

# RECEIPT

DATE

03/24/05

No.

927969

RECEIVED FROM

Organix Recycling LLC

\$

650.00

Six hundred fifty and  $\frac{00}{100}$ 

DOLLARS

☐ FOR RENT☒ FOR

DF-SW-1911

ACCOUNT

PAYMENT

BAL. DUE

☐ CASH☒ CHECK☐ MONEY  
ORDER☐ CREDIT  
CARD

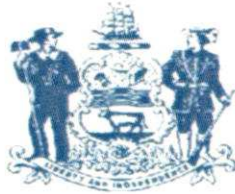
FROM

15035

TO

BY

M.M.



RECEIVED

MAR 24 2025

DNREC - WHS

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES  
COMPLIANCE AND PERMITTING SECTION

89 KINGS HIGHWAY  
DOVER, DELAWARE 19901

TELEPHONE: (302) 739-9403  
FAX: (302) 739-5060

**SOLID WASTE TRANSPORTER PERMIT APPLICATION**

**Instructions:** You must complete this application in its entirety and attach all applicable documentation. (Note: For applicants renewing an existing permit, this application requires the submission of updated information and documentation. References to material submitted under previous applications are no longer accepted.)

The application must be signed by the company owner or a corporate officer. A check or money order payable to the "State of Delaware" must accompany this application and be sent to:

Delaware Department of Natural Resources and Environmental Control  
Compliance and Permitting Section  
89 Kings Highway  
Dover, DE 19901

**1. Type of Permit**

- ☐ New – **SCRAP TIRES ONLY** Submit a check or money order, payable to the "State of Delaware," in the amount of \$75.00.
- ☐ New – **ALL OTHERS** Submit a check or money order, payable to the "State of Delaware" in the amount of \$350.00.
- ☒ Renewal: Permit # DE-SW- 1911 Expiration Date 6/30/2025

Please indicate the term for which you desire your permit to be issued. Submit a check or money order, payable to the "State of Delaware," for the indicated permit fee.

**SCRAP TIRES ONLY**

- ☐ One Year - \$75.00
- ☐ Two Years - \$125.00
- ☐ Three Years - \$175.00
- ☐ Four Years - \$225.00
- ☐ Five Years - \$275.00

**ALL OTHERS**

- ☐ One Year - \$350.00
- ☒ Two Years - \$650.00
- ☐ Three Years - \$950.00
- ☐ Four Years - \$1250.00
- ☐ Five Years - \$1550.00

## 2. Release to Public

Do you wish to be included on the list of transporters that is provided to persons requesting a list of Delaware permitted solid waste transporters? ☐ Yes ☒ No

## 3. Company Information

Company Name Organix Recycling, LLC

Location Address:	Mailing Address:
220 S Commerce Ave,	220 S Commerce Ave,
Russellville,	Russellville,
AR 72801	AR 72801

Contact: James Crownover Title: Environmental Manager

Business Phone: (479) 886-7720 Fax: \_\_\_\_\_

E-mail: james.crownover@denaliwater.com

24 hr Emergency Contact Phone: (479) 595-4508

## 4. Company Ownership Information

(a). Please indicate the company type:

- ☐ Proprietorship  
☐ Partnership  
☐ Corporation - If company is a corporation, indicate city, state, and date of incorporation.

City: \_\_\_\_\_ State: \_\_\_\_\_ Date: \_\_\_\_\_  
☐ Municipality  
☐ Public institution  
☒ Limited Liability Corporation (LLC) State: \_\_\_\_\_  
☐ Other: (must specify) \_\_\_\_\_

(b). For each Owner, Partner, or Corporate Officer, attach a list with name, title, mailing address, date of birth, and % ownership. Include all stockholders owning greater than 5% outstanding shares.

☐ Attachment \_\_\_\_\_

(c). If company is owned by or affiliated with a parent company, attach parent company name, address & mailing address, and % ownership.

☐ Attachment \_\_\_\_\_  
☐ No parent company

**5. Company locations in Delaware**

List name and street address of each company location, including freight terminals, within the State of Delaware.

- ☐ Attachment \_\_\_\_\_  
☒ No Delaware locations

**6. Company Affiliates**

List name, location and mailing addresses, nature of business relationship of all company Affiliates, which affiliates are engaged in the business of waste transport, treatment, storage, disposal, recovery or reclamation. (Affiliated companies are defined as those companies owned by the same owners, corporate officers, or parent company.)

- ☐ Attachment \_\_\_\_\_  
☒ No affiliates

**7. Type of Waste to be Transported**

(a). Check all that apply. Refer to Delaware's *Regulations Governing Solid Waste* for definitions of waste categories.

- ☐ Residential waste  
☒ Commercial waste (from **non-manufacturing, non-processing** businesses and offices)  
☐ Industrial waste (from a manufacturing or industrial process)  
☐ Dry waste: ☐ construction/demolition debris  
☐ trees/stumps  
☐ other (must specify) \_\_\_\_\_  
☐ Ash: ☐ municipal incinerator  
☐ coal ash  
☐ other (must specify) \_\_\_\_\_  
☐ Infectious waste  
☐ Non-hazardous petroleum-hydrocarbon contaminated soils  
☐ Asbestos-containing waste  
☐ Scrap Tires

(b). Does your company collect and transport residential (household) waste from single family homes, condominiums and apartment complexes in Delaware? ☐ Yes ☒ No

(c). If you answered "YES" to question 7.b., above, does your company provide recycling services to those customers? ☐ Yes ☐ No ☒ N/A

(d). If you offer recycling services, does your company collect and transport the recyclables separately from the waste generated by your customers? ☐ Yes ☒ No

(e). If you offer recycling services, are the recyclables ultimately taken to an incinerator (waste-to-energy) or landfill? ☐ Yes ☒ No



## 8. Treatment, Storage, and Disposal Facilities

- (a). Do you cross state lines with the waste? ☒ Yes ☐ No
- (b). Identify in an attachment **all** solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.
- ☒ Delaware Solid Waste Authority locations: (attachment) \_\_\_\_\_
  - ☐ Clean Earth of New Castle, Inc. (thermal treatment facility for PHC-soils)
  - ☐ Delaware Recyclable Products, Inc. (dry waste, commercial, industrial, and PHC-soils )
  - ☐ Other in-state solid waste facilities, including private facilities: (attachment) \_\_\_\_\_
  - ☒ Out of state solid waste TSD facilities: (attachment) \_\_\_\_\_

## 9. Other Transporter Permits

- (a). Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state.)
- ☐ Attachment \_\_\_\_\_
- ☒ Not applicable-No transporter permit required for these solid waste types in our home state.
- (b). List solid waste transporter permits held in other states.
- ☒ Attachment \_\_\_\_\_
- ☐ No transporter permits in other states
- (c). Indicate your Federal DOT number and Motor Carrier number:
- DOT# 1973469 MC# 698200
- ☐ N/A If N/A, please provide an explanation, on the following page, as to why you are not required to have a DOT or MC number.

## 10. Proof of Financial Responsibility

The transporter must submit proof of financial responsibility as established in section 7.2.4 of Delaware's *Regulations Governing Solid Waste*. This proof may be established by a Certificate of Insurance, with MCS-90 endorsement where applicable, or by other means approved by the Department. (The Certificate of Insurance must identify the **Department of Natural Resources and Environmental Control, Compliance and Permitting Section** as the certificate holder.)

