for approval, and the Corporation's shareholders are not divided into different voting groups.

IN WITNESS WHEREOF, these Articles of Amendment have been executed on this 7th day of November, 2006.

WASTE PRO USA, INC.

Name: John Jennings

Title: President and Chief Executive

Officer

State of Florida Department of State

I certify from the records of this office that WASTE PRO USA, INC. is a corporation organized under the laws of the State of Florida, filed on October 31, 1986.

The document number of this corporation is J40686.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on January 14, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Third day of February, 2009

Secretary of State



Authentication ID: 400144225684-022309-J40686

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

8.4 Technical Proposal

8.4.1 Statement of Ownership and History of Bidders Experience

Each of the senior management team of Waste Pro individually has 20 years or more experience in the solid waste and recycling industry in the southeastern United States. Waste Pro itself was started in Georgia in 2000 and quickly spread to Florida, then South Carolina and most recently into Alabama.

Today we are proud to offer services from thirty-four (34) locations in Alabama, Florida, Georgia and South Carolina. Waste Pro holds eighty-seven (87) exclusive City and County franchises, thirty-four (34) non-exclusive City and County franchises and five (5) major military and federal government contracts. Waste Pro is currently contracted to provide solid waste and recycling services to over 800,000 residences and over 32,000 businesses.

The trucks that are used by Waste Pro are constructed to be safe, productive and provide a comfortable work base for our employees. The trucks are kept clean and have a striking environmentally themed color scheme with customized signage to represent local themes in each district area. The trucks are equipped with closed circuit television and audio for safety purposes. The hydraulic lines are reinforced with an exterior armor to prevent leakage and hydraulic spills. Waste Pro is a well-funded private company with the resources and commitment to provide Cities, Counties and private commercial businesses the finest service available.

Waste Pro is proud of its reputation for delivering the finest service available in our industry. The following brief listing of some of our many references is provided to assist you in checking our references.

Columbia County		e ((d F I F	Dale Williams County Manager Columbia County P.O. Box 1529 Lake City, FL 32056 Ph. 386/758-1005 Fax 386/758-2182 Countyfla.com
Commercial Container Count	210		
Residential Dwelling Count	21,608	Annual E	• , ,
Dates of Service	2006 – Present	Populatio	on 61,466
City of Jacksonville	Residential Garbage	C	Chris Pearson
	Residential Yard Trash	Solid Wa	ste Director
	Residential Recycling	C	City of Jacksonville
•		1	17 West Duval St.
		J:	acksonville, FL
		3	2744
		P	h. 904/387-8986
		F	ax 904/630-2391
Residential Dwelling Count	68,000	Annual Bill	\$10,325,000
Dates of Service	2007 - Present	Population	834,789
Lee County	Residential Garbage	В	ill Newman
•	Residential Yard Waste	S	olid Waste Dept.

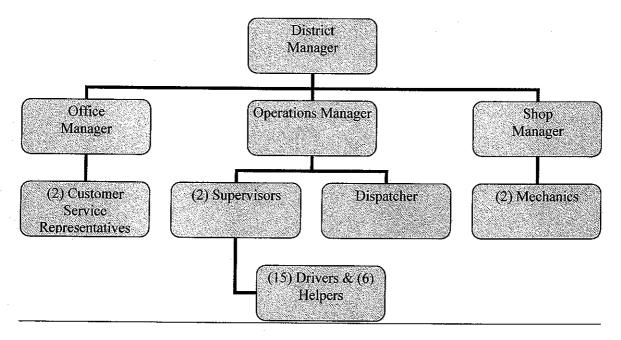
	Residential Recycling Commercial Front Load Commercial Roll Off	Fort N Ph. 23	ounty Buckingham Iyers, FL 33905 9/338-3302 39/461-5871		
		lj@leegov.com			
Commercial Container Count	3,500				
Residential Dwelling Count	58,000	Annual Bill	\$24,400,000		
Dates of Service	2005 – Present	Population	521,253		
Manatee County	Residential Garbage	Gus D	iFonzo		
·	Residential Yard Waste	Solid '	Waste Manager		
	Residential Recycling		ee County		
	Commercial Front Load		66 th St. West		
	Commercial Roll Off		nton, FL 34210		
			1/795-3473		
			1/795-3490		
	Email ous dife	onzo@mymanate			
Commercial Container Count	2,100	oneo(w)my munute	0.018		
Residential Dwelling Count	60,000	Annual Bill	\$11,000,000		
Dates of Service	2008 – Present	Population	304,364		
City of Port St. Lucie Reside			Ann Berillo		
ord of the Europe Rooms	Residential Yard Waste		Works Dir.		
	Residential Recycling		t. Lucie		
	Commercial Front Load		W Thornhill Dr.		
•	Commercial Roll Off				
	Commercial Roll Off	33905	t. Lucie, FL		
			2/344-4042		
			2/344-4042 2/871-5248		
·	Email delian	rax // <u>@cityof</u> psl.com	2/0/1-3240		
Commercial Container Count	1,042	itaettyotpsi.com			
commercial container count	1,042				
Residential Dwelling Count	61,270	Annual Bill	\$20,056,000		
Dates of Service	2006 – Present	Population Population	129,135		
Putnam County			· · · · · · · · · · · · · · · · · · · ·		
1 uthan County	Residential Garbage		Vataline		
	Residential Yard Waste		ion Director		
	Residential Recycling		1 County		
			ox 2499		
			, FL 32178		
			6/329-0395		
	T3 *11 *2		6/329-0486		
	Email <u>sanitat</u>	ion@putnam.fl.c	<u>om</u>		
Residential Dwelling Count	20.400	A 1 TO!!!	Ф2. 4 20 . 200		
Dates of Service	29,400	Annual Bill	\$3,428,000		
	2004 to Present	Population	71,300		
St. Lucie County	Residential Garbage	Leo Co			
	Residential Recycling		Vaste Manager		
•	Residential Yard Waste		ie County		
			irginia Avenue		
			erce, Fl 34982		
•		Ph. 772	2/462-1631		

Community College and Lee College (now Lee University). She is currently enrolled with Villanova University and is working on obtaining her SPHR (Senior Professional In Human Resources). She has remained continually active in her local church where she serves on the Church Board. Judi currently over-sees the payroll, benefits, human resources, and is the EEO Compliance Officer.

Kevin Rambo - Corporate Safety Manager

Kevin Rambo has over twenty (20) years of experience in safety management. He has experience as a senior loss consultant for CAN insurance where he evaluated risks and customized safety management plans for many different types of service organizations. He oversees Waste Pro's driver safety training programs. Mr. Rambo is an active member of the American Society of Safety Engineers and is a Certified Defensive Driving Instructor, NTSI. He has B.S. in Safety Management from Indiana State University and has an Advanced Ergonomics Certificate from Georgia Tech University.

Proposed Local Buncombe County Residential Contract Staffing Plan



8.4.4 Waste Pro's Number of Employees

Waste Pro currently employs 1,403 employees in the southeastern United States. Waste Pro intends to hire locally for this contract and would give preference to any existing employees of the current contractor. Waste Pro plans to add the above listed number of employees to staff the Buncombe County facility.

8.4.5 & 8.4.6 Balance Sheet and Profit & Loss Statement

See the following three (3) pages:

Corporate Personnel Assigned to Buncombe County Project

John Jennings - President & CEO

From 1992 to 1996 John was CEO of Jennings Environmental Services, the largest private waste disposal company in Central Florida. In 1996, the company merged with USA Waste Services, Inc. now Waste Management, Inc. and John Jennings was named Regional Vice President for the combined operations in Florida and the Caribbean. During that period Mr. Jennings and his management team (key members are currently with Waste Pro) had direct management responsibility for over 160 municipal contracts that served 1.8 million residences and over 20,000 businesses. He has Thirty (30) years experience in the solid waste and recycling business. Mr. Jennings is a leader in the industry and has been actively involved as a company owner or in an executive management position in Florida. The reference letters submitted by Waste Pro indicate a superior level of service that has consistently provided by Mr. Jennings companies. Education level – Master of Business Administration.

Bob Hyres - Executive Vice President

Bob Hyres has over twenty (20) years experience in the solid waste and recycling industry. Mr. Hyres is a recognized expert in the industry. He has worked in all phases including general management of large multiple operations, municipal marketing and government affairs. He has developed and held responsibility for over 160 municipal contracts for both collection and landfill disposal services. These contracts provided service to 1.8 million households and over 20,000 businesses and represented more than \$600,000,000 in annual revenues. He is actively involved in leadership roles in local, statewide and national environmental organizations. He currently serves on the national Government Affairs Committee for the NSWMA. He was recognized for his leadership role and was awarded the 2002 NSWMA National Distinguished Service Award in Las Vegas. Education Level – Masters of Science in Management.

Tim Dolan – Regional Vice President Responsibilities: Transition Implementation

Tim Dolan has over 25 years experience in the solid waste and recycling industry. He has held positions in sales, operations, safety and municipal marketing. He has worked in Kentucky, Georgia, South Carolina, Florida and spent 10 years in North Carolina. Tim has been part of numerous municipal transitions in the last ten years. This includes experience operating contracts in the Appalachian regions of Georgia and Kentucky. Additionally he has vast experience running subscription residential contract in these and other rural areas. Education Level – H.S. Degree, East Mecklenburg, Charlotte, N.C. Bachelor of Arts, North Carolina State University.

Platt Loftis – Division Manager Responsibilities Transition Implementation With Waste Pro, Platt spent 1 ½ years as a route supervisor and 2 years as an Operations Manager and then advanced to his current position as Division Manager. Platt attended junior and senior year of high school in Asheville, attended ASU for three years and graduated from UNC-Chapel Hill in 1990. After working in Charlotte for 6 years, he moved to Asheville in 1996, working as a salesman for Henley Paper Company. His primary territory was WNC – Silver Line Plastics, Sample Group, Blue Ridge Paper Products, White Knight Healthcare, Kyrus Corp, Arcadia Dairy Farms and Wilsonart were some of his customers. Both of his children were born in Asheville. He & family were members of Groce United Methodist Church. His wife practiced law in Asheville for 9 years.

Don Phillips – C.F.O.

Don Phillips has over thirty (30) years of financial and operations experience in a variety of industries. He has over twenty (20) years of corporate experience with two (2) Fortune 500 Companies and as leading packaging company in positions ranging from Division Controller to Vice President and Group Executive. He successfully owned a temporary and permanent staffing company specializing in accounting for ten (10) years until its sale in 1999. For the two (2) years, prior to joining Waste Pro, Don worked for Vestal & Wiler CPA's as Director of Business Development. He has a Bachelors and Masters Degree in Business Management and is a graduate of the General Electric Companies Finance Program. Mr. Phillips spearheads the entire finance function for the Waste Progroup of companies and has implemented several state-of-the-art systems that allow us to report results in a more timely fashion than the larger public companies.

Cort Sabina - Corporate Controller

Cort Sabina has 20 years of accounting and auditing experience. Cort's experience began with one of the nations largest Taft-Hartley Health and Welfare and Pension Funds, Central States Southeast and Southwest areas Health and Welfare and Pension Funds ("Central States") located in Chicago, IL. During his 10 years with Central States Cort held many positions from Staff Auditor to Audit Manager. Cort left Central States to pursue a career in public accounting and joined Ernst & Young a big four firm in Chicago, IL. In 1999 Cort began his career in the Waste Industry with Allied Waste as a Division Controller in N.W. Indiana (Chicago Market). During July 2000 Cort moved his family to Florida to join a recently formed private waste company, Florida Recycling Services ("FRS"). During May 2004 FRS was acquired by Waste Services and Cort continued with the company as a District/Regional Controller covering Central Florida. Cort joined the management team of Waste Pro USA as Corporate Controller in July 2006.

Judi Craigo - Vice President of Employee Relations

Judi began her career in the Solid Waste Industry in 1989 in the accounts payable department. She joined Jennings Environmental Services by way of acquisition in 1996 and was promoted to Office Manager. She continued in this capacity through the Waste Management buy out and joined Waste Pro USA in July 2000. Judi attended Valencia

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2008 and 2007

ASSETS

CURRENT A COPTO				2007
CURRENT ASSETS:	_		_	
Cash	\$	2,432,872	\$	741,854
Accounts receivable - net of allowance for doubtful accounts of \$507,295 and \$1,878,364		20 805 522		21 025 440
Other current assets		20,895,532		21,925,440
Income taxes receivable		3,685,880		3,349,500
		2,044,515		302,285
Deferred income taxes		4,840,000		994,000
TOTAL CURRENT ASSETS		33,898,799		27,313,079
PROPERTY AND EQUIPMENT:				
Vehicles	1	102,808,628		81.863.734
Containers		44,503,952		36,253,066
Equipment		4,912,562		3,659,399
Land and buildings		31,883,608		24,666,686
Leasehold improvements		982,966		755,101
Furniture and fixtures		3,337,090		2,652,885
Construction in process		2,162,944		213,647
	1	90.591.750		150,064,518
Less accumulated depreciation and amortization		43,606,278		28,076,187
PROPERTY AND EQUIPMENT - Net	1	46,985,472		121,988,331
OTHER ASSETS:				
Restricted cash		949,413		700,000
Goodwill		17,879,222		6,703,351
Loan costs - net of accumulated amortization of		,		
\$2,431,073 and \$1,247,023		1,181,406		2,381,406
Other assets		808,691		987,814
•		20,818,732		10,772,571
		01,703,003	\$	160,073,981

LIABILITIES AND STOCKHOLDERS' EQUITY

	2008 2007 \$ 8,744,885 \$ 5,192,831 15,184,125 6,063,641 8,376,017 8,292,911 7,281,358 5,527,426 39,586,385 25,076,809 71,000,356 48,379,081 5,820,577 14,146,605 24,949,883 24,939,859 8,033,668 5,036,218 14,970,224 14,964,063 18,319,000 11,176,000 143,093,708 118,641,826 37,380 37,380 22,443,365 22,477,420 (1,283,938) (5,809,454) 19,372,910 16,705,346	
CURRENT LIABILITIES:		
Current maturities of long-term debt	\$ 8,744,885	\$ 5,192,831
Accounts payable	15,184,125	6,063,641
Accrued liabilities	8,376,017	8,292,911
Deferred revenue	7,281,358	5,527,426
TOTAL CURRENT LIABILITIES	39,586,385	25,076,809
OTHER LIABILITIES:		
Line of credit	71,000,356	48,379,081
Long-term debt	5,820,577	14,146,605
Senior secured subordinated note - net	24,949,883	24,939,859
Accrued capping, closure, and		
post-closure costs	8,033,668	5,036,218
Redeemable preferred stock - net	14,970,224	14,964,063
Deferred income taxes	18,319,000	11,176,000
TOTAL OTHER LIABILITIES	143,093,708	118,641,826
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Common stock; no par value; 100,000,000		
shares authorized	37,380	37,380
Additional paid-in capital	22,443,365	22,477,420
Accumulated other comprehensive loss	(1,283,938)	-
Accumulated deficit	(1,823,897)	(5,809,454)
	19,372,910	16,705,346
Less: treasury stock, 35,833 shares at cost	(350,000)	(350,000)
TOTAL STOCKHOLDERS' EQUITY	19,022,910	16,355,346
~	\$ 201,703,003	\$ 160,073,981

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

For the Years Ended December 31, 2008 and 2007

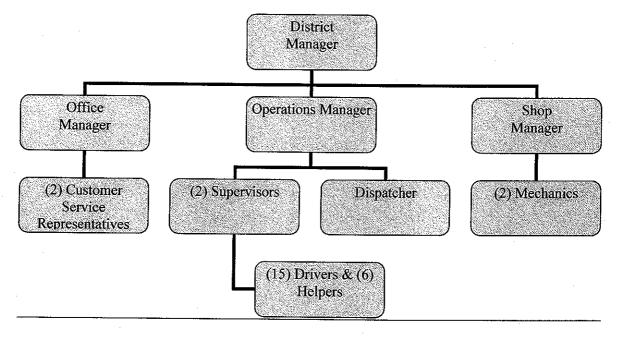
	2008	2007		
REVENUES	\$ 196,487,161	\$ 161,856,560		
COSTS AND EXPENSES:				
Operating	141,151,699	116,057,025		
General and administrative	20,286,540	17,838,021		
Depreciation and amortization	15,918,871	11,879,189		
TOTAL COSTS AND EXPENSES	177,357,110	145,774,235		
INCOME FROM OPERATIONS	19,130,051	16,082,325		
OTHER INCOME (EXPENSE):				
Other income (expense) - net	(564,480)	23,709		
Interest income	64,217	37,027		
Interest on redeemable preferred stock	(1,500,000)	(1,505,383)		
Interest expense	(7,043,656)	(6,821,480)		
Loss on disposal of property and equipment	(204,860)	(153,457)		
OTHER EXPENSE - Net	(9,248,779)	(8,419,584)		
INCOME BEFORE PROVISION	•			
FOR INCOME TAXES	9,881,272	7,662,741		
PROVISION FOR INCOME TAXES	3,921,770	3,505,795		
NET INCOME	5,959,502	4,156,946		
OTHER COMPREHENSIVE LOSS -				
Unrealized loss on fuel swap agreement	(2,121,938)	-		
Less: deferred income tax effect	838,000	-		
TOTAL OTHER COMPREHENSIVE LOSS	(1,283,938)			
TOTAL INCOME	\$ 4,675,564	\$ 4,156,946		

Community College and Lee College (now Lee University). She is currently enrolled with Villanova University and is working on obtaining her SPHR (Senior Professional In Human Resources). She has remained continually active in her local church where she serves on the Church Board. Judi currently over-sees the payroll, benefits, human resources, and is the EEO Compliance Officer.

Kevin Rambo - Corporate Safety Manager

Kevin Rambo has over twenty (20) years of experience in safety management. He has experience as a senior loss consultant for CAN insurance where he evaluated risks and customized safety management plans for many different types of service organizations. He oversees Waste Pro's driver safety training programs. Mr. Rambo is an active member of the American Society of Safety Engineers and is a Certified Defensive Driving Instructor, NTSI. He has B.S. in Safety Management from Indiana State University and has an Advanced Ergonomics Certificate from Georgia Tech University.

Proposed Local Buncombe County Residential Contract Staffing Plan



8.4.4 Waste Pro's Number of Employees

Waste Pro currently employs 1,403 employees in the southeastern United States. Waste Pro intends to hire locally for this contract and would give preference to any existing employees of the current contractor. Waste Pro plans to add the above listed number of employees to staff the Buncombe County facility.

8.4.5 & 8.4.6 Balance Sheet and Profit & Loss Statement

See the following three (3) pages:

8.4.7 Management Plan

- (a.) How recyclable materials will be collected and how rejects will be minimized To eliminate loose materials blowing out on the roadway, Waste Pro will utilize fully enclosed packer trucks to collect and transport recyclable materials from the Blue Bag program. Waste Pro will take the recyclable materials to Curbside Management. Waste Pro will minimize rejects by (1) physical observation by our driver to identify non-recyclable materials (2) leaving printed notification to residents who are putting out or mixing non-recyclables with Contract recyclable materials and (3) by a public relations program of mail inserts, advertising and personal appearances at home owners associations, schools and other public venues.
- (b.) Any potential improvements At no additional charge, Waste Pro will provide recycling containers and services at up to six (6) special events each year and Waste Pro will provide electronic waste (Ewaste) recycling on an on-call basis for all subscribing residences.
- (c.) How Waste Pro will provide sufficient personnel and equipment to provide satisfactory performance Waste Pro has a strong financial position and track record. References are available from all of our banking syndicate as well as our major equipment suppliers. Waste Pro's senior staff members have many years expertise in hiring and retaining a top quality work force. Waste Pro provides excellent benefits including health, dental and vision insurance through Blue Cross Blue Shield. Waste Pro provides a 401K investment plan that is matched by a 25% company contribution. Waste Pro provides life insurance for all full-time employees. Waste Pro incentivizes its employees with bonus programs including weekly safety/customers service bonuses, annual cumulative bonuses and a 3 year \$10,000 bonus avail able to CDL drivers.
- (d.) Describe how Waste Pro will ensure quality subscriber services The first step is operations. If you perform the service correctly then there are no complaints. All employees are put through a comprehensive training and orientation letting them know company policies and procedures. Employees are taught the Waste Pro way and what is expected of them professionally and with regard to customer service. New employees are then placed on a route and trained for two weeks before they are allowed to operate unsupervised. Employees are educated on the specific needs of Buncombe County and what the rules and regulations are. Routes are set up so that the garbage and recycling routes follow the same path. This way whichever truck is running behind the other can call in late set outs and get them picked up. A weekly bonus program rewards employees for exemplary customer service. the Route Managers responsibility is to ride behind all routes in order to pick up misses or late set outs. We check and double check our work to eliminate complaints before they happen.

Waste Pro takes its commitment to customer service seriously. All CSR's are put through a comprehensive training and orientation letting them know company policies and procedures. CSR's are taught the Waste Pro way and what is expected of them professionally and with regard to customer service. New CSR's are required to go through a two week training program before they are allowed to answer calls unsupervised. We answer all calls locally. We do not believe in automated attendants. Real people answer the phone. CSR's will be trained as to the specific service requirements of Buncombe County. The Customer Service Manager is responsible for seeing that all issues are closed out or scheduled by the end of the day in the event one of our customers does have an issue, we go through a 5 step process:

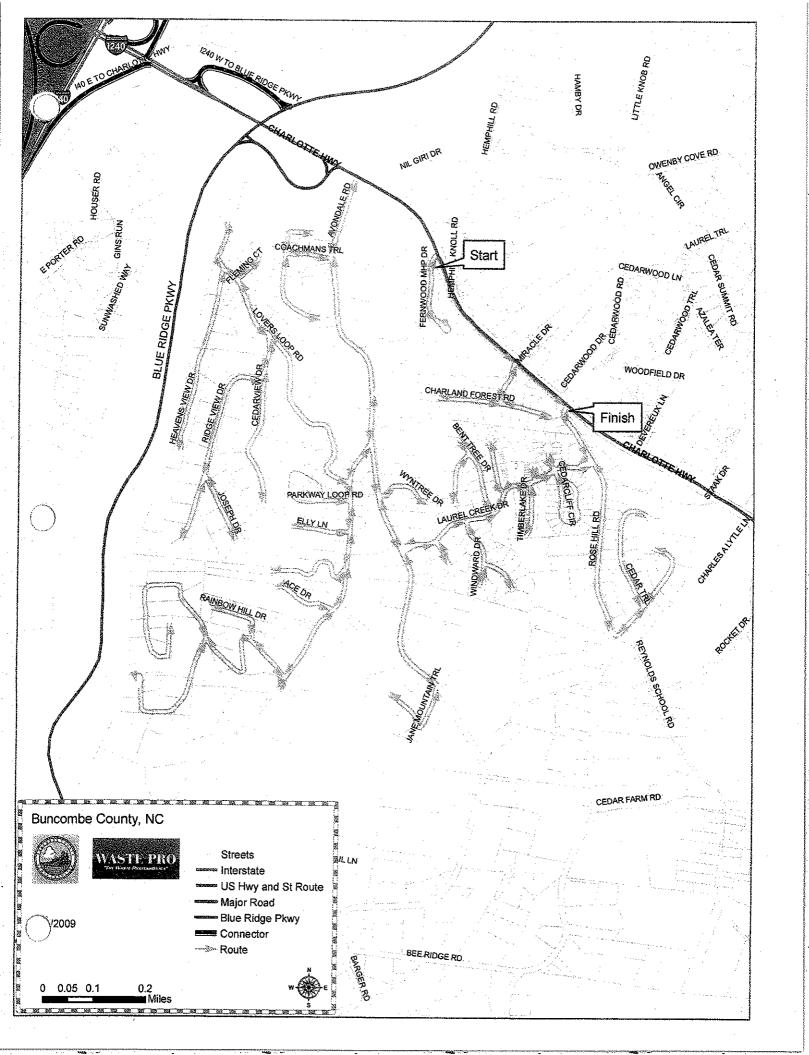
- 1. A customer issue is received through the **TracEZ** system or called in and entered into **TracEZ**.
- 2. The issue is then assigned for resolution to the appropriate party (i.e. billing, operations etc.) by the designated customer service representative for Buncombe County.
- 3. Resolution is reported back to the designated customer service representative and the work order is closed out in **TracEZ**.
- 4. The customer is contacted to make sure that there has been adequate resolution to their issue.
- 5. The Customer Service Manager reviews all issues daily to make sure that all items are resolved by the end of the business day.

No customer issue will go unanswered at the end of the day. TracEZ is a state-of-the-art live internet based program offered at no additional cost to the City and the residents for their exclusive use in tracking and monitoring Waste Pro's performance. In real time (instantly), a customer can lodge a complaint, request or compliment directly to the City via internet, or of course by phone, which Waste Pro will receive along with the City. This gives us the opportunity to address an issue before it becomes a problem, allowing the City to consistently track and monitor our performance.

With the offering and installation of this program, we accomplish the following: We welcome open dialogue in regards to our performance and urge all 800,000 of our residents in the 87 cities and counties we service to openly participate. Our goal is to have complete transparency provided to the residents to address their issues directly with our organization, with the City's ability to consistently monitor our performance. In summary, this program virtually eliminates any worry or concern relating to performance of the trash contractor. Please see the enclosed demonstration CD for TracEZ. Waste Pro would welcome the opportunity to do a live demonstration to Buncombe County of this state-of-the-art customer service tool. We are second to none when it comes to customer service and field performance, establishing Waste Pro as the distinguishable difference!

Waste Pro uses **RouteSmart** which is a premium GIS mapping software for the creation of the most efficient routes. Routing begins with address information, preferably from the property appraiser. This will create the most efficient grouping of homes on a given route or consolidate routes. Once this is established, the program will perform the following:

- Route Smart estimates the time each truck will be on the road and works to minimize the time.
- Maximizing truck capacity will minimize the amount of trucks in a given neighborhood.
- Efficient routes help the "green effort" using less fuel and emissions generated. Customer service also benefits with more accurate higher quality customer information, reducing response time and providing greater communication. Additionally, routing & rerouting efforts are far more accurate. Reports, statistics and professional quality maps are by-products of the process. Working in conjunction with TracEZ, we have found that we can provide the most efficient and accurate routes in the industry along with outstanding customer service.



Buncombe County RFP #SWF-2010

Waste Pro - Transition Plan Detailed View

		2009			2010		
***	* Submit RFP Response September 1 2009 ****	Aug		Oct	Nov		
	1 Examination of RFP Proposals						
	2 Sumbit Proposal - Contract Award						
	Initiate Weekly Transition Team Meetings		doctorias as	31 (27 (44)	4000000	Na Siy	75770567
-	Progress Meetings With County Staff		1			No.	
	Order Equipment (Trucks, Containers Etc.)				Š. 58.VI		100000000000000000000000000000000000000
	Begin Local Facility Needs Assessment			OFFICE STATES	0.000		
_	Hire/Promote District Manager				\$ 500000		
	Begin Routing		and the second s		10011100000000		
	Complete Routing					, (1) (1)	
10	Coordinate Design of Mailers and Advertising					W	
1	Submit Routes and Maps to County Staff						
12	Check on Equipment Delivery Status						
13	Continue Facility Transition Plans					(78°)	
14	Order Additional Phone Lines		-				
15	Order Furniture						
16	Order Computer Equipment				67.0		
17	Hire Supervisors					N.	
18	Hire Shop and Office Manager					86. 11 86.1	
19	Install Phone Equipment					A.V.	
20	Install Computer Equipment					3.4	
21	Install Furniture and Fixtures					(§	
22	Hire and Train Office Staff & Driver/Helpers						
_23	Receive Trucks & Maintenance Equipment					y)	
24	Testing of Equipment - run shadow routes					193	
	Have all Equipment Ready to Operate						
	Submit Storm Debris Plan to City						
•	Upgrade Equipment Maintenance Facility				Mostario		
	Rollout test of Phone and Communications						
29	Rollout test of Computer Equipment					3860	
30	Complete Training of Staff					1250	==
31	Have the Facility Ready to Operate						
32	Delivery of Carts as Required				2		
33	Assembly, Coding, and Delivery Preparation						
	Open Customer Service Office				9		
35	Grand Opening of Upgrded Facilty				3		
36	Full Staffing of District				50 H 50		\equiv
37	Start of the Contract						

8.4.8 List of vehicles and equipment

Waste Pro intends to use the following equipment for the Buncombe County Contract:

- 7-2009 25 to 32 yard rear loaders for garbage service
- 5 2009 4 to 11 yard rear loaders for garbage service
- 4-2009-10 to 16 yard rear loaders for recycling service
- 2 2009 pick up trucks for supervisors
- 1-2009 shop truck equipped for road calls

By using all new equipment Waste Pro will be fully in compliance with the latest diesel fuel emission standards that went into effect in 2008. This will considerably reduce the amount of diesel and carbon emissions generated in Buncombe County neighborhoods.

WASTE PRO

Sample Reference Letters

Company

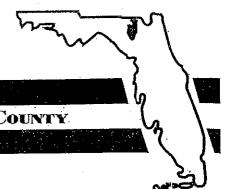
Municipal Services Director

Transition Experience

2101 W. State Road 434 Suite 301 Longwood, FL 32779

Telephone: 407-774-0800 Facsimile: 407-786-0800

Company



BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

July 10, 2009

To Whom It May Concern:

I have had the distinct pleasure of working with Waste Pro of Florida Lake City Division since its inception in October of 2006. Waste Pro has provided an exemplary service for both the businesses and the residents of Columbia County. They have been professional, reliable and consistent with the excellent service they have provided. We are responsible for fielding customer complaints about Waste Pro and the minimal calls we have received have been resolved by them in a timely and extremely professional manner. The staff are very easy to work with and exceedingly pleasant and have maintained a cohesive working relationship with our office.

It is my opinion that <u>Waste Pro would be an asset to any city, county or township</u> that would be fortunate enough to retain their services. If you have any questions, it would be my pleasure to address them at any time.

Sincerely,

Dale Williams County Manager

DW/cnb

BOARD MEETS FIRST THURSDAY AT 7:00 P.M. AND THIRD THURSDAY AT 7:00 P.M.



City of Alachua

The Good Life Community

Celebrating a Century

1905-2005

Clovis Watson, Jr., MBA City Manager

Bonnie Burgess *Mayor*

Gib Coerper Vice-Mayor

Jean Calderwood Commissioner

Gary Hardacre Commissioner

Orien Hills Commissioner July 10, 2009

Subject:

Recommendation of WastePro USA, Inc.

<u>Please accept without hesitation my recommendation for WastePro USA, Inc. My</u> professional experience with the company extends for five years in which WastePro USA has served as the City's exclusive residential refuse collection service contractor. In addition, WastePro USA provides commercial refuse collection and construction debris removal services in our community by franchise agreement.

In addition to regular refuse collection services, WastePro USA provides outstanding service to the City of Alachua during natural disaster events. This was particularly evident in 2004 when the City was impacted by four tropical storms during a two month period. WastePro USA also partners with the City annually for special community events such as the Great American Cleanup, our 4th of July Celebration, Halloween on Main Street, and our Christmas parade and tree lighting ceremony.

During the past five years, I have established a professional working relationship with both Fred Wood and Frank Kramer. I find both are men of high character and integrity. They have developed an excellent, customer oriented business in our community by taking pride in their work and employing a positive, community first attitude in their business approach. Both genuinely believe in outstanding customer service and both have a high level of respect for their relationships with all of the businesses and individuals they have been involved with. This has helped them maintain a great rapport within the community.

I am honored to recommend WastePro USA, Inc. for any of refuse service needs. I'm confident you will find them to be honest and pleasant to work with.

Sincerely,

Mike New, PE

Public Services Director

c:\adminstrative\WasteProLtrofRecommenation071009.doc

15100 NW 142nd Terrace Alachua, Florida 32615



April 4, 2008

TO WHOM IT MAY CONCERN:

The City of Jacksonville awarded Waste Pro of Florida a franchised service area to provide weekly collection of Residential Solid Waste, Yard Waste and Recycling. This area comprises in excess of 65,000 residential premises.

Service commenced on October 1st 2007, a week in which heavy rainfall occurred daily, to the extent that many roads were impassable. Despite these difficult conditions, Waste Pro in their first week on the job was prepared with trained personnel and sufficient equipment to insure routes were completed.

Their General Manager, Howard Burnett and his entire staff delivered a smooth transition, providing timely and consistent service to our residents. Waste Pro staff communicates daily with City Contract personnel to resolve any resident issues in a very efficient manner. This responsiveness has resulted in consecutive months without any unresolved issues.

Waste Pro came to the City of Jacksonville highly recommended and it has been my experience that these reports were not overstated.

For these reasons, I would recommend any City seeking similar services to consider the experience, qualifications and valuable services afforded by Waste Pro of Florida.

Sincerely,

Chris Pearson Division Chief

Solid Waste Division

City of Jacksonville, FL

BOARD OF COUNTY COMMISSIONERS



SOLID WASTE DEPARTMENT

February 10, 2006

To Whom It May Concern:

Waste Pro has been providing residential solid waste and recycling services under contract for St. Lucie County since October of 2004. I have known the senior management team of Waste Pro for over 15 years. I have always found them to be responsive and committed to providing quality service.

Waste Pro maintains clean trucks and has a professional looking shop and customer service facility located on Selvitz Road in Fort Pierce. Their commitment to providing a professional image and attitude is evident and shows through in their ability to provide good service.

Waste Pro has always put forth the extra effort when we have requested their assistance for customers with special needs. No matter how much or how often our residents put waste out at the curb Waste Pro makes sure it is all collected and properly disposed of.

Waste Pro performs at a level above and beyond any of our pervious waste collection contracts. I would recommend them to any city or county seeking a waste and recycling collection contractor.

Sincerely.