- (a). Are you for-hire in interstate commerce? ☒ Yes ☐ No (For-Hire means you are in the business of transporting, for compensation or payment, wastes generated by a company other than your own.)
- (b). Do you transport in the State of Delaware Only (Intrastate)? ☐ Yes ☒ No
- (c). Do you transport Interstate? ☒ Yes ☐ No

- (d). Certificate of Insurance must be attached and include minimum automobile liability coverage as follows:

	<b>FOR-HIRE INTERSTATE</b>	<b>ALL OTHERS</b>
Residential Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Commercial Waste	\$750,000.00 + MCS-90 <input checked="" type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Industrial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Dry Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Ash	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Infectious Waste	\$1,000,000.00 + MCS-90 <input type="checkbox"/>	\$750,000.00 + MCS-90 <input type="checkbox"/>
Non-Hazardous Petroleum Contaminated Soils	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Asbestos	\$1,000,000.00 + MCS-90 <input type="checkbox"/> (For Hire & Private)	\$350,000.00 <input type="checkbox"/>
Scrap Tires Only	\$350,000.00 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>

## 11. Spill Control and Safety

List all spill control and safety equipment which will be carried on each vehicle. (**Note:** Separate lists by type of vehicle and type of waste may be required.) Attach a copy of the Spill Control Plan. The Spill Control Plan **must** contain the following elements: (1) List of safety and spill control equipment carried in the vehicle, (2) Driver preventive measures, (3) Driver immediate corrective actions, (4) Company internal communications, (5) Company external communications including the **Delaware Emergency Reporting Numbers: 1-800-662-8802 and 302-739-9401**, and (6) Cleanup and decontamination measures.

✓ Spill Control Plan: Attachment 1 Page

## 12. Driver Training

**IN SUMMARY OR OUTLINE FORM**, describe the procedures that your company takes to ensure that all company drivers are safe and competent drivers. Small owner-operators may describe their years of experience and driving record in lieu of a formal program.

- Include requirements for special licenses (e.g. CDL, including any special endorsements), any special training received, including dates training was received (e.g. asbestos training), and any ongoing company programs. (e.g. weekly safety meetings or annual refresher courses);
- Include your company procedure for periodic checks of the driver's records for moving violations, and your company policy on progressive counseling/discipline based on points;
- Describe how drivers are instructed in the following:
  - Knowledge of proper handling procedures for the type of solid waste being transported.
  - Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
  - Familiarity with the conditions of the solid waste transporter's permit.

✓ Driver Training, attachment 6 Page 12

### 13. Vehicle Identification

On the form provided with this application, list **MAKE, MODEL, YEAR, SERIAL NUMBER, LICENSE PLATE NUMBER, STATE OF REGISTRATION, MANUFACTURER'S GVWR and OWNERSHIP** of all vehicles used for the transportation of solid waste. You must list both motorized and container units. (If you maintain a list of company vehicles in a computer database you may submit a print out of the vehicles provided it contains the information requested herein.)

**NOTE: You must notify CAPS in writing of any changes to information contained within this application, such as additions or deletions of vehicles, in accordance with conditions of the issued permit.**

☒ Vehicle List Attached

### 14. Vehicle Operator Information

Is a list of all vehicle operators attached? ☒ Yes

What tax form do you submit to the IRS for your vehicle operators?

☒ Form W-2

☐ Form 1099-Misc

☐ Other

### 15. Environmental Record

List all criminal citations, arrests, convictions, civil or administrative violations, and civil or administrative enforcement actions, and the disposition(s) thereof for the violation or alleged violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred. Indicate whether it was a local, state, or federal violation or alleged violation. List all such items for the applicant, and if the applicant is other than an individual, for any employee while employed by the applicant, or any partner, officer, or director of the applicant as an individual or for any former business of such partner, officer, or director. For civil or administrative violations or alleged violations, list all such items for the last five (5) years from the date of the application. Information submitted under this section is subject to verification. **Failure to submit complete and accurate information may lead to permit denial or revocation.**

☐ Attachment \_\_\_\_\_

☒ No violations within the specified time period

### 16. Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, upon personal knowledge and information, the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information.

\*\*Signature Wm. J. Kennedy Date March 5, 2025

Print Name William J Kennedy Title Environmental Manager

**\*\*A legal owner or corporate officer must sign the application\*\***

## **SPILL CONTROL PLAN**

- 1     **Spill Control and Safety Equipment**
  - Reflector Triangles
  - Hi-Viz Safety Outerwear
  - Absorbent Products (Oil-Dri, pads, and socks)
  - Shovel/Broom
  - Traffic Cones
- 2     All loads will be covered with a tarp to prevent accidental discharge during transport
- 3     Driver Inspections
  - The driver will perform a thorough pre-trip inspection at the beginning of every shift in accordance with 49 CFR 392.7
  - The driver will perform a thorough post-trip inspection at the end of every shift in accordance with 49 CFR 396.11
- 4     In the event of an accident or incident which results in spillage/discharge of any product, the driver will utilize spill control equipment to control the release in addition to immediately contacting the Safety Department (708-326-3900)
- 5     The Safety Department will assess the incident to determine if the release has the potential to impact the environment (i.e., petroleum product(s), fuel, etc). If environmental impact is evident or imminent to sewers or soils, the safety department will notify the state emergency response team by calling **911, (302) 739-9401 or (800) 662-8802.**
- 6     The Safety Department will contact Stericycle at **(877) 577-2669** to perform clean-up services. The Safety Department will continue to monitor the incident and notify the appropriate agencies according to federal, state, or local regulations
- 7     This plan will be carried in the "Red Binder" located in every company vehicle





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/3/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 1490 Market Street Suite 3 Lake Charles LA 70601		<b>CONTACT NAME:</b> Lynn Erpelding, CIC, CISR <b>PHONE (A/C, No, Ext):</b> 337-475-7442 <b>E-MAIL ADDRESS:</b> lynn_erpelding@ajg.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Dispatch Parent, LLC; Denali Water Solutions, LLC Organix Recycling, LLC 220 South Commerce Avenue 1st Floor Russellville AR 72801		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Colony Insurance Company <b>INSURER B:</b> National Union Fire Insurance Company of Pittsburg <b>INSURER C:</b> Granite State Insurance Company <b>INSURER D:</b> Gemini Insurance Company <b>INSURER E:</b> AXIS Surplus Insurance Company <b>INSURER F:</b>	
		<b>NAIC #</b> 39993 19445 23809 10833 26620	

## COVERAGES

CERTIFICATE NUMBER: 1932951285

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A D E	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	6/30/2024 6/30/2024 6/30/2024	6/30/2025 6/30/2025 6/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	6/30/2024 6/30/2024	6/30/2025 6/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liability Professional Liability	Y	Y Y	6/30/2024	6/30/2025	Liability Limit \$1,000,000

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

Certificate Holder is included as Additional Insured on the General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions as per endorsement #EPACE101, edition date 07/21. Certificate Holder is included as Additional Insured on the Automobile policy as per endorsement #87950, edition date 09/14. Waiver of Subrogation applies to Certificate Holder as respects the General Liability, Automobile, Workers Compensation and Excess Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. General Liability and Automobile policies are primary and noncontributory pursuant to the policy's term, definitions, conditions and exclusions. Pollution Liability is on Occurrence Basis while Professional Liability is on Claims Made Basis. Policies listed above contain a 30 day Notice of Cancellation, except 10 days in the event of nonpayment.

See Attached...

## CERTIFICATE HOLDER

The Department of Natural Resources and Environmental Control  
Compliance and Permitting Section  
89 Kings Highway SW  
Dover DE 19901

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE





# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC Organix Recycling, LLC 220 South Commerce Avenue 1st Floor Russellville AR 72801
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation Policy #: [REDACTED] covers State of California only.  
Workers Compensation Policy #: [REDACTED] covers all other States.