Leo J. Cordeiro Solid Waste Director

LJC:dls



PUTNAM COUNTY

PALATKA, FLORIDA 32178-2499

PHONE: (386) 329-0395 SUNCOM: 860-0395 FAX: (386) 329-0486

SANITATION DEPARTMENT

LANDFILL OPERATIONS RECYCLING & EDUCATION SOLID WASTE COLLECTION MOSQUITO CONTROL

> Ken Whitehead, P.E. Sanitation Director

May 13, 2004

To Whom It May Concern:

Waste Pro of Florida, Inc. (Waste Pro) has been providing residential garbage, yard trash, and recyclables collection to Putnam County since April 1, 2004. Waste Pro acquired the Putnam County contract from Waste Management, Inc. after approval by the Putnam County Board of County Commissioners. Putnam County agreed to this contract assignment largely because of the prior experience we had with Waste Pro personnel several years ago, as well as the very competitive rate they have offered. Mr. John Jennings, Mr. Fred Wood, and Mr. Dave Danford provided superior customer service to Putnam County. They are a remarkably responsive and conscientious group of people. In our current contract, Waste Pro appears to be on track to provide the same superior service we have seen in the past. I highly recommend Waste Pro to provide curbside residential collection service for your County or your City.

Sincerely,

Ken Whitehead, P. E. Sanitation Director

LKW:njj

xc: file



City of DeBary, Florida

City Hall 137 S. U.S. Hwy. 17/92 Tel 386-668-2040 Fax 386-668-4122 Parks & Recreation Gateway Park Office 860 N. U.S. Hwy. 17/92 Tel 386-456-5150 Fax 386-456-5141 Safe City Florence K. Little Town Hall 12 Colomba Road Tel 386-668-3820 Fax 386-668-9743

Mailing Address: 137 S. US Highway 17/92, DeBary, Florida 32713

October 9, 2006

To Whom It May Concern:

Waste Pro of Florida, Inc. (Waste Pro) has been providing residential garbage, yard trash and recycling collection to the City of DeBary since January 1, 2004.

We are pleased with the level of service that is currently being provided to the City by Waste Pro. A dedicated Customer Service person communicates daily with my staff should any issues arise. Each day, a roving supervisor travels throughout the City monitoring completion of routes. They operate 2006 model trucks that are cleaned regularly. Waste Pro is very thorough and their service level reflects it.

Waste Pro is also more than just a good company as they have, at times, gone beyond the requirements of their contract. An example being: two of their employees detected a gas leak at the water plant and these men risked their own wellbeing to warn and help evacuate a neighborhood. Subsequently, the DeBary City Council issued commendations to the men. This is a level of service that is hard to find.

Waste Pro is both a good contractor and a good citizen of the community and I would highly recommend them to anyone who is interested.

Sincerely,

Maryann Courson City Manager

CITY OF DELAND

DELAND, FLORIDA 32721



POST OFFICE DRAWER 449
TELEPHONE: (904) 736-3900
FAX: (904) 736-9819

April 3, 2001

TO WHOM IT MAY CONCERN:

On behalf of Fred Wood, Dave Danford, Charles Ewing and their team, it is a pleasure to comment on them and recommend them to any governmental agency or private group. I have enjoyed the personal working relationship the City of DeLand and I have had with them over the many years.

I have found their vast knowledge and overall philosophy of the solid waste industry to be a great asset to all of us here in Central Florida. I wish them all success in their new endeavors.

If you have any questions, or if I can be of further assistance, please do not hesitate to call me at (386) 740-5785.

Sincerely,

Clarence Davenport, Director Public Works Department

Warence Havenport

CCD:ng

City of High Springs 110 NW 1st Avenue High Springs, Florida 32643



Telephone (386) 454-1416 x 6 Facsimile: (386) 454-2126 Web: www.city.highsprings.com

OFFICE OF THE CITY MANAGER

April 7, 2006

To Whom It May Concern:

The City of High Springs has been awarded the company of <u>Waste Pro of Florida</u>, a Florida Corporation, a contract for services of residential and commercial waste service to include recycled and yard waste for a 5 year period as of October 2005. Residential and commercial service collection from Waste Pro has been efficient and dependable. The company has been very receptive to correcting concerns in a timely fashion and customer service has been proven to be a priority. <u>We believe that this change in service providers has greatly improved sanitation service in our City.</u>

Please feel free to contact this office at 386-454-1416 for further information.

Sincerely,

James D. Drumm City Manager

TOWN OF BRANFORD

Office of the Mayor

P.O. Box 577 • BRANFORD, FLORIDA 32008 • (904) 935-1146

Clerk's Office

August 27, 2003

To Whom It May Concern:

This Town of Branford has contracted with Waste Pro for garbage collection since May 2002. The Town as well as our customers are very pleased with the level of service we receive. We have always found the employees both in the office and in the field to be very dedicated, informative and courteous.

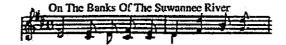
We are pleased to recommend Waste Pro for garbage service to your community. If you should have any questions or need additional information, please advise.

Sincerely,

Don Owens

Mayor

Town of Branford



DEPARTMENT OF SOLID WASTE MANAGEMENT SERVICES

P.O. Box 7800 13130 Astatula Landfill Road Tavares, FL 32778



ADMINISTRATION (352) 343-3776 FAX (352) 343-9257

CUSTOMER SERVICE (352) 343-6163 FAX (352) 742-4668

SCALEHOUSE OPERATIONS (352) 343-5909 FAX (352) 742-1882

WASTE MANAGEMENT FACILITIES OPERATIONS (352) 343-6030 FAX (352) 742-3184

April 4, 2001

To Whom It May Concern:

It is with great pleasure that I can recommend the integrity and experience of the group that started WASTE PRO.

In all of my dealings over the years with Fred Wood and Dave Danford, I have found their group's performance to be outstanding.

Fred and Dave started with one of five franchised areas in Volusia County. When companies with the remaining franchised areas either sold out or pulled out, it was this group that picked up those areas, servicing over 60,000 homes.

Their capability to perform and complete this major project was so successful that when the Volusia County contract came up for renewal, it was a unanimous decision by the Council that they be awarded all five franchised areas.

I recommend WASTE PRO to any municipality or private business.

Respectfully.

B.W. Gilley Senior Director





P.O. DRAWER 1907, PERRY, FLA 32348

February 22, 2006

TO WHOM IT MAY CONCERN:

On behalf of Fred Wood, Bob Hyers and their team, it is a pleasure to comment on them and recommend them to any governmental agency or private group. I have enjoyed the personal working relationship the City of Perry and I have had with them over the past few years.

I have found their vast knowledge and overall philosophy of the solid waste industry to be a great asset to all of us here in North Florida. I wish them all success in their new endeavors.

If you have any questions, or if I can be of further assistance, please do not hesitate to call me at (850)584-7940.

Sincerely,

Barney E. Johnson, Jr. Public Works Director City of Perry, Florida

BEJ/se



May 28, 2002

Attn: <u>David L. Danford</u>
Wastepro
P.O. Box 6862
Longwood, FL 32791

Dear Mr. Danford

Keep Alachua County Beautiful would like to extend its deepest appreciation to Wastepro employees for their generous contribution of roll-off containers for this year's Great American Cleanup.

The Great American Cleanup takes place between March 1 and May 31. The headquarters for this years event was held at Westside Park on Saturday, April 20. The annual cleanup is a community-wide effort to improve Alachua County parks, neighborhoods, streets, roads, public places, commercial properties, vacant lots, and waterways.

Your support helped our organization promote awareness in our community by emphasizing the importance of preserving the natural beauty that makes our community a unique place to live.

Again, we would like to thank you for your donation and for all you to help us "Keep Alachua County Beautiful."

Sincerely,

Jeanne Rochford Executive Director Keep Alachua Beautiful

Bob Gasche Chair Keep Alachua Beautiful







David A. Clabo City Manager

Brenda J. Duncan City Clerk - Treasurer



Jim Joiner Mayor

Councilmembers:
Randall "Bosie" Griffith
C.D. Kidd, III
Steve Kinney
Marcia Moon
Philip Thompson

July 1, 2004

To Whom It May Concern:

Dear Sir/Madam:

I am writing to confirm that Waste Pro has serviced the City of Jefferson for residential and small commercial customers since June 2003. We have been pleased with Waste Pro's performance, and we recently (May 2004) contracted with them for front load services for the City.

Once again, let me reiterate that we have been pleased with Waste Pro and that we highly recommend their services to any City. It has been a joy to work with professionals like John Bellamy and Mike Wilson.

If you have questions or need additional information, please feel free to contact me at 706/367-7207.

Sincerely,

David A. Clabo City Manager



Municipal Services Director



Florida House of Representatives

David Mealor

Representative, 34th District Chairman, Seminole County Legislative Delegation

Reply to:

225 Wayment Cowd, Suite 101
 Lake Mary, FL 32746
 (407) 328-3718 or Suncom 392-3718
 Jax (407) 328-3720

☐ 303 House Office Building 402 South Monroe Street Fallahassee, Horida 32399-1300 (850) 488-5843 or Suncom 278-5843

Re: Bob Hyres - Reference Letter

July 11, 2001

To Whom It May Concern:

I first became acquainted with Bob Hyres during my term as Mayor for the City of Lake Mary. Bob has handled all of the waste collection and recycling for the city since 1984. Our city has benefited greatly from Bob's commitment to providing top quality service and his immediate follow through on any customer concern.

My most recent interaction with Bob has occurred during my current term as a member of the Florida House of Representatives. Bob has done an excellent job in Tallahassee representing both his employer and his industry. In his leadership role with the Florida Chapter of the National Solid Wastes Management Association (NSWMA), he has successfully brought together both public and private parties and elected officials to help create productive new solid waste laws.

Mr. Hyres is widely known, in Florida, to be an expert in the solid waste and recycling industry. In his former position with his previous employer he had oversight responsibility for 164 municipal contracts that served over 1,790,000 homes throughout the State of Florida. He is involved in leadership roles in many local, state, and national environmental organizations including Keep Florida Beautiful, the Florida Center for Solid and Hazardous Waste Management and the National Solid Wastes Management Association.

I would recommend Bob Hyres to any City or County that is looking for professional sold waste and recycling services. If I may provide any additional information please contact me.

Sincerely,

David Mealor

State Representative

Committees:

Education Appropriations - Colleges & Universities - Information Technology

Local Government & Veterans Allairs



FLORIDA'S SPACE COAST

Customer Service (321) 633-2042 Recycling (321) 633-2043 FAX (321) 633-2038



SOLID WASTE MANAGEMENT DEPARTMENT 2725 Judge Fran Jamieson Way Building C, Third Floor Viera, Florida 32940-6602

June 25, 2001

Robert J. Hyres Senior Vice President Waste Pro 2101 West S.R. 434, Suite 301 Longwood, Florida

To whom it may concern:

Re: Letter of Recommendation - Robert J. Hyres

Bob Hyres was the private contract manager for solid waste and recycling for the entire northern area of Brevard County (over 30,000 homes and 400 businesses) from 1992 through 1996. During this time he was very responsive to our residents and businesses needs.

Mr. Hyres was an active participant in numerous community affairs, such as Keep Brevard Beautiful, and an asset to our community in general. During the aftermath of Hurricane Erin Mr. Hyres organized a very efficient storm debris management and collection effort.

I would highly recommend Mr. Hyres to anyone seeking solid waste or recycling services from small projects to large long-term municipal contracts.

Sincerely,

Euripides Rodriguez, CIA

Director



NATIONAL SOLID WASTES . MANAGEMENT ASSOCIATION

March 8, 2002

Robert J. Hyres
Senior Vice President
Waste Pro
PO Box 6862
Longwood, FL 32791

Dear Bob:

On behalf of the NSWMA Awards Committee, I am privileged to inform you that you have been selected as a recipient of the NSWMA Distinguished Service Award. Congratulations!

Personally, I cannot imagine any member more deserving of this award. The Distinguished Service Award recognizes accomplishments during the preceding year, as well as cumulative accomplishments and contributions to the Association and/or the industry over many years. The other recipients of this year's award are: Jim Grogan (GA), Jeff Johnson (WI), and Tom McCaughey (MA).

Your award will be presented at the Inspirational & Awards Breakfast on Tuesday, May 21, which will be held at the Las Vegas Convention Center. Other NSWMA awards will also be presented during this breakfast, as well as the EIA *Hall of Fame* inductees and EIA *Drivers of the Year*.

Bob, Alice Jacobsohn, EIA's Director, Public Affairs, will contact you later to provide the specifics on precisely what time you should be at the breakfast, where you will be seated, and what arrangements you will need to make to secure a table for your family and colleagues who will want to be present when you receive this honor. In the meantime, please send to Alice immediately a head-to-shoulder color photograph of yourself so that we can use it for pre-WasteExpo publicity and include it in the formal program for the Inspirational & Awards Breakfast.

We look forward to honoring you with this well-deserved award.

Sincerely,

Bruce J. Parker President & CEO

BJP/dlc

cc: Alice Jacobsohn



University of Florida College of Engineering 2207 NW 13th Street, Suite D Gainesville, Florida 32609 352/392-6264 • Fax: 352/846-0183

February 9, 2006

Bob Hyres
Waste Pro
P.O. Box 6862
Longwood, FL 32791

Dear Bob:

Thank you so much for your inspirational leadership of the Florida Center's Advisory Board. You have an incredibly well-rounded knowledge of environmental issues and never miss an opportunity to be an environmental advocate both in your professional and personal life. You brought forth a very unique and valuable perspective for environmental issues unique to Florida. You championed the cause of the Center well.

Your extraordinary leadership skills and enthusiasm to develop programs that strongly support solid waste research and education is phenomenal. The complexities and nuances of environmental issues do not escape you, and your political and social conscious encourages others to get involved.

Bob, you have a unique talent for sustaining relationships with staff from federal and state agencies, local governments and the private sector. You have a wonderful ability to communicate with and understand people at all levels and are comfortable discussing environmental issues with citizens as well as elected governmental officials. We will miss your unique skills and incredible leadership abilities.

You are an exemplary person and leader. I am honored to have served on the Board with you. I hope that you will continue to support the Florida Center whenever the opportunity arises and of course, attend future Board meetings as an honored and beloved member.

Sincerely,

John D. Schert
Executive Director

Participating Institutions: Florida Atlantic University • Florida A&M University • Florida State University • University of Central Florida University of Florida • University of South Florida • University of West Florida • Florida Institute of Technology • University of Miami Equal Opportunity/Affirmative Action Institution

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Marion County Board of County Commissioners County Administrator's Office 601 S.E. 25th Avenue, Ocala, Florida 34471-2690

(352) 620-3340-Suncom 667-3340-Fax (352) 620-3344

October 23, 2001

To Whom It May Concern:

RE: Letter of Recommendation for Robert J. Hyres

I have known Bob Hyres since 1985. Then he was the Marketing Director for Western Waste Industries Southeastern Region. He played a key role in the clean-up and transition of Marion County's Baseline Landfill. Bob and his company stepped in overnight when the county really needed some professional expertise and immediately took over the day-to-day management of the landfill and all of the county solid waste collection facilities.

Once the landfill was back in good condition, Bob assisted in the transition back to a county run operation. This process was done very smoothly. Our working relationship was excellent.

We have been in contact periodically over the years since then. I know Bob to be a well-respected solid waste professional, who is greatly esteemed by this peers. I can certainly recommend Bob and his new company to any County or city seeking solid waste recycling, collection and disposal services.

If I can provide any additional information, please contact my office.

Sincerely,

James L. Lowry

County Administrator

Transition Experience

February 12, 2007

Gregory Herlean, CPPO, CPCM Purchasing Division Martin County 2401 S.E. Monterey Road Stuart, FL 34996

Re: Contract Negotiations / Waste Pro

Dear Mr. Herlean:

The City of Tallahassee went through a lengthy and productive negotiation process for its residential and recycling collection services. The nature of these changes/options required a lot of "give and take" on both sides that at the end, it was a win/win for us all. No doubt, that during the entire process, Waste Pro was quite responsive, cooperative and amenable to discuss all issues.

On October 1, 2006 Waste Pro took over to service all of the contracted residential and recycling collection services. The transition process was seamless and service level improved remarkably. Waste Pro's effort in adhering to all of the timelines and/or deliverables made it successful for the smooth transition/implementation.

I would certainly recommend Waste Pro given the negotiation, transition and final executions to anyone seeking its services for municipal solid waste and recycling collections.

Sincerely,

Reginald C Ofuani General Manager

RCO/mpw

Cc: Bob Hyres, Waste Pro Ralph Mills, Waste Pro



CITY OF PORT ST. LUCIE

A CITY FOR ALL AGES

December 19, 2006

Russell Mackie Waste Pro 4100 Selvitz Road Fort Pierce, FL 34981

Dear Mr. Mackie:

Just a note to thank you for the smooth transition from our previous waste hauler to Waste Pro. With a city of our size, many problems could have occurred, but I believe the transition has been smooth due to Waste Pro's experience and professionalism.

Please accept our Season's Greetings to you and your staff.

Sincerely,

Michelle

Michelle L. Berger Councilwoman District 2

Cc: C. Ewing



CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA 32708-2799 Telephone (407) 327-1800

October 9, 2006

TO WHOM IT MAY CONCERN:

The City Commission of the City of Winter Springs, Florida awarded a bid for commercial and residential solid waste collection and disposal services and subsequently entered into a franchise agreement with **Waste Pro of Florida**, Inc. for said services effective March 1, 2006. Waste Pro was by far the low bidder for these services.

Upon inception of the agreement, Waste Pro effected a smooth transition from the City's prior solid waste service provider, delivering uninterrupted service with minimal impact on our residents and businesses.

In the seven months that have transpired since inception of this agreement, City staff has found Waste Pro to be responsive to issues and concerns brought forth by the City. In many cases, Waste Pro has gone above and beyond the call of duty to rectify problems or assist the City with issues that may have arisen.

Waste Pro staff has also been noted to be cooperative and easy to work with. Further, I have received many positive comments from citizens regarding Waste Pro's service. The City's relationship with Waste Pro has thus far been a positive and mutually beneficial one.

Sincerely,

Ronald W. McLemore

Consell my

City Manager

Neptune Beach

116 First Street • Neptune Beach, Florida 32266-6140 (904) 270-2400 • FAX (904) 270-2417 • Suncom 852-2400



Jim Jarboe City Manager

June 26, 2006

Mr. Michael Williams Waste Pro P. O. Box 5511758 Jacksonville, FL 32255

Dear Mr. Williams:

As you know, Waste Pro began servicing the citizens of Neptune Beach on June 1, 2006. Since that time, we have received several verbal, as well as written, compliments regarding the service being extended to our residents. Therefore, on behalf of the City Council, City employees, and the-general population of the City of Neptune Beach, I would like to take this opportunity to thank you for making the transition from Waste Services of Florida to your company such a smooth one and express "Kudos" to you and your staff on a job well done.

I have attached a copy of the written correspondence received regarding your organization for your convenience. Again, thanks for the great service!

Sincerely,

James R. Jarboe City Manager

/attachments

cc: Jim Cinelli, Waste Pro



PUBLIC WORKS

May 15, 2007

Joanne Flick, CPPO, CPPB Purchasing Agent City of Daytona Beach P.O. Box 2451 Daytona Beach, FL 32115

Re: Waste Pro Contract Startup and Service

Dear Ms. Flick:

I have dealt with the management team at Waste Pro for over fifteen (15) years, previously as Volusia County's Solid Waste Director and now as the Public Works Director of Palm Coast. They have consistently been known for providing top quality service year after year.

At the beginning of this year Waste Pro accomplished the transition of service from Waste Management to Waste Pro. The change was completed with very minimal inconvenience and service is proceeding at the high quality level Waste Pro is known for.

Waste Pro's managers are quick to respond and correct any concern that does occur. They are readily available, when called upon, from the corporate staff to the route supervisor level. I would recommend Waste Pro to any city or county seeking waste collection services.

Sincerely,

Bill Gilley
Public Works Director

City of Palm Coast, Florida

JOANN B.KING MAYOR

CATHERINE D. ROBINSON VICE-MAYOR



Crossroads of Flagler County

COMMISSIONERS:

DAISY M. HENRY

JAMES E. FLYNT, SR.

PAUL R. FELL

August 8, 2006

To Whom It May Concern:

Waste Pro of Florida, Inc. has been providing Solid Waste Services to the City of Bunnell since April 1, 2006. In this short time period, Waste Pro professionally transitioned the City from the previous franchise company, cleaned up the numerous yard trash/mixed piles and established an excellent rapport with City staff and citizens. Waste Pro handles any questions/concerns and promptly deals with any service issues that the City/citizens may have.

Additionally, the new "Garbage Trucks" are excellent and truly impress the citizenry with the cleanliness! I highly recommend Waste Pro of Florida, Inc. They are a remarkable and conscientious company. The City is proud to have them as our Solid Waste Services Franchise Company.

Respectfully,

Konya W. Johnson
Ronya D. Johnson

City Clerk

Town of Windermere

P. O. Drawer 669 Windermere, FL 34786 Office: (407) 876-2563 Fax: (407) 876-0103

Alayor William G. OSBORNE



Town Manager CECILIA BERNIER

Clerk Dorothy Burkhalter

November 20, 2002

Mr. Dave Danford Waste Pro P. O. Box 6862 Longwood, FL 32791

Dear Mr. Danford:

The Town of Windermere awarded Waste Pro a 2 year Solid Waste Contract on September 10, 2002. The transition to the new Company has been a great experience. After the contract was awarded the next several days Waste Pro was in Town introducing the employees and checking routes so they would be familiar with our Town before the start date of October 1, 2002.

As expected in the beginning there were a few missed residents. Waste Pro was very receptive and corrected the problem right away.

The Town of Windermere would recommend Waste Pro to any municipality or private business.

Respectfully,

Town Clerk

BOARD OF COUNTY COMMISSIONERS



GARY D. CHARLES, SR.

COMMISSIONER

January 12, 1998

To Whom It May Concern:

On January 2, 1994, an exclusive five-year agreement for the collection of solid waste and recyclable materials commenced between the St. Lucie County Board of County Commissioners and Kimmins Recycling Corporation. Kimmins provided semi-weekly garbage collection and weekly yard waste and recyclable materials collection for 16,000 single family homes in the urban unincorporated county and weekly recyclable material collection for 9,000 single family homes in the City of Fort Pierce.

On September 23, 1997, the assignment of this agreement to Jennings Environmental Services was approved by the Board of County Commissioners. Since the assignment, Jennings has provided excellent service. The transition period for both the waste collection and billing services has been extremely smooth. Their field, customer service and management personnel provide efficient, courteous and timely service.

If you have any questions, please contact Robin Ennis, Contracts Administrator at (561) 462-1150.

Singerely,

Gary D. Charles, Sr., Chairman

Board of County Commissioners

cc:

Board of County Commissioners

County Attorney

County Administrator

Utilities Director

Robert Hyres, Jennings Environmental Services



Ronald W. McLemore City Manager

CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA 32708-2799 Telephone (407) 327-1800

Gregory Herlean, CPPO, CPCM Purchasing Division Martin County 2401 S.E. Monterey Road Stuart, FL 34996

Re: Negotiations with Waste Pro

Dear Mr. Herlean:

In September 2005, the City of Winter Springs received proposals from qualified vendors in response to our RFP for solid waste collection services. From the proposals received the City selected Waste Pro as being the best and most responsive.

After selecting Waste Pro, the City was interested in making changes in the proposed agreement to provide improved services to its residents and to keep prices balanced and reasonable. City staff met with officials from Waste Pro over a four week time period to negotiate an improved agreement.

The result was an agreement that worked well for both parties and the citizens of the City of Winter Springs. Waste Pro was very understanding of the needs of municipal government and remained flexible and professional throughout the negotiation process.

Their service level has proven to be excellent and the transition process was accomplished in a professional manner with a smooth seamless result.

Sincerely,

Ronald W. McLemore

Kould myme

City Manager



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32119 TELEPHONE 904-756-5200 FAX 904-756-5290

November 11, 1997

Jennings Environmental

Mr. John Jennings

P.O. Box 6862

Longwood, FI 32791-6862

Dear John:

I would like to compliment your staff, operations personnel and drivers who service our residents of Port Orange. We have received numerous calls from residents complimenting the excellent attitudes and service they are receiving from your employees. Their eager and willing attitudes to provide quality service has made the transition from our previous contractor to your firm seemingly unnoticeable and the service levels continue to grow.

John, the partnership between the City of Port Orange and Jennings Environmental has been a good one on all accounts including the financial aspects and service provided to our residents. I would recommend our concepts and your willingness to provide an outstanding service to any municipality.

Once again thanks.

Sincerely,

Warren Pike

Director of Public Works

WP/kc

TCPalm

To print this page, select **File** then **Print** from your browser

URL: http://www.tcpalm.com/tcp/opinion_columnists/article/0,2821,TCP_24463_5092981,00.html

Guest columnist: From the mayor: Why you're paying more for waste removal

By BOB MINSKY guest columnist October 26, 2006

The story behind the story.

On Oct. 1. Waste Pro began providing service to the citizens of Port St Lucie. The company sent out its first series of bills, and almost immediately the phone calls began coming in at the highest frequency I can remember.

For the most part people were complaining about the charges. Their anger was understandable. Looking at the bill, anyone who didn't follow the issue by attending the meetings, watching Channel 20 or reading the papers did not know the amount quoted was incorrect.

The correct amount for one month's service is \$23.50, or \$70.50 for the quarter. That was easy to explain; but not the issues of why we changed service providers and why such an increase in the rate.

Callers and e-mails expressed anger, frustration and a complete lack of what the facts were relative to the issue.

It all began at the beginning of the year; the Waste Management contract was nearing the end of its five-year term.

The city began negotiations in an attempt to extend the contract. From the beginning, the problem was that Waste Management claimed to be losing money under the contract. Negotiations ended when Waste Management said \$27 per month would be its final offer.

The city council would not accept such of an increase, so we advertised for bids. Waste Pro came in with the lowest bid --- \$23.50, considerably lower than Waste Management.

The council did not have much choice. The city did reference checks with some of the cities already served by Waste Pro; for the most part, the replies were satisfactory. The market verified the price was not out of line. So we contracted with the new company.

A lot of people have expressed the opinion we should not even have a citywide service contract. At one time, everyone could individually contract with any local company in the area, but as a result, a lot of people did not want to pay for trash pickup and left their trash on roadsides all over the city. It made out city look like a junkyard and it cost us quite a few taxpayer dollars to pick it all up.

We do not want to return to those conditions.

I also feel it is prudent to mention that since the new company started service, I have received only one complaint. I checked around and was told that very few complaint calls have come in.

I have been through transitions before, and I can tell you that is not the norm. It might not stay that way, but for now, I have to admit the new company is off to a very impressive start.

I am not so naive as to believe this explanation is going make everyone happy. The increase is a bitter pill to swallow, but that does not justify comments we received alleging fiscal irresponsibility, insensitivity or impropriety.

If the people do not have the facts, it is reasonable to expect the reactions we experienced. In my opinion, the council made every effort to sign a contract with the best rate possible. We did due diligence to make sure the company was credible, and

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Lenise Zika/EMW

Genião a. Zika



Waste Pro Safety Accomplishments

- Hired full time Corporate Safety Director in August 2006 who has a B.S. in Safety Management.
- Safety Director has over 23 years of Loss Control experience servicing medium to very large risk for a variety of major insurance carriers.
- 100% of the Safety Director's time is devoted to safety.
- The Safety Director reports directly to the C.F.O. and President and has their 100% commitment to safety.
- Safety performance represents up to 25% of each Division Manager's annual performance bonus.
- Every Division is charged a deductible up to \$100,000 for each vehicle accident and up to \$500,000 per occurrence for every Workers' Compensation accident.
- Weekly documented safety meetings are conducted with all employees at each Division.
- Every Division has a formal safety committee which meets a minimum of quarterly.
- Every existing driver/helper as well as new hires go through a four-hour safety training program named "Coaching the Refuse Driver II".
- A minimum of one formal route observation per driver is conducted within each Division on a monthly basis.
- Monthly facility safety self-inspections are conducted for each facility.
- Semi-annual comprehensive safety audits are conducted by the Safety Director. 100% compliance is mandatory and any deficient items noted must be formally responded to with a carbon to senior management.
- Every prospective employee receives a MVR, identification, and criminal background check prior to hire. MVR's are obtained annually for all drivers as well. Internal criteria is developed as to what is an acceptable driving record.
- All prospective drivers go through a formal road test with an experienced driver prior to permitting them to operate one of our company vehicles.
- Personal use of company vehicles is not permitted.
- Certificates of insurance for all non-owned vehicles are obtained.
- We have a 100% light/modified duty program, as long as the light duty position is within the physician's work restrictions.
- We are a drug free workplace. All prospective employees are tested, any accident involving off site medical treatment receives testing, reasonable suspicion testing is conducted, and 50% of all commercial drivers are randomly tested for drug usage and 10% annually for alcohol.

- A post offer medical questionnaire is completed by each new hire and every existing employee has completed one as well.
- All field employees are required to wear ANSI II high visibility shirts or vests and 100% use of a six inch leather upper shoe is required at all times.
- A formal no cell phone policy is in place and has been signed by all drivers.
- Formal accident investigations are conducted following any incident no matter how minor in nature. Root cause is determined to prevent similar accidents from occurring in the future. Formal supervisor training has been provided in this area.
- Every driver completes a daily pre and post trip inspection of their vehicle.
- A written comprehensive safety program is in place and present at each Division.
- A Safety Policy & Procedures manual has been developed and is also present at each of our Division's.
- Every driver that goes three years without a preventable incident/accident and abides by our attendance policy as well as receives no customer complaints receives \$10,000. Waste Pro has given over 60 such checks out to drivers to date.
- The Safety Director has recently gone through the OSHA 30 hour course and the OSHA 501 course and is designated as a general industry OSHA 10 and 30 hour instructor.
- Every supervisor is being trained on the OSHA 10 hour course and will receive formal certificates from OSHA stating such upon successful completion.
- Specific OSHA required training is completed for every existing employee and new hire.
- Waste Pro periodically holds a two day new hire safety orientation covering a host of O.S.H.A. and D.O.T. training requirements.
- Both accident frequency and severity have declined for all lines of business over the past year due to Waste Pro's commitment to safety, teamwork, and implementation of the above controls established. This is a significant accomplishment considering that the company has more than doubled their employees and fleet size over the past two years.
- Our current Workers' Compensation Experience Modification Factor is .93.



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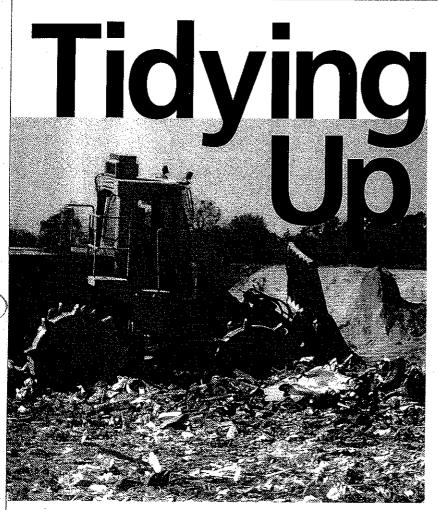
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With the offering and installation of this program, we accomplish the following: We welcome open dialogue in regards to our performance and urge all 900,000 of our residents in the 87 municipalities we service to openly participate. Our goal is to have complete transparency provided to the residents to address their issues directly with our organization, with the City's ability to consistently monitor our performance. In summary, this program virtually eliminates any worry or concern relating to performance of the trash contractor. We are second to none when it comes to customer service and field performance, establishing Waste Pro of Florida as the distinguishable difference!



John Jennings' waste collection and recycling company brings new meaning to the word clean.

Waste Pro USA



or some people, waste collection means simply putting barrels out on the sidewalk. Not to John Jennings, president and CEO of Waste Pro USA. For more than 30 years, Jennings has worked to bring high-quality and specialized services, along with environmental consciousness, to the solid waste collection industry.

"We try not to set a lot of quantitative goals, we try to set quality goals," Jennings said. In 1996, Jennings sold his Florida-based company, Jennings Environmental Services, to USA Waste Services, now known as Waste Management. Jennings had a long friendship

with Waste Management's CEO John Drury, and after Drury died, Jennings decided to retire.

Shortly thereafter, however, Jennings was persuaded by seven vice presidents from the Jennings Environmental Services days to get back in the game. Jennings then negotiated an agreement to sit out of the waste collection business in Florida for 18 months. In the interim, the group decided to set up waste collection operations in Georgia and South Carolina through acquisitions.

In 2000, the group purchased a small company in Athens, Ga. called Waste Pro with one truck, 30 containers, and \$865 worth of monthly billing. At the same time, Jennings' group purchased Tropical Trash in Hilton Head, SC, the premier company in the area. Two members of the group, Bob Hyres in South Carolina and Charles Ewing in Georgia, ran the companies. The rest of the group stayed in Florida in construction-related businesses, including site work and land clearing. This allowed Jennings' fledgling enterprise to stay connected to the right industries without violating the non-compete agreement.

"During the time in Florida when we couldn't compete, we had the advantage of listening to the different cities and counties, finding out what they liked and didn't like about their waste collection operations," said Jennings, indicating waste collection customers felt the level of service had deteriorated because of consolidation in the industry. "Several larger cities and counties told us they would pay a little more if it meant better service for their citizens."

Since that time, the company has grown into a regional leader in Florida, Georgia, and South Carolina through a series of acquisitions. In the last few years, Waste Pro USA purchased dozens





of companies, accounts, and landfills. And as the company expanded its physical footprint to 20 offices in three states, its expanded services and demonstrable expertise allowed it to earn more contracts.

Waste Pro USA earned high-profile federal contracts at the Kennedy Space Center, Patrick Air Force Base, and Cape Canaveral Air Force Station. The company was also awarded long-term exclusive municipal contracts last September in Jacksonville, Daytona Beach, and Quincy. The contracts include more than 90,000 homes, 2,000 businesses, and the opera-

tion of a transfer station. The deal covers solid waste and recycling collection and will bring the company more than \$95 million.

Waste Pro USA has also leveraged key vendor relationships to improve its business practices and return some value to its part-

ners. It worked with manufacturers like Mack Trucks and Allison Automatic Transmissions, coming up with upgrades and enhancements to equipment. This includes a unique, expandable synthetic liner on all of its trucks around hydraulic systems to eliminate fluid leaks on the street. Also, all Waste Pro USA's trucks now have automatic transmissions, cameras, and audio systems, so drivers can focus on driving with full awareness of what is going on around them.