Excess Liability policies follow form of underlying policies as listed below:

Policy #: [REDACTED] Colony Insurance Company - \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

NAIC #3

Policy # [REDACTED] - Gemini Insurance Company - \$3,000,000 limit and is excess over Automobile and Employer's Liability only. NAIC #10833 Policy #P001 [REDACTED] XIS Surplus Insurance Company - \$2,000,000 xs \$3,000,000 over Automobile and Employer's Liability only. NAIC #26620

AUTO COMPREHENSIVE DED: \$100

AUTO COLLISION DED: \$500

APD applies to all rented/leased vehicles with a cost new value greater than or equal to \$75,000. Vehicles with a cost new less than \$75,000 must be scheduled.

Equipment Coverage:

Policy # [REDACTED]

Carrier: Transguard Insurance Company Policy Dates: 06/30/2024-06/30/2025

Rented/Leased Equipment Limit: \$1,000,000 Scheduled Equipment: \$65,385,890

Deductible: \$50,000 ach occurrence

Cargo Limit: \$100,000 - Any Land Vehicle or Container

Cargo Deductible \$50,000 each occurrence

Trailer Interchange Limit: \$85,000 - Any one trailer, semi-trailer or chassis, Any One Occurrence

Deductible Trailer Interchange: \$2,500

Certificate holder is listed as Loss Payee on Rented/Leased Equipment/Auto as their interest may appear.

Complete list of Named Insureds:

AWS Dredge, LLC; Co-West Commodities, Inc.; Denali Water Solutions LLC; Dispatch Acquisition Holding, LLC; Dispatch Parent, LLC - 1ST NAMED INSURED;  
Aux Arc Solutions, LLC; HydroAg Environmental, LLC; Imperial Western Products, Inc.; New Earth, LLC; NuTerra Finance, Inc.; NuTerra Holdings, LLC; OR  
Composting, LLC; OR Processing, LLC; Organix Composting of Texas, LLC; Organix Recycling, LLC; Robert Endy Commodities, Inc.; Solid Solutions, LLC;  
Swanson Bark & Wood Products, Inc.; Terra Holding Company; Terra Renewal Services, Inc.; TerraGro Farms, LLC; Veris Environmental, LLC; Viridiun  
Equipment, Inc.; Viridiun Products, LLC; Viridiun, LLC; WeCare Denali, LLC

Recycle Name	Recycle City	Recycle State
Arborganic Acres (Green Waste)	Pottstown	PA
Brian Mull (Compost)	Strasburg	PA
Blue Hen Organics (Green Waste)	Frankford	DE
Delaware Solid Waste Authority	Georgetown	DE
Ed Palmatary (Fruit Plus)	Henderson	MD
Eisenhower Feedlot (Fruit Plus)	Wellsville	PA
Graywood Farms (Fruit Plus)	Peach Bottom	PA
Hemlinger's Meadow Hill Farm LLC (Fruit Plus)	Allentown	NJ
Hetrickdale Farms (Fruit Plus)	Bernville	PA
Holland Mulch (Green Waste)	Wilmington	DE
Natures Choice Compost - Cranbury (Green Waste)	Cranbury	NJ
Prince George's County Organics Compost Facility (Compost)	Marlboro	MD
Oakland View Farms (Fruit Plus)	Ridgely	MD
WeCare Denali - Woodbine (Green Waste)	Woodbine	MD
Trenton Renewable Power LLC (Digester)	Trenton	NJ
WeCare Denali - Woodbine (Green Waste)	Woodbine	MD
Trenton Renewable Power LLC (Digester)	Trenton	NJ

Account Name	Address 1: City	Address	Permit Type
Central Vermont Solid Waste Manag	Montpelier	VT	Solid Waste License
Chittenden Solid Waste District Was	Williston	VT	Waste Hauler License
City of Austin Waste Hauler License	Austin	TX	Waste Hauler License
City of Cranston Waste Hauler Licen	Cranston	RI	Waste Hauler License
City of Denton Collection and Transp	Denton	TX	Waste Hauler Permit
City of Fort Collins Solid Waste Perr	Fort Collins	CO	Solid Waste Permit
City of Plano, TX Commercial Recycl	Plano	TX	General Hauler Permit
City of Sevierville Private Refuse Col	Sevierville	TN	Hauling Permit
City of Tucson Litter Fee Waste and	Tucson	AZ	Hauling Permit
Colbert County Solid Waste Collecto	Sheffield	AL	Solid Waste Permit
Delaware Solid Waste Collection Lic	Dover	DE	Solid Waste License
Delaware Solid Waste Transporter P	Dover	DE	Waste Hauler Permit
Dutchess County, NY Solid Waste Lic	Poughkeepsie	NY	Solid Waste License
Federal Motor Carrier Safety Admini	Washington DC	MD	DOT Permit
Kane County Solid Waste and Recycl	Geneva	IL	Solid Waste License
Lake County Solid Waste Hauling & I	Gurnee	IL	Solid Waste License
McHenry County Department of He	Woodstock	IL	Solid Waste License
Miami-Dade County General Hauler	Miami	FL	General Hauler Permit
Northwest Vermont Solid Waste Ma	Fairfax	VT	Hauling Permit
Oklahoma Corporation Commission	Oklahoma City	OK	DOT Permit
Palm Beach County, FL Solid Waste I	West Palm Beach	FL	Solid Waste License
Suffolk County, NY Department of H	Yaphank	NY	Waste Hauler Permit
Texas Motor Carrier Certificate of R	Austin	TX	DOT Permit
Town of Islip, NY Solid Waste Servic	Islip	NY	Solid Waste Permit
Town of Seekonk Trash Hauler Perm	Seekonk	MA	Hauling Permit
Ulster County Resource Recovery A	Kingston	NY	Hauling Permit
Unified Carrier Registration Plan	Springfield	IL	DOT Permit
Vermont Waste Transportation Veh	Montpelier	VT	Waste Hauler Permit
Westchester County, NY Solid Waste	White Plains	NY	Solid Waste License
Western Lake Superior Sanitary Dist	Duluth	MN	Solid Waste License
York County Solid Waste and Refuse	York	PA	Solid Waste License

## Schedule A

TPG Dispatch Holding, L.P.

301 Commerce Street

Suite 3000

Fort Worth, TX 76102

99%



1. **General Hiring Policy for Employee Drivers.** The Company will continue to seek the most qualified driver for all available jobs, without regard to race, sex, color, religious affiliation or any mental or physical condition which does not impair the person's ability to perform the requirements of a job. While we can never guarantee that all persons who are qualified will be hired by the Company, we will do our utmost to see that our policies are implemented in a manner consistent with the spirit and letter of the law. This policy specifically applies to the hiring of otherwise qualified persons who may have some mental or physical impairment which can be reasonably accommodated with due regard for safety in the workplace and for the public. To that end, if you are disabled or should encounter a disability that affects your ability to perform your job, we encourage you to discuss your situation with our Human Resource Department in confidence. We will give honest consideration to any request for accommodation; however, we are not in a position to make commitments until such time that we fully understand your situation and how that may impact other people, our customers, and the Company.

Additionally, the Company will not condone treatment of any of our employees or leased operators in any discriminatory or sexual harassing manner. Put simply, we do not expect any driver or employee to have to work under such conditions. If you feel you have been discriminated against on any basis or have been subject to sexual harassment of any type, you should contact the Human Resources Department, who will work personally and confidentially with you to resolve the situation in a timely manner.