"We put all this information together in brochures and Powerpoint presentations so cities would get to know us when we bid on contracts," said Jennings. "The bulk of our franchises have come in the last few years, and only after we were able to get into the marketplace, establish our excellent service levels, and use those cities as reference points."

Uncommon devotion

Customer service is one principle Jennings believes is part of the bedrock of Waste Pro USA, and his management team believes employee retention is key to that philosophy. The more satisfied the employee, the more satisfied the customer. And if Waste Pro USA can keep its talent, it won't lose productivity by having to train new recruits.

With this in mind, Jennings created some incentive-laden plans encouraging his employees to stay with Waste Pro USA and excel. Any company driver with three consecutive years of no undocumented absences, accidents, or workman's comp claims gets a check for \$10,000. And all employees are eligible for a \$250 annual year-end bonus, which accumulates over time. That is \$1,000 for four years of service, \$1,250 for five years, and so on. "Loyalty is a two-way street," said Jennings.

Going green

One area Jennings has always considered a part of customer service is environmental stewardship. Before it became chic to go green, Jennings preached environmental protection. He has served on industry and government committees and spoken internationally on environmental issues. And for Waste Pro USA, action speaks louder than words.

"Last October, we introduced new emission controls on our vehicles to recapture and reburn what previously was released into the air," Jennings said, noting Mack Trucks as a partner in that effort. "The blue and green paint on our trucks stands for the clean, blue sky and the green earth, so we are always looking for technological advances to help the environment." Even with rising fuel costs and increasing regulations, Jennings hopes to expand Waste Pro USA throughout the seven states in the Southeastern US during the next 10 years. And he is confident his company can be a part of what he said is an industry-wide effort to clean up not only its customers' waste, but also the way the industry does business.

"Right now, there are many people working toward alternative sources of fuel and engines that will perform using less fuel. It is our goal to create a productive, win-win situation for our employees, our customers, and our vendors," Jennings said. "We are willing to spend money on research, and we try to learn something new every day." Ξ

—Eric Slack



WASTE PRO

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Crain's News Source for Businesses that Generate and Manage Waste

Waste Pro USA: One truck in 2000, 700 trucks today

By Jim Johnson

Waste Pro USA Inc. expects to add more than 100 trucks and another 250 employees as the Longwood, Fla.-based solid waste management company continues to grow.

That's a long way from the single truck the company started out with

early this decade.

"We've grown mostly through equiring municipal contracts and we've done acquisitions. We've done 29 acquisitions. By far, the real growth we've had is through municipal contracts," said Robert Hyres, a part owner of the company and senior vice president of corporate development.

"We're now running over 700 trucks. We've gone from about 10 employees up to 1,300 employees," he

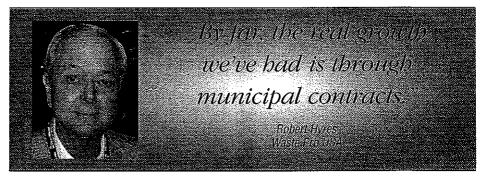
said.

And that does not include the vehicles and manpower the company will need to service three new municipal contracts that will begin in October and January in Palm Beach, Orange and Manatee counties in Florida.

Those deals are estimated to have a value of about \$180 million over five to seven years, Hyres estimated.

Hyres said his company always looks for acquisition opportunities, but sees the value in winning new governmental work. And there's been opportunity in municipal contracts as other solid waste companies have shied away from some of that work ecause they were dissatisfied with

Waste Pro, for example, will make a bid on this type of work, but only at an



amount that makes financial sense for the company. That means Waste Pro is often not the low bidder, but the company has built a reputation for providing strong service, he said.

Hyres knows all about winning municipal contract work, where a local governmental entity contracts with a private waste hauler to provide service. He formerly was the municipal contract manager for Florida and the Caribbean for Waste Management, and was part of a group of former Waste Management employees who started Waste Pro in 2000.

John Jennings is the majority owner of Waste Pro. He previously operated a private solid waste business, Jennings Environmental in Florida, before selling his business to USA Waste Services Inc. in the 1990s.

After USA Waste merged with Waste Management, he decided he wanted to return to running his own private company.

"We have grown mostly by award of contracts so we haven't spent as much as most companies would on goodwill

buying other companies. It's a lot more cost-effective getting a new contact than to buy out former owners, pay for their goodwill," Hyres said.

"When you get awarded a new contract, you're buying new equipment. If vou're buying out another company. you're getting a bunch of old equipment," he said. "It's kind of the best of both worlds."

Waste Pro has operations in Florida, Georgia and South Carolina. The private company does not have to reveal its annual income, but Jennings in an interview last year said the company does about \$200 million a year in business.

Hyres indicated the firm has grown from between 50 percent and 80 percent annually since its inception.

Contact Waste News senior reporter Jim Johnson at (937) 964-1289 or jpjohnson@ crain.com



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Crain's News Source for Businesses that Generate and Manage Waste

Waste Pro's people slant pays dividends

By Jim Johnson

When John Jennings talks about Waste Pro USA Inc., he speaks first about treating employees and customers right.

As majority owner of the Longwood, Fla., solid waste management company, Jennings sets the tone for the regional firm, which does about \$200 million a year in business.

"We want to be the best we can be. I feel that quantitative goals just fall into place after that," Jennings said. "If I can't the best in a particular tea, then we look to get out of that area. We want to be that distinguishable difference."

That means treating employees and customers properly, but not necessarily being the cheapest trash service provider around. Jennings previously operated a private solid waste business, Jennings Environmental in Florida, before selling his \$30-million-per-year company to USA Waste Services Inc. in the 1990s. After USA Waste merged with Waste Management Inc., he found himself longing to return to a private company, where he could conduct business his own way.

So he and a group of other Waste Management executives struck out on their own again at the beginning of this decade.

Robert Hyres was part of the team that left Waste Management Inc. in 2000 with an eye toward creating a new company. Thanks to noncompete clauses, they initially worked in the sight development business, clearing land for new construction. And after a year or two, when the noncompete clauses expired, attention shifted back toward trash with the purchase of a small company called Waste Pro in Athens, Ga., with only one roll-off truck and 30 or so containers.

"We bought Waste Pro; that's how we started with that name," Hyres said.

More than two dozen acquisitions later, the company operates in 22 locations, including three landfills, three transfer stations and 16 hauling companies, Hyres said.

A key to the company's success has been municipal contracts that guarantee the company business and exclusive rights to service communities. Waste Pro also handles openmarket work.

"Most of the contracts we have, we weren't the low bidder on it. It's just that we have an excellent service reputation," said Hyres, a part-owner of the company and senior vice president of corporate development.

Waste Pro relies on longtime relationships that company leaders have forged over the years to help build business.

"The old saying about business is it's not what you know, it's who you know. And we've been around for a long time and we've built a good reputation. We provide excellent service and have a good reputation. That's how we've grown and thrived," Hyres said.

Waste Pro pays particular attention to its equipment, Hyres said. "As far as garbage trucks are concerned, they're nice looking trucks," he said. The company also decorates its vehicles in different

themes to connect with the communities it serves.

Waste Pro's blue and green color scheme on its vehicles is meant to symbolize environmental respect for blue skies and green earth, Jennings said.

And added equipment — such as protection on hydraulic lines to contain any potential leaks and on-board equipment to clean trucks — helps the company's reputation in the community, the president and CEO said.

Waste Pro has grown from a single truck to 650 trucks during this decade and now has 1,140 employees in Florida, Georgia and South Carolina.

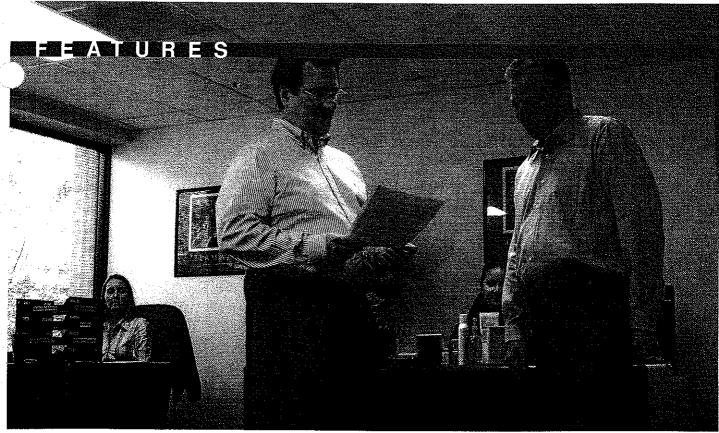
The company recently allowed Ares Capital Corp. to invest \$40 million, the first outside money to come into the company since its creation. That cash infusion allowed Waste Pro to increase its line of credit, and the company has about \$140 million to work with for potential acquisitions.

Jennings is interested in bringing in other waste companies that share his philosophies about treating people right and working hard. With that in mind, the company just made a series of acquisitions in the Atlanta area that will add about \$20 million in annual revenue.

Contact Waste News senior reporter Jim Johnson at (937) 964-1289 or jpjohnson@crain.com







CEO John Jennings, left, and Regional V.P. Tim Dolan discuss strategy at Waste Pro USA headquarters.

'Naste Pro USA Takes Industry by Storm

Just before Hurricane Jeanne hit Florida in 2004, John Jennings noticed that one of his refuse trucks was still on the road. Concerned about the safety of his crew – Jeanne was a Category 3 storm and the third to thrash Central Florida in six weeks – he called the dispatcher to find out who was driving. It turned out to be Tim Dolan.

"What are you doing out there?" Jennings asked when he finally raised his regional vice president for central Florida on the radio.

Dolan explained that road construction had blocked access to this section of the community and that he wanted to finish the job before the storm blew trash all over the neighborhood. He knew his boss – Jennings is president and CEO of Waste Pro USA – is a stickler for customer service.

"I'll be right there," Jennings said.

And he was, lifting cans into the back of a Mack® with the rain streaming down his glasses. A guy who had worked as a trader on Wall Street, whose construction company had built the convention center at Disney's Dolphin resort. A serial entrepreneur who sold his first company to heavyweight Waste Management and then started what was now the largest refuse hauler in the Southeast with revenues of \$260 million a ar. And here he was, hanging onto the back of a truck in the teeth of a tricane, picking up trash before the winds did.

Dozens of contracts later, from the comfort of corporate headquarters in Longwood, Florida, just north of Orlando, Jennings looked back at the lessons of the time. "Good service," he said, "is a competitive advantage."

That philosophy has enabled Waste Pro to expand rapidly by acquiring nearly 30 companies, locking in business through municipal contracts and charging appropriate rates. Founded in 2001, the company has grown from four trucks to more than 700 – 550 of those are Mack products. Waste Pro's 1,300 employees serve 650,000 homes and 60,000 businesses in Florida, Georgia and South Carolina.

Aside from riding shotgun on a garbage run himself, how does Jennings create that kind of customer service? "We want to buy the best equipment on the market today and we want to combine that with the best people."

Let's start with the people. Waste Pro increased employee satisfaction through scheduling and incentives. Company scheduling puts drivers back at the yard by 5 p.m., which makes for fewer accidents. Employees also receive financial incentives through a host of programs, including the Franklin Awards, which allow managers to give \$100 to workers with exemplary job performance each month.





"Happy employees translate into happy customers," Jennings said.

When it comes to equipment, Jennings is not looking for any port in a storm. He wants a partner who will place the same value on service that he does. That's why, despite the trucking industry's struggle with new emissions-control equipment, he's still riding with Mack Trucks, Inc.

"One of the things we tell potential customers is that we do make a mistake on occasion. But we'll do whatever it takes to make sure they're happy. That's the principle by which we market our company and one that Mack has demonstrated to me. They had problems with the new trucks but they made sure that we were satisfied and that our customers were satisfied."

That partnership has produced several service-oriented innovations. After municipal officials complained about leaks on the pavement, Mack and Waste Pro developed a liner that encases the hydraulic hoses. They also installed video and audio systems in trucks so drivers can see and hear if someone is behind them.

As for the truck itself, Jennings is pleased with the 28 TerraPro™ ultralow-sulfur-diesel model he's been running in Jacksonville, Florida, since last October – so pleased he's ordered another 60 for 2008.

I've gotten feedback from the shop and management that TerraPro's 'regen on the run' feature is extremely helpful to us. As the trucks are going from their routes to the landfill, the regen happens by itself. That helps our production because we don't have to take time out of our schedule. In our business, that certainly creates a competitive advantage."

For their part, the drivers like the softer motor and cab mounts, which reduce noise and vibration, and the automatic transmissions, which allow them to negotiate traffic while safely talking to customers.

Jennings also likes the service he gets from his dealership, Nextran Orlando and its sales manager, Tom Dreiling.

"Both Mack and Nextran have fleet service representatives who visit our facilities to see if we need anything, like software or training. And if a truck does need service, it's in and out of the shop quickly. Mack has always meant consistency and stability."

The same qualifies he's tried to instill in his company.

"We've been solicited by every truck manufacturer there is. Sometimes their product is cheaper. But the question is, "Will that truck hold up and allow us to service our customers?"

"The people at Mack have been loyal to me. I can depend on them."

That should clear a few storm clouds from any business.



WASTE PRO'S PANHANDLE BUSINESS IS PICKING UP

Big Bend cities sign on for garbage service

Cities across the Panhandle have jumped on the blue-and-green bandwagon of Waste Pro. Since the company signed a contract with the city of Tallahassee 13 months ago, almost a dozen other communities have chosen the growing business to be their garbage-collection service.

"In the past, the Panhandle was limited to two or three national companies," said Waste Pro regional Vice President Ralph Mills. "We're not as big as the national (companies), but we have contracts as small as 100, to Jacksonville with 70,000 customers."

Mills is a Florida State University graduate who has been in the solid-waste industry for 23 years. He spends a large portion of his time traveling across the Big Bend and beyond to market the cany's services.

Waste Pro has a total of 62 employees locally and a new Midway operations facility, which opened in October and serves a fleet of 30 trucks. Mills said the facility will help Waste Pro grow in the Panhandle, South Georgia and South Alabama.

In the last 60 days, Waste Pro landed solidwaste-service contracts with the cities of Jacksonville, Daytona Beach and Quincy. The contracts have a combined value of \$95 million.

Quincy City Manager Bill Bogan said a primary reason for the decision to pick Waste Pro was because Mills knew the area — that and the company's growing reputation.

"They are very customer-oriented and citizen-oriented, (and) they are trying to do what they said they would," Bogan said. "All of those

things are highly important. They operate with a high degree of integrity."

The company does monthly preventative vehicle maintenance, and the trucks don't leave behind garbage.

Reginald Ofuani, the general manager of solid-waste services for the city of Tallahassee, said the newer and better-maintained equipment has made a difference in collection services.

"Whatever complaints customers have, they are always there to make sure that issue is handled and resolved," Ofuani said. "When you have state-of-the art equipment and state-of-the-art facilities and new training for your employees, (it's assurance) that they are willing to be here for a long time."

Waste Pro is a subsidiary of Waste Pro USA Inc., which is based in Longwood. Serving cities, counties and commercial businesses, the company provides solid-waste or recycling services to

more than 350,000 residences and 10,000 businesses in four states. Mills said Waste Pro USA has about \$200 million in yearly revenue, with up to \$10 million of that generated from business in the Panhandle.

Waste Pro's c o m p e t i t i o n, however, is still close by. National firm Waste Management Inc. provides collection services in

the unincorporated areas of Leon County and operates a transfer station in Gadsden County. Waste Management, which had third-quarter net income of \$278 million on revenues of \$3.40 billion, is North America's leading waste-services provider and through subsidiaries is developing waste-to-energy and landfill gas-to-energy

facilities.

Still, Waste Pro is succeeding in its effort win a share of the waste-collection market. The Midway facility is one of 17 Waste Pro hauling or transfer stations in Florida. Last summer the company acquired the assets of Waste Management in Liberty County and the firm Choice Environmental in St. Lucie County. Waste Pro USA also bought A to Z Waste Services in Atlanta. The company said these operations will be absorbed into existing Waste Pro facilities and will result in an additional \$7 million in annual revenue.

Success is also measured by customer satisfaction. Bogan and Ofauni said there have been few complaints regarding collection service since Waste Pro began.

"They are providing a high degree of service. We have had very few complaints from the citizens," Bogan said. "They have only been on the job a couple of months, but they have done really well."





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No Complaints

Motivating workers to provide good service can pay big dividends.

Florida last year, the CEO of an independent waste hauling and recycling firm realized that some company carts were still sitting on residential curbs from that morning's garbage pickup. Worried about potential damage during the impending storm, the CEO set out to pick up the carts himself before the storm struck.

While this is an atypical situation, more companies in the waste industry are focusing on handson attention to detail and customer service in an effort to win and maintain clients. And in order to motivate their employees to provide top-notch customer service, companies are increasingly seeking ways to keep them happy.

According to Bruce Parker, president and CEO of the Washington -based National Solid Wastes Management Association, a growing number of companies, particularly independent companies,

are focusing on customer service as a way of increasing business. "In the independents' minds, it gives them an edge," Parker says.