2. **Qualification Criteria** It is the Company's policy to utilize only the best available drivers for the operation of the Company's fleet and for the qualification of all leased operators. In addition to the minimum requirements for selection of drivers as set forth by the Department of Transportation ("DOT") in the Federal Motor Carrier Safety Regulations ("FMCSR"), the following standards and guidelines have been established by the Company as an integral part of its driver selection program:

- (a) **Minimum Age and Experience.** All driver applicants are required to be at least 23 years of age and have a minimum experience operating a tractor-trailer unit of two years. All driver applicants must be able to read and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records.
- (b) **Driver's License.** All driver applicants must have a Class A Commercial Driver's License ("CDL") issued by the driver's state of residence. The Company will obtain a copy of the



driver applicant's current motor vehicle record from the driver's state of residence. In order to be qualified by the Company, the driver must:

- (1) Have no serious traffic violations within the last three years. (serious traffic violations include speeding over the limit in excess of 25 MPH, using a communication device while operating a CMV, disregarding a railroad crossing signal, etc...)
  - (2) Have no current or history of license suspension/revocation.
  - (3) Have no more than three moving violations in the last three years.
  - (4) Have no more than two moving violations in the last twelve months.
  - (5) Have no preventable DOT recordable accident within the last three years.
  - (6) Have no alcohol or drug related conviction, including driving under the influence, within the past 5 years.
- (c) Applications. Each applicant must complete a DOT-approved application. The driver applicant must list, at a minimum, the last ten years of employment history, and any record of arrest, convictions or license revocations or suspensions. Drivers that have submitted an incomplete application will not be subject to qualification as a driver until such time as a completed application is submitted. Providing any false or erroneous information on an application will be grounds for disqualification at any time by the Company.
- (d) Personal Interview. All driver applicants will be interviewed by a Company representative to determine the applicant's qualifications, attitude and motivation toward a driving career with the Company.
- (e) Examinations and Tests. In accordance with the requirements of the DOT regulations for the qualification of drivers, all driver applicants will be required to complete all necessary examinations and tests, including a road test, medical examination, and drug test, prior to being qualified to operate a commercial motor vehicle for the Company. The Company



may accept a previous employer's medical examination certificate, if it was completed within the past one year. However, the Company may, at its discretion, require a driver applicant to be examined by a Company authorized physician to determine the applicant's physical qualifications. The cost of any pre-employment medical examination and drug test must be paid by the applicant. The cost of any recertification medical examination and drug or alcohol test will be paid by the Company for all employees; however, leased operators are solely responsible for the cost of all medical examinations and drug or alcohol tests.

- (f) **Background Investigation.** A thorough investigation into the background and employment history of each driver applicant will be accomplished prior to the applicant being qualified to operate a commercial motor vehicle for the Company. At a minimum, the applicant's previous employment record, Pre-Employment Screening Program (PSP) score, and character and work habits will be investigated. The investigation will be conducted by the Company's Safety Department using any outside service that the Company deems necessary.

**3. Probationary Qualification.** The first 90 days of qualification are considered a probationary or evaluation period. During this period, you will have the opportunity to adjust to the driving duties assigned by the Company, to demonstrate proper abilities and attitudes for the classification for which you are assigned, and to determine whether you are pleased with your position with the Company. The Company, in turn, will be in a position to determine your qualifications and suitability for truck driving. During this period, a driver may be disqualified without further recourse, and if necessary, the probationary period may be extended. Probationary drivers are subject to the terms and conditions of this Manual as far as applicable policies and procedures are concerned.

**4. Driver Qualification File.** The Company will maintain a driver qualification file for each driver that is qualified to operate a commercial motor vehicle for the Company. The information to be included in the driver qualification file will include all documents required by 49 C.F.R. § 391.51, including but not limited to:

- a. Application for Employment.
- b. Inquiries to and responses from previous employers.
- c. A copy of the driver's Motor Vehicle Report.
- d. The driver's Report of Violations (updated annually).
- e. Employer's review of driving record (updated annually).
- f. A valid Medical Examiner's Certificate and/or Waiver.

- g. Proof of a road test or equivalent document.
- h. Driver's data sheet.
- i. Driver's certificate of compliance with CDL licensing requirements.
- j. All documents and records pertaining to drug and alcohol testing.

#### **5. Product Handling and Spill Reporting Training**

All newly hired drivers will receive initial and annual refresher training on product handling, spill control measures including a review of all Spill Control plans and transportation permits/licenses, care and use of emergency equipment, and the proper notification procedures in the event of an incident.

Use this form, or other format which provides the same information, to answer the VEHICLE IDENTIFICATION requirement of the application. List all vehicles, both motorized and container (if a license plate is required on the container) to be used to haul solid waste in the state of Delaware. In addition, list the vehicle owner, owner's address, and domicile address if different from the company address provided in the application.

[illegible]



## Davis, DaQuan (DNREC)

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**From:** James Crownover <James.Crownover@denaliwater.com>  
**Sent:** Thursday, April 10, 2025 12:22 PM  
**To:** Davis, DaQuan (DNREC)  
**Subject:** Re: [EXT]Incomplete De SW Transporter Permit Application (DE-SW-1911)

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

DaQuan,

That will be fine then. Just redact what you can.

Thanks,  
James Crownover



**James Crownover • Environmental Manager**

5417 Pinnacle Point Dr, Suite 202, Rogers, AR 72758

**C:** 479-886-7720

James.Crownover@denaliwater.com

[www.DenaliWater.com](http://www.DenaliWater.com)

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**From:** Davis, DaQuan (DNREC) <daquan.davis@delaware.gov>  
**Sent:** Thursday, April 10, 2025 11:17 AM  
**To:** James Crownover <James.Crownover@denaliwater.com>  
**Subject:** RE: [EXT]Incomplete De SW Transporter Permit Application (DE-SW-1911)

We have already redacted driver names and all personal information. To be able to redact the lease signature/application signature, you will have to fill out a FOIA request. The regulations are outlined in this link [8 Del. Admin. Code § 900](#).

Form of Request includes the following:

3.1.1 All FOIA Requests shall be made in writing to the Agency in person, by email, by fax, or online in accordance with the provisions hereunder. FOIA Requests may be submitted using the FOIA Request Form promulgated by the Office of the Attorney General; provided, however, that any FOIA Request that otherwise conforms with the policy hereunder shall not be denied solely because the request is not on the proper form. Copies of the FOIA Request Form may be obtained from the Agency's website, or from the office or website of any state agency.

3.1.2 All requests shall adequately describe the records sought in sufficient detail to enable the Agency to locate such records with reasonable effort. The Requesting Party shall be as specific as possible when requesting records. To assist the Agency in locating the requested records, the Agency may request that the Requesting Party provide additional information known to the Requesting Party, such as the types of records, dates, parties to correspondence, and subject matter of the requested records.

3.2 Method of Filing Request

3.2.1 FOIA Requests may be made by mail or in person to the FOIA Coordinator at: DNREC FOIA Coordinator, OTS, 89 Kings Highway, Dover, DE 19901, by email to: [DNREC\\_FOIA\\_Request@state.de.us](mailto:DNREC_FOIA_Request@state.de.us), by fax at: (302) 739-6242; or via online request form, which may be found on the Agency's home page at [www.dnrec.delaware.gov](http://www.dnrec.delaware.gov).



Let me know if you have any further questions.

Thank you,



## DaQuan L. Davis

Environmental Scientist I

Division of Waste and Hazardous Substances

302-739-9403

[WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)

89 Kings Hwy SW, Dover, DE 19901

[dnrec.delaware.gov](http://dnrec.delaware.gov)



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**From:** James Crownover <James.Crownover@denaliwater.com>  
**Sent:** Thursday, April 10, 2025 11:59 AM  
**To:** Davis, DaQuan (DNREC) <daquan.davis@delaware.gov>  
**Subject:** Re: [EXT]Incomplete De SW Transporter Permit Application (DE-SW-1911)

DaQuan,

Please see this version and let me know if this still is adequate for you. I have redacted the signatures on lease and then Driver Names and Corporate officer just for their own personal safety's. If this will work with you all then that would be greatly appreciated.