Now that the solid waste industry is competitive and healthy, and consolidations have slowed down, companies are looking at their core values and services, Parker adds. "They're really emphasizing safety and personnel issues," he says. "And, all things being equal, customer service is a very important competitive tool."

For a waste hauler with hundreds of employees, it may not seem like an easy task to keep employees satisfied. However, using a combination of teambuilding activities and financial incentives can work well. For instance, Longwood, Fla.-based Waste Pro USA, whose CEO John Jennings picked up company carts on the eve of Hurricane Jeanne, homonthly Saturday cookouts for up to 250 employees and their family members. The events give



Now that the solid waste industry is competitive and healthy, and consolidations have slowed down, companies are looking at their core values and services.

employees a chance to talk with fellow workers and company executives. A different safety or training topic also is addressed at the meetings.

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Waste Pro also provides financial incentives to its employees through its Franklin Awards, which allow managers to give \$100 to workers with exemplary job performances in a particular month.

In addition, the company gives annual bonuses of up \$250 a year to mechanics, yard men and executives anke. The company also has a \$10,000 award program exclusively for its truck drivers. Drivers who have been with the company a minimum of three years, have missed no work and have logged no accidents or customer complaints are eligible for the award.

"My father taught me that work is where you spend the majority of your waking hours, and so you want employees to be fulfilled in their jobs," Jennings says. "Happy employees translate into happy customers."

The manner in which a company pays its employees also can have an effect on providing good customer service. "Drivers tend to rush if they're paid by the day," says Bob Hyres, vice president of corporate development for Waste Pro. "If they're paid by the hour, we've found they provide a better level of service by not rushing."

When companies combine several successful motivational tactics, an added bonus is that they rarely

have trouble recruiting and retaining quality workers, including those experienced in solid waste hauling and with commercial driver's licenses (CDLs). Waste Pro says it has a waiting list of people who want to work for the firm.

Collectively, a service-oriented approach to business may also let a company command higher prices for its contracts. For 23 out of its 30 new contracts in the past three years, Waste Pro was not the lowest bidder, indicating its image and the service it provides has helped secure new accounts, Hyres says. Waste Pro's recent contract for servicing 20,000 homes in Seminole County, Fla., was 17 percent higher than its competitors, Jennings says.

While motivating employees to provide great service is key to customer satisfaction, projecting a personalized image to the public can help reach out to clients as well. Waste Pro, for instance, does not use automated calling systems, and its trucks are custom decorated with recognizable regional symbols for each market. For example, the firm's trucks in Athens, Ga., feature the beloved bulldog mascot of the University of Georgia. The names of the driver and helper of a particular vehicle are also painted on the doors to instill employee pride.

Jennings is beginning to see more of his competitors focus on motivating employees and providing good customer service to gain more business and attract qualified personnel.

"In the South, in particular, where economies are strong, many companies are having trouble getting employees," Hyres says. "I think more of them recognize that this is a great way to enhance business."

> — Kathleen M. White Contributing Editor Portland, Oregon



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BISTRONT IOADIIR

Waste Pro

Longwood, Els.

Gators, grouper, sharks and mermaids are just a few of the creatures that grace the sides of Waste Pro's trucks and containers and keep the company swimming with customers throughout Florida, Georgia and South Carolina. To help establish a local connection, the company paints locally inspired themes on the sides of all of its vehicles.

After consulting with district mangers, Charles Ewing, Waste Pro's

president, designs the themes (not limited to water-faring creatures) "to build community pride and establish a local connection," says Bob Hyres, the company's vice president.

So, trucks at Kennedy Space Center feature a space shuttle. Vehicles in Athens, Ga., home to the University of Georgia, depict the school's mascot, a bulldog. And the winning entry, a Mack/New Way front loader that hails from Gainesville, Fla.,

where Waste Pro handles a large portion of the city's commercial waste, reminds customers they are in "gator country."

To provide continuity, all of Waste Pro's trucks, containers, dumpsters and carts use a blue and green environmental color scheme. Another common denominator is keeping vehicles clean, which Hyres says is essential to the company's good service reputation.

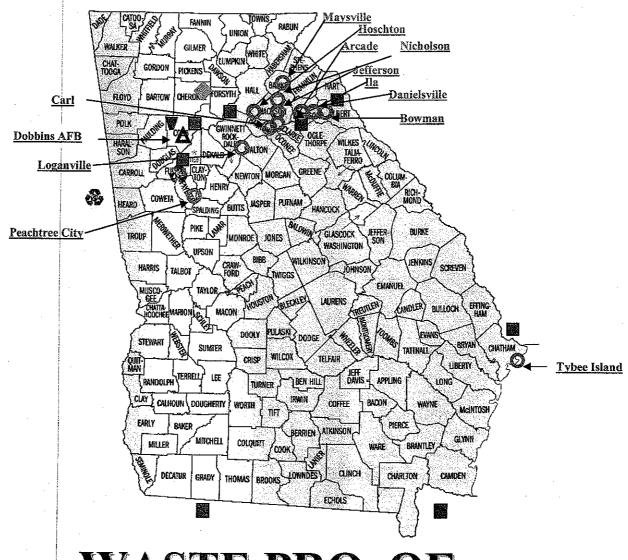


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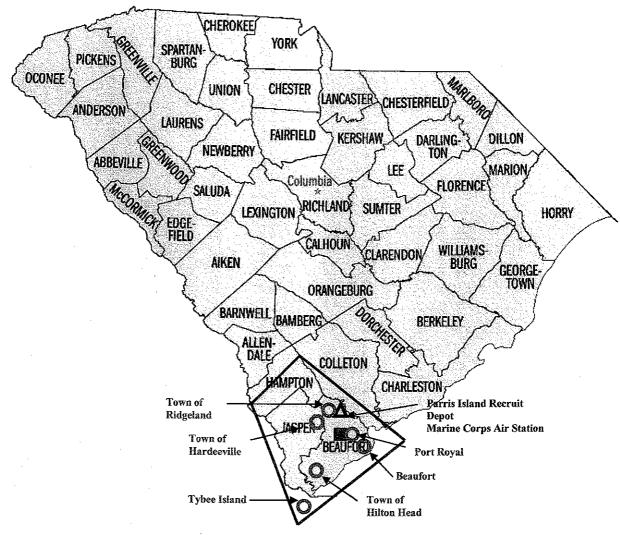
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Fax: (828) 250-6081 **Purchasing Agent**

E-mail: purchasing@buncombecounty.org

Request for Proposals # SWF-2010

July 31, 2009

Pursuant to North Carolina General Statute 153A-136 and Chapter 62, Division 2 of the Buncombe County Code of Ordinances, proposals will be received by the Purchasing Division for the County of Buncombe for the following:

Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of Recyclables in Unincorporated Areas of Buncombe County

Proposals will be received by the Purchasing Division for the County of Buncombe at 2 p.m. on August 25, 2009 in the offices of Buncombe County Planning and Development, and may be mailed to 46 Valley Street, Asheville, NC 28801, or may be delivered in person to that same address. A mandatory pre-bid conference will be held on August 11, 2009, at 2 p.m. in the offices of Buncombe County Planning and Development at that same address to discuss the proposal process and franchise to be granted.

It is the intent of the Buncombe County Board of Commissioners to grant a 10-year exclusive franchise for the collection and disposal of solid waste and collection of recyclables in unincorporated areas of Buncombe County. The Board of Commissioners shall consider information on proposals received and granting a franchise at its regular meetings on September 15 and October 6, 2009.

Complete specifications and instructions are enclosed.

Buncombe County encourages proposals from minority businesses by providing certified minorities an equal opportunity to participate in all aspects of the proposal process. Buncombe County reserves the right to reject any or all proposals and to waive informalities.

Request Authorized by:

Jon E. Creighton, Assistant County Manager Michael Frue, County Attorney Jennifer Pike, Purchasing Agent

1. PROPOSALS - GENERAL CONDITIONS

- 1.1. Proposals for an exclusive franchise for the collection and disposal of residential solid waste and the collection of recyclables in unincorporated areas of Buncombe County will be accepted through 2 p.m. on August 25, 2009. A <u>mandatory</u> pre-bid conference will be held on August 11, 2009, at 2 p.m. in the offices of in the offices of Buncombe County Planning and Development, 46 Valley Street, Asheville, NC, to discuss the proposal process and franchise to be granted.
- 1.2. Sealed proposals may be mailed to Buncombe County Planning and Development, 46 Valley Street, Asheville, NC 28801, or may be delivered in person to that same address. <u>Fax copies will not be accepted</u>. Mark all envelopes containing proposals as "Proposal for Franchised Collection, RFP # SWF-2010." If a vendor does not want to submit a proposal but desires to acknowledge the receipt of the RFP, the reply envelope shall be marked "No Bid".
- 1.3. GOVERNING LAW AND FORUM. Submission of a bid shall constitute acknowledgment and agreement by the bidder that the law of North Carolina governs the bidding process and any contract awarded pursuant to a bid. Any litigation in which Buncombe County is a party pertaining to a bid, or any litigation to enforce or interpret the terms of a contract awarded pursuant to a bid, must be brought in the General Court of Justice of Buncombe County, which shall have exclusive venue and jurisdiction.
- 1.4. A public opening will be conducted for this process at which time all proposals will be opened and the name of the bidder and proposed monthly fee per subscriber shall be read to the public. Bidders or their authorized agents and other interested parties are invited to be present. A bidder may not withdraw his bid for a period of sixty (60) days after the opening thereof.
- 1.5. Handicapped Accommodations: If a person with a handicap, including vision or hearing impairment or a person needing handicap or any special type of accommodations, desires to attend a pre-bid conference, public bid opening, or desires to meet with the Purchasing or other County staff, the Purchasing Department should be notified at least two (2) days in advance. Reasonable accommodations for that person will be arranged.
- 1.6. Buncombe County encourages proposals from minority businesses by providing certified minorities an equal opportunity to participate in all aspects of the procurement process.
- 1.7. TRADE SECRETS: This RFP and all responses are considered public information, except for trade secrets specifically identified, which will be handled according to state statutes or other laws. Any information that contains trade secrets shall be communicated to Buncombe County by the bidder. Any page of the bidder's proposal that is deemed to be a trade secret by the bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters.
- 1.8. FAMILIARITY WITH WORK AND CONDITIONS: Before preparing bids, bidders are urged to inform and familiarize themselves with all conditions involved and under which the work is to be performed.
- 1.9. FAMILIARITY WITH LAWS, ETC.: The bidder is assumed to have made himself familiar with all federal, state, and local laws, ordinances and regulations which may in any manner affect those engaged or employed in the work or the materials or equipment in or upon the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of the ignorance thereof. If the bidder or contractor shall discover any provisions in the specifications or contract which are contrary to or inconsistent with any such law, ordinance, or regulation, the bidder shall forthwith report it to the County's Designated Representative in writing.

- 1.10. INTERPRETATION OF SPECIFICATIONS: If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other contract documents, the bidder may submit to the Buncombe County Purchasing Agent a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Purchasing Agent will not be responsible for any other explanations or interpretations of the proposed document. The bidder shall acknowledge receipt of all addenda in the proposal submitted.
- 1.11. Buncombe County reserves the right to evaluate all proposals and to grant a franchise as determined to be in the best interest of Buncombe County. The County reserves the right to consider any additional incentives that will be provided to subscribers. The County also reserves the unqualified right to reject any and all proposals if it is in the best interest of the County to do so. Incomplete proposals are subject to rejection.
- 1.12. Bidders should understand that in certain cases a bidder may not be technically qualified, and a proposal may be rejected even though it proposes the lowest monthly fee for subscribers.
- 1.13. Standards for Award and Granting of Exclusive Franchise: An exclusive franchise will be granted by the Buncombe County Board of Commissioners to the bidder who in the judgment of the Board will provide the best and most efficient service to citizens in the franchise area. The Board of Commissioners shall consider information on proposals received and granting a franchise at its regular meetings on Tuesday, September 15, 2009, and Tuesday, October 6, 2009. Upon request, information concerning the franchise granted can be obtained from the Purchasing Department.
- 1.14. The acceptance of these terms and conditions by the bidder is held to be a mutual agreement as to each and every clause of this RFP and the terms hereof. The bidder certifies that the proposal submitted is not the result of or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by any law of the State of North Carolina. The bidder also certifies that the proposal submitted is without any connections with any other person or persons connected in any official capacity with Buncombe County, and that no person or persons acting in such capacity are directly or indirectly interested herein or in any of the profit arising or anticipated from this transaction.
- 1.15. It is understood and agreed that the information set forth in the advertisement, this RFP and addenda thereto, instructions to bidders, terms and conditions, specifications, documents related to the granting of the franchise, and Buncombe County of Ordinances, Article II, Section 62-41 through Section 62-47, together with the proposal submitted by the bidder, shall form a part of and be construed as the contract for the franchise to be granted under the same.
- 1.16. DEFINITIONS: Whenever in these specifications, contract, and/or other documents the following terms are used, the intent and meaning shall be interpreted as follows:

APPLICATION: The prepared forms and information that the bidder is to submit or has submitted for the contemplated work. The terms "bid" and "proposal" and "application" shall be considered the same.

BID: The prepared forms and information that the bidder is to submit or has submitted for the contemplated work. The terms "bid" and "proposal" and "application" shall be considered the same.

BIDDER: Any individual, firm, corporation, or partnership submitting a bid for proposal of the work contemplated.

CONFLICTING TERMS: Where any item in the General Conditions conflicts with or is inconsistent with an item contained elsewhere in the contract documents, the item set forth elsewhere in the contract documents shall control.

CONTRACT: The contract shall include the bidder's proposal, advertisement for bids, this RFP and addenda thereto, instructions to bidders, terms and conditions, specifications, insurance certificates, and all other documents related to the granting of the franchise, including Buncombe County Code of Ordinances, Article II, Section 62-26 through Section 62-47.

It is understood that all items and sections herein contained are hereby made a part of the specifications and contract and are to be considered one instrument. The intent is to make them explanatory one of the other. No papers attached to or bound with any of the above shall be detached there from, as all are necessary parts thereof.

The sub-headings in these specifications are intended for convenience of reference only, and shall not be considered as having any bearing on the interpretations thereof.

CONTRACTOR: Any individual, firm or corporation to whom a franchise contract as described hereunder is granted by the Buncombe County Board of Commissioners. The terms "Franchised Collector" and/or "Franchised Hauler" may be used interchangeably with the term "contractor" and shall be considered the same.

COUNTY'S DESIGNATED REPRESENTATIVE: The County's Designated Representative shall be the Assistant County Manager who oversees the Solid Waste Management Department. Currently, the County's Designated Representative is Mr. Jon Creighton, Assistant County Manager, 205 College Street, Suite 300, Asheville, NC 28801, phone (828) 250-4830, fax (828) 250-6086.

PROPOSAL: The prepared forms and information that the bidder is to submit or has submitted for the contemplated work. The terms "bid" and "proposal" and "application" shall be considered the same.

SPECIFICATIONS: The directions, requirements, and provisions herein contained in this RFP and addenda thereto, relating to the method and manner of performing the work, or the quantity and quality of material to be furnished, or the results to be obtained under the contract.

SUBCONTRACTOR: Any individual, firm or corporation with whom a contractor, with the written consent of the Buncombe County Board of Commissioners, sublets, assigns, or otherwise disposes of any part of the work covered by the contract.

2. CONTRACT WORK - GENERAL CONDITIONS

- 2.1. EXECUTION OF CERTIFICATE OF ACCEPTANCE OF CONTRACT AND FRANCHISE: In accordance with and as described in Buncombe County Code of Ordinances, Article II, Section 62-45(b)(1), the successful bidder shall execute a Certificate of Acceptance within two (2) weeks following the granting of a franchise. The Certificate will be furnished by and in the form prescribed by Buncombe County. Buncombe County reserves the right to reject any and all bids until the time the contractor executes and returns to the County the Certificate of Acceptance accepting the terms and conditions of the contract and franchise granted.
- 2.2. SCOPE: The work to be performed under these specifications is to cover the completed work called for herein. The contractor shall furnish all vehicles, machinery, tools, equipment, materials, and labor necessary to complete the work.