Thanks again for all your help.

Respectfully,  
James Crownover



**James Crownover • Environmental Manager**

5417 Pinnacle Point Dr, Suite 202, Rogers, AR 72758

C: 479-886-7720

[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)

[www.DenaliWater.com](http://www.DenaliWater.com)

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**From:** Davis, DaQuan (DNREC) <[daquan.davis@delaware.gov](mailto:daquan.davis@delaware.gov)>  
**Sent:** Thursday, April 10, 2025 10:51 AM  
**To:** James Crownover <[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)>  
**Subject:** RE: [EXT]Incomplete De SW Transporter Permit Application (DE-SW-1911)

Thank you. I just wanted to ask if you wanted to redact any information on the lease agreements. We publish the application on our website for a few weeks. So, if you want to redact anything, you can submit a redacted version, or I can proceed. Let me know what is preferred.

Thank you,



## DaQuan L. Davis

Environmental Scientist I

Division of Waste and Hazardous Substances

302-739-9403

[WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)

89 Kings Hwy SW, Dover, DE 19901

[dnrec.delaware.gov](http://dnrec.delaware.gov)



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**From:** James Crownover <[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)>  
**Sent:** Wednesday, April 9, 2025 6:02 PM  
**To:** Davis, DaQuan (DNREC) <[daquan.davis@delaware.gov](mailto:daquan.davis@delaware.gov)>  
**Subject:** Re: [EXT]Incomplete De SW Transporter Permit Application (DE-SW-1911)

DaQuan,

Here is that updated application with the status update on trailers and lease agreements for those trucks. As well as the Corporate officer / Parent company information has been updated.

I have also attached the drivers list and updated all the corresponding attachment numbers for you.

If you have any questions over any of this, just give me a call at (479) 886-7720.

Respectfully,  
James Crownover



**James Crownover • Environmental Manager**

5417 Pinnacle Point Dr, Suite 202, Rogers, AR 72758

C: 479-886-7720

[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)

[www.DenaliWater.com](http://www.DenaliWater.com)

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**From:** Davis, DaQuan (DNREC) <[daquan.davis@delaware.gov](mailto:daquan.davis@delaware.gov)>  
**Sent:** Wednesday, April 9, 2025 10:41 AM  
**To:** James Crownover <[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)>  
**Subject:** RE: [EXT]Incomplete De SW Transporter Permit Application (DE-SW-1911)

1-3 days is fine.



## DaQuan L. Davis

Environmental Scientist I

Division of Waste and Hazardous Substances

302-739-9403

[WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)

89 Kings Hwy SW, Dover, DE 19901

[dnrec.delaware.gov](http://dnrec.delaware.gov)



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**From:** James Crownover <[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)>

**Sent:** Tuesday, April 8, 2025 5:06 PM

**To:** Davis, DaQuan (DNREC) <[daquan.davis@delaware.gov](mailto:daquan.davis@delaware.gov)>

**Subject:** Re: [EXT]Incomplete De SW Transporter Permit Application (DE-SW-1911)

DaQuan,

Is it my understanding that I need to have these to you by Thursday would be the 5-business day mark? I'm still awaiting an email back from our legal team with the records. I apologize for the delay I was hoping to have this all back to you within 1-3 days.

Respectfully,  
James Crownover



**James Crownover • Environmental Manager**

5417 Pinnacle Point Dr, Suite 202, Rogers, AR 72758

C: 479-886-7720

[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)

[www.DenaliWater.com](http://www.DenaliWater.com)

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**From:** Davis, DaQuan (DNREC) <[daquan.davis@delaware.gov](mailto:daquan.davis@delaware.gov)> on behalf of WHStranporters <[WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)>

**Sent:** Thursday, April 3, 2025 11:48 AM

**To:** James Crownover <[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)>

**Subject:** RE: [EXT]Incomplete De SW Transporter Permit Application (DE-SW-1911)

Sounds good.





## DaQuan L. Davis

Environmental Scientist I

Division of Waste and Hazardous Substances

302-739-9403

[WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)

89 Kings Hwy SW, Dover, DE 19901

[dnrec.delaware.gov](http://dnrec.delaware.gov)



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**From:** James Crownover <[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)>  
**Sent:** Thursday, April 3, 2025 12:36 PM  
**To:** WHStranporters <[WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)>  
**Subject:** Re: [EXT]Incomplete De SW Transporter Permit Application (DE-SW-1911)

DaQuan,

I will have these back to you within the next day or so. I am awaiting the MCS-90 as well as the lease agreements. I do apologize for the missing information. I have completed the ownership and corporate officer corrections.

Once I get the updated asset data I will have it right back to you.

Respectfully,  
James Crownover



**James Crownover • Environmental Manager**

5417 Pinnacle Point Dr, Suite 202, Rogers, AR 72758

C: 479-886-7720

[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)

[www.DenaliWater.com](http://www.DenaliWater.com)

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**From:** Davis, DaQuan (DNREC) <[daquan.davis@delaware.gov](mailto:daquan.davis@delaware.gov)> on behalf of WHStranporters <[WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)>  
**Sent:** Thursday, April 3, 2025 10:37 AM  
**To:** James Crownover <[James.Crownover@denaliwater.com](mailto:James.Crownover@denaliwater.com)>  
**Subject:** [EXT]Incomplete De SW Transporter Permit Application (DE-SW-1911)

Hello Mr. Crownover,

Thank you for submitting your application to renew your Delaware solid waste transporter permit. Upon review, I have found that some information is missing or needs to be updated. Please address the items listed below:

- **Section 4(b)-** Your ownership information is missing the dates of birth, ownership percentage, and owner's mailing address. Please update your ownership information and send it back
- **Section 4(c)-** Do you have a parent company? Is TPG Dispatch holding the parent company? If so, who owns the remaining 1%?

- **Section 10-** Please provide an MCS-90 endorsement form with the policy number 5717880.
- **Section 13-** Please provide the lease agreements of all 4 vehicles.
- **Section 14-** You did not provide a list of vehicle operators.
- **Section 16-** Someone listed in 4(b) must sign the application. Currently, there are no corporate officers listed.

Please provide the information requested above via e-mail within five (5) days.

Thank you,



## DaQuan L. Davis

Environmental Scientist I

**Division of Waste and Hazardous Substances**

302-739-9403

[WHStranporters@delaware.gov](mailto:WHStranporters@delaware.gov)

89 Kings Hwy SW, Dover, DE 19901

[dnrec.delaware.gov](http://dnrec.delaware.gov)



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ORIGINAL

Date: October 14, 2020

**Schedule No. 4C**

Lessor: Fleet Advantage, LLC

Lessee: Organix Recycling, LLC

[FAID: 20-14517]

Pursuant to the Master Equipment Lease Agreement No. ORGANIXR2018, dated December 6, 2018 (the "Master Lease"), the terms and conditions of which are incorporated herein by reference, Lessor and Lessee, expressly intending to be legally bound, execute this Schedule No. 4C as of the above date (the "Effective Date") for the lease of Equipment specified in this Schedule, on the terms and conditions set forth herein, provided, however, that in the event of any irreconcilable conflict between the terms and conditions of this Schedule and the terms and conditions of the Master Lease, it is the intent of the Parties that the terms and conditions of this Schedule shall prevail in resolving any such irreconcilable conflict.

Equipment:	(8) 2021 Mack Anthem 64T tandem axle Daycab Tractors, and each having the vehicle identification/serial numbers as set forth on Lessee's Certificate(s) of Acceptance.
Lessor's Cost (estimated):	\$133,722.33 per unit (inclusive of upfitting costs of \$12,427.39 per unit)
Primary Term:	75 months
Basic Rent:	\$1,620.45 per unit, per month, paid monthly in advance
Acceptance by (no later than):	October 31, 2020
Mileage Allowance:	65,000 miles per unit, per year, allowable over the Term of the lease.
Excess Mileage Charge:	First 20,000 over-miles at \$0.07 per excess mile, per unit; and thereafter at \$0.12 per excess mile, per unit (in either case, not an average).
Excess cost:	Any excess cost (over and above the Lessor's Cost above), shall be amortized to zero over the Primary Term and factored into the Basic Rent.
Pricing Index and Adjustment:	Upon Lessor Transfer to its assignee, if the interest rates have varied from the date the Lease Proposal for the Equipment on this Schedule was prepared, the Lessor may adjust the Basic Rent accordingly. As of the date of the lease commencement, payments will be fixed for the term of the lease.

**Equipment Delivery and Payment**

The Equipment may be delivered to Lessee over a period of time pursuant to various purchase orders to be assigned by Lessee to Lessor. Lessor may, in its sole discretion, upon receipt of such documentation as Lessor deems necessary or upon other written authorization of Lessee, from time to time, fund the vendors and/or manufacturers of the Equipment and third parties providing services related to the installation of the Equipment (each a "Vendor") an amount equal to the purchase price of the Equipment or services invoiced by the Vendor and any other sums due by Lessor to the Vendor pursuant to any such purchase order. Lessee acknowledges and agrees that Lessor shall receive all benefit from any change in the tax, tariff, or fee imposed on its acquisition of the Equipment, including without limitation any Federal Excise Tax assessed or imposed by any taxing authority, federal, state or local even if approved retroactively. Each such funding shall be (i) shall be amortized to zero over the Primary Term and factored into the Basic Rent payable as set forth in this Schedule commencing on the Base Lease Commencement Date, or (ii) repayable immediately upon demand by Lessor if any Event of Default under this Lease has occurred and is continuing. Lessor's Cost excludes amounts actually credited on Vendor invoices in respect to trade-ins or other credits. Lessee assigns all purchase rights in the above Equipment to Lessor and directs Lessor to issue purchase order.



#### EXchangeIT®, Termination and ExtendIT Options

1. EXchangeIT Option. Subject to the terms of this Schedule, the Lessee may, at the commencement of month 60 of this Schedule, or the commencement of any quarterly period thereafter, elect to exchange equipment (the "EXchangeIT Equipment") for any Equipment leased by Lessor to Lessee pursuant to this Schedule (the "Original Equipment"), provided that (a) no Event of Default under the Master Lease or this Schedule has occurred, and (b) (60) months from the Base Lease Commencement Date, as defined in the Master Lease, have passed (the "EXchangeIT Option").

2. Lessee's Notice; Ordering of Equipment. Subject to the conditions of Paragraph 1 above, and subject to Lessor's credit and financial approvals (which approvals shall not be unreasonably withheld), Lessee may exercise its EXchangeIT Option by notifying Lessor in writing within ninety (90) days after the commencement of month 60, or the commencement of any quarterly period thereafter (the "EXchangeIT Notice Period"), that it desires to replace any or all of the Original Equipment with EXchangeIT Equipment. EXchangeIT Equipment shall be of the same type and class and shall be used for substantially the same purposes as the Original Equipment. Promptly after delivery to Lessor of such notice, Lessee shall obtain bids from equipment dealers with agreed upon specifications for such EXchangeIT Equipment. The equipment dealer selected by Lessor shall be issued a purchase order by Lessor.

3. EXchangeIT Equipment Schedule.

(a) Within ninety (90) days following timely receipt of Lessee's written notice as provided in Paragraph 2 above, a new schedule (the "EXchangeIT Equipment Schedule") setting forth the terms of the lease of the EXchangeIT Equipment shall be prepared by Lessor and executed by Lessee. The EXchangeIT Equipment Schedule shall contain provisions that are substantially similar to the Original Equipment Schedule (except as noted below), and Lessee and Lessor shall enter into substantially similar documentation in connection therewith. In the event that Lessee fails to execute the EXchangeIT Equipment Schedule within ninety (90) days as provided above in this Paragraph 3(a), Paragraph 4(b) shall apply.

(b) The EXchangeIT Equipment Schedule shall also provide that entry into any subsequent EXchangeIT Equipment Schedule for further EXchangeIT Equipment shall be subject to the approval of Lessor in its sole discretion (which approval shall not be unreasonably withheld); and if such approval is withheld, or if the EXchangeIT Option is not exercised, then the term of the EXchangeIT Equipment Schedule shall continue for the full EXchangeIT Equipment Term and all rents reserved therein shall be payable by Lessee. Subject to such approval, subsequent Exchange Equipment schedules shall contain provisions substantially similar to the EXchangeIT Equipment Schedule, including with respect to the lease term and replacement provisions, except for the types of modifications and adjustments contemplated herein.

4. Delivery and Acceptance.

(a) Upon Lessee's acceptance of any unit of EXchangeIT Equipment under the EXchangeIT Equipment Schedule, Lessee shall deliver and return the item(s) of Original Equipment to be replaced in accordance with the terms of the Master Lease and this Schedule. Lessee shall pay all Rent due and payable as of such date (including Basic Rent and other applicable rent) for the Original Equipment at the rate specified in this Schedule, which, in the case of a partial month, shall be prorated at the rate of 1/30th of monthly rate for the actual number of days elapsed and other accrued amounts due up to and including the date of Lessee's delivery and return of such item in the condition required by the Master Lease and this Schedule; and thereupon such Schedule shall terminate as to such surrendered item, and the EXchangeIT Equipment Term shall commence.

(b) If the EXchangeIT Option is properly exercised by Lessee, but Lessee fails to execute an EXchangeIT Equipment Schedule within the ninety (90) day period referenced in Paragraph 3(a), there shall be no exchange and Lessee shall continue to pay all rents reserved under the Master Lease and this Schedule for the balance of the term of this Schedule.

5. ExtendIT Option. Subject to the terms of this Schedule, the Lessee may elect to extend the term of this Schedule as set forth herein for an additional twelve (12) months for any unit(s) of Equipment leased by Lessor to Lessee pursuant to this Schedule, provided that no Event of Default under the Master Lease or this Schedule has occurred and is continuing (the "ExtendIT Option").

6. Lessee's Notice of Election to Exercise ExtendIT or Termination Option. Subject to the conditions of Paragraph 5 above, and subject to Lessor's credit and financial approvals (which approvals shall not be unreasonably withheld), upon the expiration of the Primary Term, Lessee may elect to extend or terminate this Schedule by providing at least ninety (90) days written notice to Lessor prior to such expiration of the Primary Term (the "ExtendIT Notice Period"). Basic Rent is due during the ExtendIT Notice Period as to any unit of Equipment under this Schedule. If the Lessee elects to terminate any unit of Equipment, this Schedule shall cease and terminate at the expiration of the ExtendIT Notice Period with respect to such Equipment. If the Lessee elects to extend any unit of Equipment, and Lessor approves, the term of this Schedule shall be extended from the expiration of the ExtendIT Notice Period for an additional twelve (12) months (the "ExtendIT Lease



Term"). If the Lessee has failed to provide its written notice to Lessor to extend or terminate by expiration of the ExtendIT Notice Period, then the term of the Lease shall automatically continue at its then current Basic Rent on a month-to-month basis until surrendered in accordance with the Master Lease and this Schedule.