- 2.3. OBSERVANCE OF LAWS: The contractor shall at all times observe and comply with all federal, state and local laws, ordinances, regulations, and all such decrees as exist at present or may be enacted during the franchise term, by bodies or tribunals having any jurisdiction or authority over the work, in any manner affecting the conduct of the work. No plea of misunderstanding will be considered on account of the contractor's ignorance thereof.
- 2.4. PERMITS AND LICENSES: The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary, for the due and lawful prosecution of the work unless otherwise noted in the specification or plans herein.
- 2.5. NOTICE AND SERVICE THEREOF: All notices to the contractor shall be in writing and shall be signed by an authorized representative of the County. Such notices can be delivered in person to the official representative of the contractor or mailed to the contractor's official address. Such delivery in person or by mail shall constitute service of the notice.
- 2.6. ASSIGNMENTS: The contractor shall not sublease, subcontract, convey, assign or otherwise transfer the whole or any part of this contract or franchise without written approval and consent of the Buncombe County Board of Commissioners and which approval and consent may be withheld by said Board for any reason.
- 2.7. PUBLIC CONVENIENCE AND SAFETY: The contractor at all times shall conduct the work in such a manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public shall be satisfactorily provided for.
 - The contractor shall, at his own risk and expense, protect buildings, bridges, fences, walls, property monuments, pipes and other structures and objects legally existing adjacent to the work being performed; and in the event of any injury to such public or private property by reason of, or consequent upon any act, omission, neglect or misconduct in the execution of the work provided for herein, the contractor shall, at his own cost and expense make all such repairs as may be necessary to restore such property to its former condition.
- 2.8. INDEMNIFICATION OF THE COUNTY: The contractor shall indemnify and hold harmless and keep harmless the County from and against any and all liabilities, claims, demands and judgments for damages arising out of or from injury to or death of persons or damage to property arising out of or as a result of any act or omission of the contractor in connection with the performance of the work.
- 2.9. INSURANCE: The contractor shall be required to procure and maintain, at its sole cost and expense, insurance as follows:
 - 2.9.1. Workers compensation coverage at the statutory limits in compliance with applicable state and federal laws. Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits. Employer's liability with minimum limits of \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit.
 - 2.9.2. Comprehensive general liability covering all operations performed by the contractor or by any subcontractor with minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate. Contractor shall also provide a minimum umbrella limit of \$1,000,000 per occurrence.
 - 2.9.3. Automobile Liability insurance covering all owned, non-owned, and hired vehicles, with a combined single limit per occurrence of \$1,000,000 and a minimum umbrella limit of \$1,000,000 per occurrence.

- 2.9.4. Contractual Liability Insurance covering the contractor's assumption of liability under indemnification of the County as required by Section 2.8 of the General Conditions of this contract, with the same limits as in item 2.9.2 above.
- 2.9.5. The contractor shall provide the County with certificates of insurance evidencing the above amounts. All liability certificates shall name Buncombe County as an additional insured.
- 2.9.6. Before commencing work, and annually thereafter during the term of the franchise, the contractor shall furnish the County's Designated Representative with certificates of insurance on an approved form. The certificates shall provide that policies shall not be canceled or changed until thirty (30) days written notice has been given to Buncombe County. All insurance shall be procured from reputable insurers authorized to do business in North Carolina. Before approving any agreement between the contractor and the subcontractor, the contractor shall require and furnish certificates of insurance from the subcontractor certifying that provisions itemized above are in full force and effect.
- 2.10. PERFORMANCE BOND: Before commencing work, the contractor shall furnish to the County a performance bond in the minimum amount of One Million Dollars (\$1,000,000). The contractor is required to procure and maintain the performance bond at its sole cost and expense. The performance bond shall remain in effect for the first two (2) years of the term of the franchise (January 1, 2010 December 31, 2011).
 - 2.10.1. All bonds shall be in the forms prescribed by law or regulation and be executed by such sureties legally authorized to do business in the State of North Carolina.
 - 2.10.2. If the surety on any bond furnished by the contractor is declared bankrupt or becomes insolvent or its right to do business is terminated or it ceases to meet the requirements herein, the contractor shall within five days thereafter substitute another performance bond, which must be acceptable to Buncombe County.
- 2.11. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION ASSURANCE: Buncombe County is firmly committed to a policy of non-discrimination in employment and to a program of achieving total equality of opportunity for all applicants and employees through aggressive affirmative action. All applicants are recruited and employed without regard to race, creed, color, national origin, religion, political affiliation, marital status or physical condition, sex or age (except where physical condition, sex or ages are legitimate occupation qualifications), or any other non-merit factor. County employees are treated equitably without regard to these non-merit factors throughout their employment.
- 2.12. NONDISCRIMINATION IN EMPLOYMENT: During the term of the franchise, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, color, or religion, sect, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.13. DRUG-FREE WORKPLACE: The Buncombe County Board of Commissioners requires all vendors or contractors providing supplies and/or service to the County of Buncombe to maintain a drug-free workplace. Companies that provide supplies and/or services to the County shall certify that they

- have implemented effective policies and procedures to maintain a drug-free workplace. Upon request, the contractor shall provide documentation to support this certification.
- 2.14. FAILURE TO COMPLY WITH CONDITIONS OF FRANCHISE AND FORFEITURE: Failure to comply with the terms and conditions of this contract and any franchise granted hereunder shall be addressed as set forth in Buncombe County Code of Ordinances, Article II, Section 62-45(b)(10). A franchised collector may forfeit the franchise through express written waiver, nonuse, or abandonment, as found by the Buncombe County Board of Commissioners.

3. BACKGROUND INFORMATION

- 3.1. The Buncombe County Board of Commissioners adopted an ordinance for the collection, transportation, and disposal of solid waste, including regulating the collection and disposal of solid waste by franchised collectors and haulers in the unincorporated areas of Buncombe County (Buncombe County Code of Ordinances, Article II, Section 62-26 et seq.). Information on ordinances is available at http://www.buncombecounty.org/governing/ordinances/, or upon submission of a request to the County's Designated Representative.
- 3.2. It is the intent of the Buncombe County Board of Commissioners to grant an exclusive franchise for the collection and disposal of solid waste and collection of specified recyclable items in the unincorporated areas of Buncombe County. The franchise term will be for a period of ten (10) years. The franchise term will begin on January 1, 2010, and will expire at midnight on December 31, 2019.
- 3.3. The current franchise agreement will expire at midnight on December 31, 2009.
- 3.4. According to the 2000 Census, Buncombe County had a population of 206,310 people, of which 122,262 lived in unincorporated areas. According to the North Carolina Office of State Budget and Management, the County's 2007 official population estimate is 225,609 people, of which approximately 130,792 live in unincorporated areas.
- 3.5. The County currently receives approximately 100 tons of solid waste per day for disposal under the current franchise agreement.
- 3.6. In 1995, Buncombe County required the franchised collector(s) in Buncombe County to provide recycling by the "blue bag" system. This enables all subscribers of a franchised collector in the unincorporated areas of the County to have curbside pickup of co-mingled recyclables, as well as newsprint and corrugated cardboard.
- 3.7. The Buncombe County Solid Waste Management Facility, or landfill, is located at 81 Panther Branch Road. The Buncombe County Transfer Station is located at 190 Hominy Creek Road. The hours of operation for the landfill and transfer station are Monday through Friday, 8 a.m. to 4:30 p.m., and Saturday, 8 a.m. to 1 p.m.
- 3.8. The County operates three (3) recycling drop-off centers: one at the landfill, one at the transfer station, and one at Earthfare at the Westgate Shopping Center on Patton Avenue. The centers have received wide public approval. Buncombe County plans to continue the operation of these centers through the life of this franchise agreement; however, the County retains the right to open additional centers or close them at its discretion during the life of the franchise agreement. Information regarding these centers is provided for informational purposes only. The franchised

- collector shall not bring to the landfill or transfer station any recyclables required to be picked up as a part of basic service. See Section 5.10.
- 3.9. Other information on Buncombe County's Solid Waste Management Program is available at www.buncombecounty.org/solidwaste.

4. PARTICIPATION IN THE FRANCHISED COLLECTIONS PROGRAM

- 4.1. Participation in the franchised collections program is at the sole discretion of the occupant, owner, tenant, lessee, or proprietor of a residence or place of small business in unincorporated areas of the County. Residents may elect to have their refuse and recyclables collected by the franchised collector, or they may take it to the landfill or transfer station. Residents who transport and dispose of their own solid wastes must pay established fees for the disposal of refuse or recyclables at the landfill or transfer station. Residents who transport and dispose of their own solid wastes, as well as commercial, industrial, and institutional properties, shall comply with the rules and regulations of the County Health Department and the County's Solid Waste Ordinance.
- 4.2. The areas to be served are all areas that lie outside of the corporate limits of the municipalities within Buncombe County. Should any portion of any unincorporated area, town or city be annexed or incorporated during the term of this franchise, that area shall then be expressly excluded from the provisions of this franchise. Except through the provisions outlined herein, the franchised collector shall not request or receive any adjustment in fees as a result of any annexation or incorporation.
- 4.3. The franchised collector shall render continuous, weekly service on a regular schedule, as approved by the County's designated representative, to every residence or place of small business in the area in unincorporated areas of Buncombe County, provided that the occupant, owner, tenant, lessee, or proprietor of a residence or place of small business is willing to subscribe to and pay for the services. For purposes of franchised collection services, "small business" shall only include those businesses whose weekly refuse disposal needs do not exceed those allowed for subscribers under Section 5.3 herein. Occupants, owners, tenants, lessees, or proprietors of such residence or place of small businesses who are users of franchised collection services are hereinafter referred to as subscribers.
- 4.4. The franchised collector shall be responsible for providing basic service to all subscribers in unincorporated areas of Buncombe County that request and subscribe to the collection of refuse. Basic service is considered curbside/mailbox pickup. As a part of basic service, the franchised collector also shall provide curbside recycling at no additional cost to the subscriber. Refusal to offer basic service to a subscriber may result in forfeiture of franchise rights.
- 4.5. Premium service is considered back-door pickup and/or pickup down a long, remote private driveway. The bidder shall provide a description for and details of additional costs for premium service. Premium service to any subscriber may be provided at the sole discretion of the franchised collector.
- 4.6. Collection of fees from subscribers for service provided will be the sole responsibility of the franchised collector.
- 4.7. If residents or other persons needing collection services call an agent of Buncombe County to request service, those residents will be referred to the franchised collector.

4.8. The franchised collector shall maintain an office within Buncombe County which shall be equipped with a local telephone number and adequately staff with qualified personnel as may be necessary to receive and process subscriber service requests, inquiries, or complaints. The offices of the franchised collector shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, during the term of the franchise.

5. COLLECTION AND DISPOSAL

- 5.1. The franchised collector shall provide refuse collection and collection of recyclable items on a weekly basis to all subscribers. Collection of refuse and recyclable items shall be scheduled on the same day. Collection will be done Monday through Friday. In the event of inclement weather or if for any other reason collection is missed, every effort must be made to pick up refuse and recyclable items the next day. In case of holidays or emergencies, Saturday collection is allowed by approval of the County's Designated Representative.
- 5.2. The franchised collector shall be responsible for setting the day(s) of collection. On or by November 30, 2009, the franchised collector will furnish the County's Designated Representative with a detailed map and schedule showing the areas to be collected by the day and by the week. Once the collection day has been set for an area, the day can not be changed without the approval of the County's Designated Representative.
- 5.3. Each subscriber will be allowed to dispose of up to four (4) 32-gallon size bags or four (4) standard 33-gallon cans of refuse per week. The franchised collector shall dispose of any additional bags or cans at a cost of \$1.00 each.
- 5.4. The franchised collector **is required** to transport and deliver <u>all</u> solid waste collected under this franchise to the County-owned landfill on Panther Branch Road or to the Transfer Station. The franchised collector is responsible for paying all tipping fees associated with disposal of solid waste. No solid waste may be transported to, transferred, or disposed of at any other location within Buncombe County or outside of Buncombe County without the written, advance approval of the County's Designated Representative.
- 5.5. The County reserves the right to change the disposal site and assign a new disposal site at any given time. If the disposal site is changed, the County shall notify the franchised collector at least sixty (60) days in advance of the proposed change.
- 5.6. Collection of recyclables shall be by the "blue bag" system in which all recyclable items are commingled in one container. The franchised collector shall collect all recyclable items placed at the curb in blue bags on the service day at each location, regardless of the amount. Recyclables must be placed in a separate collection vehicle or placed in a bin on the vehicle that is separate from other waste collected. There is no minimum or maximum on the volume of the recyclable materials to be collected. The franchised collector is not required to collect recyclable items that are mixed with trash or other debris.
- 5.7. Items to be recycled shall include newspapers; glass bottles and jars (brown, green, and clear); aluminum and steel cans; plastic bottles; HDPE and PET plastic containers (natural, clear, and colored); and corrugated cardboard bundled no larger than thirty (30) square inches and not exceeding fifty (50) pounds.
- 5.8. Buncombe County may expand its recycling program in the future. The franchised collector shall be able to accommodate one additional recyclable at no charge to the subscriber.

- 5.9. When recyclable materials are mixed with trash or other debris, the franchised collector shall leave the recyclable items at the curb and attach a hanger or sticker designed and supplied by the franchised collector to those bags found unacceptable for collection. The sticker/hanger shall include information on why the collection was not made and a telephone number to contact for more information. On or by November 30, 2009, the sticker/hanger shall be submitted to the County's Designated Representative for approval.
- 5.10. It will be the franchised collector's sole responsibility to market, transport and deliver all recyclable items collected. Recyclables that the franchised collector is required to collect as identified in Section 5.7 shall not be transported or delivered to or accepted by the Buncombe County Solid Waste Management Facility or Transfer Station. The franchised collector shall be solely responsible for compliance with federal, state, and local laws, including but not limited to equipment and permitting requirements applicable to the transport, delivery, and/or processing of recycling and resource recovery equipment and facilities. At no time should the franchised collector expect a reduction in the tipping fee from Buncombe County or an increase in the monthly subscriber fee because of unacceptable or unmarketable recyclable materials.
- 5.11. The franchised collector may bring those recyclable materials to the Buncombe County Solid Waste Management Facility which are not required to be collected as a part of basic service under this franchise (e.g., white goods, electronics); provided, however, that the franchised collector shall be responsible for paying any fees charged by the landfill facility related to the recyclable materials to be accepted.
- 5.12. It will be the franchised collector's responsibility to verify to the County the amount of recyclable items collected and marketed. A report will be sent to the Manager of the Solid Waste Department by the tenth of each month for the previous month's collections. The report will contain (a) the quantity of materials received and (b) the percentage of recyclable materials disposed of because of unacceptable quality. Actual weights of recyclables must be obtained by using scales certified by the North Carolina Department of Agricultural and Consumer Services, Standard Division, 1050 Mail Service Center, Raleigh, NC 27699-1050. Accurate weights are required by the North Carolina Department of Environment and Natural Resources (NCDENR).
- 5.13. If the County finds that at any given time the franchised collector exceeds more than five percent (5%) recyclable rejects because of poor collection methods, the County will notify the franchised collector of probationary status. Continued rejects exceeding five percent (5%) may void the franchise agreement. The franchised collector is responsible for all disposal costs for rejects.
- 5.14. Buncombe County has no control over recycling markets. At no time will the franchised collector discontinue its recycling program or collection of any of the prior mentioned recyclable items without the approval of the Buncombe County Board of Commissioners.
- 5.15. Disposal of yard waste (e.g., brush, leaves, grass clippings, pallets), white goods, and other large items are not covered under this franchise. Those items are banned by law from North Carolina landfills. The subscriber may negotiate with the franchised collector or another contractor for the removal of these items as necessary. If these items are accepted by the franchised collector, the materials must be separated from the solid waste and disposed of in a manner consistent with all federal, state, and local regulations. Other items that may be banned from North Carolina landfills in the future include aluminum cans, plastic bottles, oil filters, tires, and lead acid batteries.
- 5.16. The franchised collector shall comply with all federal, state, and local laws including, but not limited to, health and safety regulations related to the protection of the environment. Vehicles and

containers used for the collection and transportation of solid waste and recyclables shall be loaded and moved in such a manner that the contents will not fall, leak, or spill, and shall be covered when necessary to keep contents dry and to prevent blowing of material. If spillage should occur, the material shall be picked up immediately by the franchised collector and returned to the vehicle or container and the area shall be properly cleaned.

5.17. On or by March 31, 2010, and continuing on an annual basis thereafter throughout the term of the franchise, the franchised collector shall deliver to each subscriber literature explaining the recycling program and materials to be recycled. Said literature will be provided by Buncombe County and is available by submitting a request to the County's Designated Representative at least thirty (30) days prior to the distribution of materials.

6. EQUIPMENT AND PERSONNEL REQUIREMENTS

- 6.1. The franchised collector shall provide all of the vehicles, equipment, personnel, and other items necessary to perform the work granted under the franchise.
- 6.2. The franchised collector shall ensure by all necessary means that sufficient vehicles, equipment, personnel, and other necessary items are available to meet service requirements throughout the term of the franchise. In the event of equipment breakdown, the franchised collector must have an alternate method of pickup arranged in order that service will not be seriously interrupted.
- 6.3. The franchised collector shall keep all vehicles fully licensed and inspected as required by the State of North Carolina. The franchised collector shall comply with any state and local vehicle registration, permitting or regulatory requirements.
- 6.4. All vehicles must be uniformly identified including company name, vehicle number, and phone number. All vehicles should be painted the same color.
- 6.5. Vehicles or containers used for the collection and transportation of solid waste and/or recyclables shall be leak-proof, durable, and of easily cleanable construction. All vehicles, equipment, and/or containers used for collection and transportation shall be maintained in good repair and cleaned as often as necessary to maintain sanitary conditions and prevent a nuisance or insect breeding. There shall be no garbage or recyclable items on the outside of the vehicle in any manner.
- 6.6. A list of all vehicles and equipment to be used with year of manufacture, along with the condition of each, shall be provided in the initial proposal. An updated list shall be submitted to the County's Designated Representative by January 1 on an annual basis thereafter during the term of the franchise.
- 6.7. The County's Designated Representative may inspect vehicles or require other documentation as necessary to ensure all vehicles and equipment meet the specifications outlined herein. The County's Designated Representative also shall work with the franchised collector to conduct inspections as needed to provide the initial and annual written statement required in Buncombe County Code of Ordinances, Article II, Section 62-45(b)(8) and (9).