7. Rent. Rent shall continue under the same terms and conditions as set forth in this Schedule until commencement of the ExtendIT Lease Term. During the ExtendIT Lease Term, Basic Rent shall continue at the reduced rate of \$1,296.36 per unit, for each unit of Equipment for which lessee has exercised its ExtendIT Option until expiration of the ExtendIT Lease Term provided Lessee surrenders the Equipment in accordance with the terms and conditions of the Master Lease and Schedule by such expiration, otherwise Basic Rent shall continue on a month-to-month basis at the reduced rate of \$1,296.36 or at a mutually agreed rate for each month from expiration of the ExtendIT Lease Term until the Equipment is surrendered in accordance with the terms and conditions of the Master Lease and Schedule. All other terms and conditions of this Schedule shall remain in full force and effect during the ExtendIT Lease Term and thereafter until so surrendered.

#### MAINTENANCE AND RETURN PROVISIONS: POWERED EQUIPMENT

- 1) All powered Equipment under the Master Lease and any Schedule shall be maintained, as set forth expressly in paragraph 3.1 of the Master Lease, in operating condition and efficient working order and in the same condition, repair and appearance as originally delivered, ordinary wear and tear excepted, and must be capable of passing all vehicle safety and emissions inspections; and Lessee shall make all electronic data including but not limited to trip data from the Engine Control Module available to Lessor through electronic downloads periodically.
- 2) No alterations or modifications shall be made to the Equipment by Lessee other than as recommended by the manufacturer and approved in writing by the Lessor.
- 3) All equipment originally furnished with any unit of Equipment, or the manufacturer's required replacement thereof, shall be installed and intact upon return to Lessor.
- 4) During the term of any Lease and upon termination of any Lease for any reason and return of the Equipment to Lessor:
  - i) The cost of repair of interior and exterior physical damage repairs shall not exceed \$250;
  - ii) Brake linings shall have a minimum of 50% remaining wear on each lining;
  - iii) Brake drums or rotors shall not be cracked;
  - iv) There shall be no broken, cracked or damaged glass;
  - v) Tires shall have no less than 50% remaining tread on each tire and shall be of similar type and tread;
  - vi) Re-cap tires must be certified and have approved casings and certification stamp on sidewall; re-caps will be limited to first generation re-caps only;
  - vii) Front tires will be original casings (not re-caps);
  - viii) Air conditioning system shall be operating up to manufacturers specifications with no refrigerant leaks;
  - ix) The cab interior shall not show signs of excessive wear:
    - a) Seats or headliners shall not be torn, ripped or heavily soiled.
    - b) Door moldings shall be properly installed and shall not leak.
    - c) The dash board shall not be cracked or have holes, other than on-board-computer related.
    - d) All devices and knobs shall be original and not require replacement.
- 5) The engine shall pull its rated load and shall have no exhaust, oil, or cylinder with excessive blow-by leakage:
  - i) There shall be no water in the oil supply nor oil in the cooling system;
  - ii) The engine shall record no less than 80% of the manufacturer's original rated wheel horsepower which, if requested by Lessor, shall be determined by a Dynamometer Test performed at Lessee expense.
  - iii) If any unit of Equipment exceeds 750,000 miles, Lessee will perform an in-frame engine rebuild completed by a manufacturer's authorized dealer. Lessee shall continue to pay rent for such unit of Equipment at the rate provided in this Schedule until such unit of Equipment is returned to Lessor after such rebuild.



- iv) All electronic engine passwords will be removed by Lessee. If Lessor is required to have such passwords removed by an authorized engine service facility, Lessee agrees to promptly reimburse Lessor for any and all charges paid.
- 6) With respect to the Engine After Treatment System (EATS), the Diesel Particulate Filter (DPF) shall be maintained and cleaned per the manufacturer's recommended instructions, and shall be fully operational and not cracked or dirty.
- 7) In all other respects, the Equipment must be in the same original condition and proper efficient working order in which it existed at the time Lessee took possession, normal wear and tear excepted. Door decals and markings removal not to exceed \$200.00 will be coordinated by the Lessor and billed back to Lessee.
- 8) In addition to the above, for any unit of Equipment which Lessee shall use and/or operate at any time during the Term of this lease in the State of California, the following shall apply:
- (a) The Lessee of a box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 – 95311, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low rolling resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency Verified SmartWay Technologies prior to current or future use in California.
- (b) The Lessee of a heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 – 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay Tractor.
- (c) Lessee shall be solely responsible for all expenses associated with compliance and the performance of all of the foregoing obligations."
- 9) Onboard Technology Device and Monitoring System. Lessor acknowledges and agrees that Lessee may be installing onto the Equipment Onboard Technology Device(s). Upon termination, cancellation, replacement or expiration, Lessee acknowledges and agrees it shall remove the device(s) at its expense without damaging the Equipment. Installation brackets and/or minimal amount of small holes in dash caused by original proper installation acceptable.

Stipulated Loss Values.

Notwithstanding the definition for Stipulated Loss Value under Section 1 of the Master Lease, the Stipulated Loss Values for this Schedule are as follows:

[Stipulated Loss Value Table on the following page]

<u>End of Month</u>	<u>% of Lessor's Cost</u>	<u>End of Month</u>	<u>% of Lessor's Cost</u>
1	106.59	40	68.61
2	105.68	41	67.56
3	104.77	42	66.51
4	103.86	43	65.45
5	102.95	44	64.39
6	102.03	45	63.32
7	101.11	46	62.26
8	100.18	47	61.18
9	99.25	48	60.10
10	98.32	49	59.02
11	97.38	50	57.94
12	96.44	51	56.84
13	95.50	52	55.75
14	94.55	53	54.65
15	93.60	54	53.54
16	92.65	55	52.44
17	91.69	56	51.33
18	90.73	57	50.21
19	89.76	58	49.09
20	88.79	59	47.97
21	87.82	60	46.84
22	86.84	61	45.71
23	85.86	62	44.57
24	84.88	63	43.43
25	83.89	64	42.28
26	82.90	65	41.13
27	81.91	66	39.97
28	80.91	67	38.81
29	79.90	68	37.65
30	78.89	69	36.48
31	77.89	70	35.31
32	76.87	71	34.14
33	75.85	72	32.95
34	74.83	73	31.77
35	73.81	74	30.58
36	72.77	*75	29.49
37	71.74	*and thereafter	
38	70.70		
39	69.66		

Monthly Mileage and Maintenance Data and Reporting. Lessee agrees it shall report the Equipment's monthly mileage readings to Fleet Advantage, LLC either via email or electronic data, throughout the term of the lease. Lessee agrees it shall provide Fleet Advantage, LLC access to its onboard computer data and maintenance software data throughout the term of the lease.

Possession and Final Acceptance

Upon Equipment possession, Lessee assumes responsibility for accidents and any other liabilities.

Insurance Policies As to any item of Equipment which is required to be titled pursuant to applicable state laws, insurance policies shall (A) insure as additional insured parties, and (B) be faxed, and (C) then mailed, as follows:

- (A) Additional insured parties: Fleet Advantage, LLC and its successors and/or assigns; FA TITLE TRUST and Wells Fargo Delaware Trust Company, N.A. in its individual capacity and in its capacity as Owner Trustee, as additional insureds and loss payee as their interests may appear.

(B) Fax Certificate to: 954-615-4401.

(C) Certificate Holder and Mailing address for Certificate: Fleet Advantage, LLC as Servicer of FA TITLE TRUST, 401 E. Las Olas Blvd., Suite 1720, Fort Lauderdale, FL 33301.

Titles and registration documents cannot be prepared until insurance, exactly conforming to the above, is in place.

Only the single manually executed original of this Schedule that is stamped "ORIGINAL" shall constitute chattel paper in which an interest may be acquired by any assignee of Lessor. Any other manually executed original shall be stamped "DUPLICATE."