7. COMPENSATION ADJUSTMENTS

- 7.1. If in any year Buncombe County has an increase in the tipping fee, then the franchised collector will be due an adjustment based on the following: for every \$1.00 increase in the tipping fee that County imposes, the franchised collector will be granted an increase of \$.10 per month per subscriber.
- 7.2. Except as noted in 7.1 above, the County will not entertain increases in the per month subscriber fee before January 1, 2012. The franchised collector may thereafter submit a non-binding request to the County Commissioners for an increase if the percent change in the annual consumer price index for all urban consumers goes above five percent (5%). The index to be used is the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average. All items are published by the United States Department of Labor, Bureau of Labor Statistics.

8. PROPOSAL REQUIREMENTS

- 8.1. The proposal to be submitted by bidders will consist of three (3) components. The first component is a Cover Letter. The second component is the Bidder Information and Cost Proposal Form. The third component will consist of the Technical Proposal as described below. <u>Bidders shall provide</u> their original proposal and one (1) copy.
- 8.2. Cover Letter: The cover letter shall:
 - 8.2.1. State that the proposal represents an offer to do work as described in this RFP.
 - 8.2.2. State that the bidder declares that all documents included in the RFP and addenda, if applicable, have been received and carefully examined, and that the bidder is familiar with the work to be done and understands the requirements for performing the work.
 - 8.2.3. Confirm that the bidder is willing and able to initiate start-up after award of the franchise and begin performing services on January 1, 2010.
 - 8.2.4. State that the signer(s) represent(s) and warrant(s) that the information submitted in the proposal is true and accurate to the best of the signer(s) knowledge.
 - 8.2.5. Be signed and dated by (an) official(s) authorized to bind the bidder.
- 8.3. The Bidder Information and Cost Proposal Form included as Exhibit A hereto shall be completed by the bidder to provide information on the bidder, the monthly subscriber cost, and any other costs or incentives for services as described in these specifications and on the form.
- 8.4. Technical Proposal: This section of the proposal is limited to a maximum of fifteen (15) single-spaced, typewritten pages (11 character font or greater; paper to be supplied by the bidder). The Technical Proposal shall include the following elements:
 - 8.4.1. Provide a statement of ownership and history of the bidder's experience which evidences that the bidder has a minimum of five (5) years' experience in the collection of solid waste and recyclables. Provide the total number of years the bidder has been providing similar services.

- 8.4.2. Provide a list of the names, addresses, and telephone numbers of proposed subcontractors, if any, and the role they will play in the performance of services to be provided under the franchise. Indicate whether the subcontractor is a certified minority business.
- 8.4.3. Provide a description of the qualifications of key personnel who will be involved in the planning, implementation, start-up, and/or ongoing operations of the service.
- 8.4.4. Provide the number of employees currently employed by the bidder and/or proposed subcontractor who will be assigned to work under this franchise. Include a statement on whether or not the number of employees will be increased if awarded this franchise and if so, by how many.
- 8.4.5. Provide a balance sheet for the bidder for the period January 1, 2008 December 31, 2008 or for July 1, 2008 June 30, 2009, showing equity/debt, assets, liabilities, etc., to substantiate the current financial condition of the bidder.
- 8.4.6. Provide the bidder's most recent annual profit and loss statement.
- 8.4.7. Provide a management plan describing how the bidder plans to provide for the collection and disposal of solid waste and collection of recyclables. The description should demonstrate understanding of the franchise to be granted as detailed in this RFP. The description must include, but not be limited to: (a) an explanation of the method(s) that recyclable materials will be collected and how the bidder will minimize the amount of rejects that will be produced; (b) any potential service improvements; (c) a description of how the bidder will ensure the availability of sufficient personnel and equipment to provide satisfactory service; and (d) a description of how the bidder will ensure that quality subscriber services will be provided.
- 8.4.8. Provide a list of vehicles and equipment that will be used in the performance of services to be provided under the franchise. For vehicles, include the year and make of each vehicle, the tag number, fleet number if applicable, odometer reading, and condition.

Exhibit A Bidder Information and Cost Proposal Form – Page One

BIDDER INFORMATION: Name of Firm Submitting Proposal: Web Site Address of Firm, If Applicable: Firm's Street Address, City, Zip Code: Firm's Mailing Address, City, Zip Code: Type of Organization: Individual Partnership Corporation* Non-Profit Check if Applicable: **Certified Minority Business** Name of Official Contact Person: Telephone Number for Contact Person: Fax Number for Contact Person: **Email Address for Contact Person:** On a separate sheet, provide the names and addresses of the firm's officers, directors, owners, and partners, if or as may be applicable. *If the organization is a corporation, attach a certified copy of the corporation's articles of incorporation. **COST PROPOSAL:**

Describe below any additional incentives that will be provided to subscribers:

Monthly Cost Per Subscriber for Basic Service:

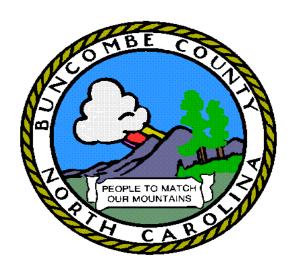
Exhibit A Bidder Information and Cost Proposal Form – Page Two

Pursuant to Section 4.5, the franchised collector may elect to provide premium service to a subscriber. Define and describe your firm's "premium service" for waste collection and/or recyclables, and list all known costs associated with premium service below. Note: The information and cost(s) shown in this section will not be considered in determining the lowest monthly cost per subscriber for basic service.

Addendum #1

Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of Recyclables In Unincorporated Areas of Buncombe County

RFP # SWF-2010



Buncombe County, North Carolina Solid Waste Management Department



Buncombe County Finance Department - Purchasing Division

Mailing Address: P.O. Box 7526 Asheville, North Carolina 28802-7526 Street Address: 35 Woodfin Street

Second Floor, Room C2500

Asheville, NC 28801

Telephone: (828) 250-4130

Fax: (828) 250-6081 Purchasing Agent

E-mail: purchasing@buncombecounty.org

August 14, 2009

Request for Proposals # SWF-2010

Addendum # 1

The following addendum is made to RFP #SWF-2010 issued on July 31, 2009. Sections shown below have been added or amended as shown. If a section number is not shown below, or if a change suggested in the pre-bid conference is not reflected in this addendum, then the section remains as it was stated in the original RFP.

Please acknowledge receipt of this addendum as required in the RFP, Section 8.2.2.

- 1.11.1 Buncombe County reserves the right to negotiate with the successful bidder within or outside of the scope of this RFP in any manner deemed appropriate to serve the best interests of the citizens in the franchise area and for the development or management of its solid waste and recycling programs.
 - 1.12 Bidders should understand that in certain cases a bidder may not be technically qualified, and a proposal may be rejected even though it proposes the lowest monthly fee for subscribers. Bidders should understand that a proposal may be rejected even though it proposes the lowest monthly fee for subscribers if, in the judgment of the Board of Commissioners, the bidder is not be technically qualified and/or will not provide the best and most efficient service to citizens in the franchise area. Technical qualifications will include, but not be limited to, the proposal requirements outlined in Section 8.4.
 - 1.15 It is understood and agreed that the information set forth in the advertisement, this RFP and addenda thereto, instructions to bidders, terms and conditions, specifications, documents related to the granting of the franchise, and Buncombe County of Ordinances, Article II, Section 62-41 Section 62-26 through Section 62-47, together with the proposal submitted by the bidder, shall form a part of and be construed as the contract for the franchise to be granted under the same. The franchised collector shall be required at all times to comply with applicable County ordinances and any amendments thereto.
 - 2.15 PROPERTY RIGHTS: The franchised collector shall maintain a list of all subscribers in unincorporated areas of Buncombe County, including each customer's street and mailing address and phone number, and a description of service(s) provided to each subscriber (e.g., basic service, premium service, provision of carts, etc. The list of current subscribers associated with the contract is deemed to be the property of Buncombe County and shall be provided to the County in its correct form upon request by the County.

- 2.16 TRANSITION OF SERVICES: The franchised collector shall cooperate with the County and any new franchised collector(s) that may be assuming the provision of services hereunder after the end of the franchise period or upon termination of the franchise. This includes, but is not limited to, supplying a list of subscribers and other actions as necessary to effect a smooth transition of services.
- 3.4 According to the 2000 Census, Buncombe County had a population of 206,310 people, of which 122,262 lived in unincorporated areas. The 2000 Census shows 85,776 households in incorporated and unincorporated areas of Buncombe County. There is no "official" current estimate of the number of households in unincorporated Buncombe County. According to the North Carolina Office of State Budget and Management, the County's 2007 official population estimate is 225,609 people, of which approximately 130,792 live in unincorporated areas.
- 3.5 There are approximately 28,000 subscribers of collection services under the current franchise. The rate will be \$14.70 per month for basic service as of September 1, 2009. The County currently receives approximately 100 tons of solid waste per day for disposal under the current franchise agreement. From July 1, 2008 through June 21, 2009, 3,172 tons of blue bag recyclables were collected at the landfill and transfer station from the current franchised collector. The monthly tonnage of recyclables collected from January through July 2009 is as follows:

	1-2009	2-2009	3-2009	4-2009	5-2009	6-2009	7-2009	TOTAL
Tonnage	242.25	181.25	246.00	286.10	191.00	182.50	219.50	1,548.60

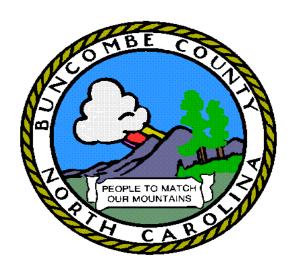
- 3.7 The Buncombe County Solid Waste Management Facility, or landfill, is located at 81 Panther Branch Road. The Buncombe County Transfer Station is located at 190 Hominy Creek Road. The hours of operation for the landfill and transfer station are Monday through Friday, 8 a.m. to 4:30 p.m., and Saturday, 8 a.m. to 1 p.m. The landfill and transfer station are owned and operated by Buncombe County. The current projected remaining life of the landfill is 15-18 years. The County does not foresee a change in the disposal site during the term of this franchise.
- 3.10 Effective September 1, 2009, tipping fees will increase at the Buncombe County Landfill and Transfer Station. Landfill fees will increase to \$43 per ton. Transfer station fees will increase to \$47 per ton. This is an increase of \$5 per ton.
- 3.11 There is one Materials Recycling Center (MRF) located in Buncombe County: Curbside Management, Inc., 116 N. Woodfin Avenue, Asheville, NC 28804, phone (828) 252-2532, web site: www.curbie.com. Although the contract does not require the franchised collector to use this facility, the County does encourage supporting local businesses.
- 3.12 Buncombe County is presently working on a proposed amendment to the solid waste ordinance, Buncombe County Code of Ordinances, Article II, Divisions 1 and 2. It is anticipated that the proposed amendment will be considered by the Board of Commissioners prior to the award of the franchise to be granted hereunder. Bidders will be notified of meetings and provided information related to the adoption of proposed amendments to the solid waste ordinance when available.
- 4.2 The areas to be served are all areas that lie outside of the corporate limits of the municipalities within Buncombe County. Should any portion of any unincorporated area, town or city be annexed or incorporated during the term of this franchise, that area shall then be expressly excluded from the provisions of this franchise. Except through the provisions outlined herein, Notwithstanding any displacement provisions outlined in North Carolina General Statutes, the franchised collector shall not request or receive any adjustment in fees from Buncombe County as a result of any annexation or incorporation.

- 4.5 Premium service is considered back-door pickup and/or pickup down a long, remote private driveway. The bidder shall provide a description for and details of additional costs for premium service. Premium service to any subscriber may be provided at the sole discretion of the franchised collector. All other additional services that may be available to a subscriber, including but not limited to, disposal of yard waste, provision of carts or bins, etc., may be provided at the sole discretion of the franchised collector as well.
- 4.6 **Subscriber billing and** collection of fees from subscribers for service provided will be the sole responsibility of the franchised collector. A regular billing cycle shall be determined by the franchised collector and may be on a monthly or quarterly basis.
- 5.3 Each subscriber will be allowed to dispose of **up to six (6)** 32-gallon size bags or four (4) standard 33-gallon bags or cans of refuse per week, which bags or cans shall have a capacity of not more than 32 gallons each and a weight limit of fifty (50) pounds each. The franchised collector shall dispose of any additional bags or cans at a cost of \$1.00 each.
- 5.6 Collection of recyclables shall be by the "blue bag" system in which all recyclable items are commingled in one container. Subscribers are responsible for providing blue bags. The franchised collector shall collect all recyclable items placed at the curb in blue bags on the service day at each location, regardless of the amount. Recyclables must be placed in a separate collection vehicle or placed in a bin on the vehicle that is separate from other waste collected. There is no minimum or maximum on the volume of the recyclable materials in blue bags to be collected; however; subscribers shall be limited to one (1) 50-pound cardboard bundle per week. The franchised collector shall give subscribers the option to arrange for a separate collection of larger volumes of cardboard that may be generated when subscribers move in or out of a residence. The franchised collector is not required to collect recyclable items that are mixed with trash or other debris.
- 5.7 Items to be recycled shall include newspapers; glass bottles and jars (brown, green, and clear); aluminum and steel cans; plastic bottles **or jugs with tapered necks**; HDPE and PET plastic containers (natural, clear, and colored); and corrugated cardboard bundled no larger than thirty (30) square inches (30 inches by 30 inches) and not exceeding fifty (50) pounds.
- 7.2 Except as noted in 7.1 above or as may be otherwise provided under Buncombe County Code of Ordinances, Article II, Section 62-47, the County will not entertain increases in the per month subscriber fee before January 1, 2012. The franchised collector may thereafter submit a non-binding request to the County Commissioners for an increase if the percent change in the annual consumer price index for all urban consumers goes above five percent (5%) since the start of the contract or the last increase, whichever is later. The index to be used is the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average. All items are published by the United States Department of Labor, Bureau of Labor Statistics.
- 8.5 Buncombe County will not consider alternative proposal(s). If the County desires to modify the processes and procedures outlined herein in order to improve the delivery of services to citizens, the County may negotiate with the successful bidder/future franchised collector at the appropriate time if deemed appropriate and in the best interests of citizens in the franchise area.

Addendum #2

Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of Recyclables In Unincorporated Areas of Buncombe County

RFP # SWF-2010



Buncombe County, North Carolina Solid Waste Management Department



Buncombe County Finance Department - Purchasing Division

Mailing Address: P.O. Box 7526 Asheville, North Carolina 28802-7526 Street Address: 35 Woodfin Street Second Floor, Room C2500

Asharilla NO 00004

Asheville, NC 28801

Telephone: (828) 250-4130

Fax: (828) 250-6081 Purchasing Agent

E-mail: purchasing@buncombecounty.org

August 17, 2009

Request for Proposals # SWF-2010 Addendum # 2

The following addendum is made to RFP #SWF-2010 issued on July 31, 2009. Sections shown below have been amended as shown.

Please acknowledge receipt of this addendum as required in the RFP, Section 8.2.2.

- 1.1. Proposals for an exclusive franchise for the collection and disposal of residential solid waste and the collection of recyclables in unincorporated areas of Buncombe County will be accepted through 2 p.m. on August 25, 2009 September 1, 2009. A mandatory pre-bid conference will be held on August 11, 2009, at 2 p.m. in the offices of in the offices of Buncombe County Planning and Development, 46 Valley Street, Asheville, NC, to discuss the proposal process and franchise to be granted.
- There are approximately 28,000 25,000 subscribers of collection services under the current franchise. The rate will be \$14.70 per month for basic service as of September 1, 2009. The County currently receives approximately 100 tons of solid waste per day for disposal under the current franchise agreement. From July 1, 2008 through June 21, 2009, 3,172 tons of blue bag recyclables were collected at the landfill and transfer station from the current franchised collector. The monthly tonnage of recyclables collected from January through July 2009 is as follows:

	1-2009	2-2009	3-2009	4-2009	5-2009	6-2009	7-2009	TOTAL
Tonnage	242.25	181.25	246.00	286.10	191.00	182.50	219.50	1,548.60

- 5.3 Each subscriber will be allowed to dispose of up to six (6) five (5) bags or cans of refuse per week, which bags or cans shall have a capacity of not more than 32 gallons each and a weight limit of fifty (50) pounds each. The franchised collector shall dispose of any additional bags or cans at a cost of \$1.00 each.
- 5.7 Items to be recycled shall include newspapers; **mixed paper**; glass bottles and jars (brown, green, and clear); aluminum and steel cans; plastic bottles or jugs with tapered necks; and corrugated cardboard bundled no larger than thirty (30) square inches (30 inches by 30 inches) and not exceeding fifty (50) pounds.

5.8 Buncombe County may expand its recycling program in the future. The franchised collector shall be able to accommodate ene-additional recyclables at no charge to the subscriber. If additional recyclable materials are added for collection, the County shall notify the franchised collector at least sixty (60) days in advance of the proposed change.