Fleet Advantage, LLC  
as Lessor

By: 

Name: Brian K. Holland

Title: President and CFO

Date: October 22, 2020

Organix Recycling, LLC  
as Lessee

By: 

Name: R. Pete Bevan

Title: Chief Operating Officer

Date: 10/23/2020



VEHICLE INFORMATION - See Item 13 of the application.

Use this form, or other format which provides the same information, to answer the VEHICLE IDENTIFICATION requirement of the application. List all vehicles, both motorized and container (if a license plate is required on the container) to be used to haul solid waste in the state of Delaware. In addition, list the vehicle owner, owner's address, and domicile address if different from the company address provided in the application.

[illegible]



STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
DIVISION OF WASTE AND HAZARDOUS SUBSTANCES  
COMPLIANCE AND PERMITTING SECTION

89 KINGS HIGHWAY  
DOVER, DELAWARE 19901

TELEPHONE: (302) 739-9403  
FAX: (302) 739-5060

**SOLID WASTE TRANSPORTER PERMIT APPLICATION**

**Instructions:** You must complete this application in its entirety and attach all applicable documentation. (Note: For applicants renewing an existing permit, this application requires the submission of updated information and documentation. References to material submitted under previous applications are no longer accepted.)

The application must be signed by the company owner or a corporate officer. A check or money order payable to the "**State of Delaware**" must accompany this application and be sent to:

Delaware Department of Natural Resources and Environmental Control  
Compliance and Permitting Section  
89 Kings Highway  
Dover, DE 19901

**1. Type of Permit**

- ☐ New – **SCRAP TIRES ONLY** Submit a check or money order, payable to the "State of Delaware," in the amount of \$75.00.
- ☐ New – **ALL OTHERS** Submit a check or money order, payable to the "State of Delaware" in the amount of \$350.00.
- ☒ Renewal: Permit # DE-SW- 1911 Expiration Date 6/30/2025

Please indicate the term for which you desire your permit to be issued. Submit a check or money order, payable to the "State of Delaware," for the indicated permit fee.

**SCRAP TIRES ONLY**

- ☐ One Year - \$75.00
- ☐ Two Years - \$125.00
- ☐ Three Years - \$175.00
- ☐ Four Years - \$225.00
- ☐ Five Years - \$275.00

**ALL OTHERS**

- ☐ One Year - \$350.00
- ☒ Two Years - \$650.00
- ☐ Three Years - \$950.00
- ☐ Four Years - \$1250.00
- ☐ Five Years - \$1550.00

**2. Release to Public**

Do you wish to be included on the list of transporters that is provided to persons requesting a list of Delaware permitted solid waste transporters? ☐ Yes ☒ No

**3. Company Information**

Company Name Organix Recycling, LLC

Location Address:	Mailing Address:
220 S Commerce Ave,	220 S Commerce Ave,
Russellville,	Russellville,
AR 72801	AR 72801

Contact: James Crownover Title: Environmental Manager

Business Phone: (479) 886-7720 Fax: \_\_\_\_\_

E-mail: james.crownover@denaliwater.com

24 hr Emergency Contact Phone: (479) 595-4508

**4. Company Ownership Information**

(a). Please indicate the company type:

- ☐ Proprietorship  
☐ Partnership  
☐ Corporation - If company is a corporation, indicate city, state, and date of incorporation.

City: \_\_\_\_\_ State: \_\_\_\_\_ Date: \_\_\_\_\_

- ☐ Municipality  
☐ Public institution  
☒ Limited Liability Corporation (LLC) State: \_\_\_\_\_  
☐ Other: (must specify) \_\_\_\_\_

(b). For each Owner, Partner, or Corporate Officer, attach a list with name, title, mailing address, date of birth, and % ownership. Include all stockholders owning greater than 5% outstanding shares.

☒ Attachment Page 12

(c). If company is owned by or affiliated with a parent company, attach parent company name, address & mailing address, and % ownership.

- ☒ Attachment Page 12  
☐ No parent company



## 5. Company locations in Delaware

List name and street address of each company location, including freight terminals, within the State of Delaware.

- ☐ Attachment \_\_\_\_\_  
☒ No Delaware locations

## 6. Company Affiliates

List name, location and mailing addresses, nature of business relationship of all company Affiliates, which affiliates are engaged in the business of waste transport, treatment, storage, disposal, recovery or reclamation. (Affiliated companies are defined as those companies owned by the same owners, corporate officers, or parent company.)

- ☐ Attachment \_\_\_\_\_  
☒ No affiliates

## 7. Type of Waste to be Transported

(a). Check all that apply. Refer to Delaware's *Regulations Governing Solid Waste* for definitions of waste categories.

- ☐ Residential waste  
☒ Commercial waste (from **non-manufacturing, non-processing** businesses and offices)  
☐ Industrial waste (from a manufacturing or industrial process)  
☐ Dry waste: ☐ construction/demolition debris  
☐ trees/stumps  
☐ other (must specify) \_\_\_\_\_  
☐ Ash: ☐ municipal incinerator  
☐ coal ash  
☐ other (must specify) \_\_\_\_\_  
☐ Infectious waste  
☐ Non-hazardous petroleum-hydrocarbon contaminated soils  
☐ Asbestos-containing waste  
☐ Scrap Tires

(b). Does your company collect and transport residential (household) waste from single family homes, condominiums and apartment complexes in Delaware? ☐ Yes ☒ No

(c). If you answered "YES" to question 7.b., above, does your company provide recycling services to those customers? ☐ Yes ☐ No ☒ N/A

(d). If you offer recycling services, does your company collect and transport the recyclables separately from the waste generated by your customers? ☐ Yes ☒ No

(e). If you offer recycling services, are the recyclables ultimately taken to an incinerator (waste-to-energy) or landfill? ☐ Yes ☒ No

### 8. Treatment, Storage, and Disposal Facilities

- (a). Do you cross state lines with the waste? ☒ Yes ☐ No
- (b). Identify in an attachment ***all*** solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.
- ☒ Delaware Solid Waste Authority locations: (attachment) \_\_\_\_\_
  - ☐ Clean Earth of New Castle, Inc. (thermal treatment facility for PHC-soils)
  - ☐ Delaware Recyclable Products, Inc. (dry waste, commercial, industrial, and PHC-soils )
  - ☐ Other in-state solid waste facilities, including private facilities: (attachment) \_\_\_\_\_
  - ☒ Out of state solid waste TSD facilities: (attachment) \_\_\_\_\_

### 9. Other Transporter Permits

- (a). Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state.)
- ☐ Attachment \_\_\_\_\_
- ☒ Not applicable-No transporter permit required for these solid waste types in our home state.

- (b). List solid waste transporter permits held in other states.

☒ Attachment 12-13

☐ No transporter permits in other states

- (c). Indicate your Federal DOT number and Motor Carrier number:

DOT# 1973469 MC# 698200

☐ N/A If N/A, please provide an explanation, on the following page, as to why you are not required to have a DOT or MC number.

### 10. Proof of Financial Responsibility

The transporter must submit proof of financial responsibility as established in section 7.2.4 of Delaware's *Regulations Governing Solid Waste*. This proof may be established by a Certificate of Insurance, with MCS-90 endorsement where applicable, or by other means approved by the Department. (The Certificate of Insurance must identify the **Department of Natural Resources and Environmental Control, Compliance and Permitting Section** as the certificate holder.)

- (a). Are you for-hire in interstate commerce? ☒ Yes ☐ No (For-Hire means you are in the business of transporting, for compensation or payment, wastes generated by a company other than your own.)
- (b). Do you transport in the State of Delaware Only (Intrastate)? ☐ Yes ☒ No
- (c). Do you transport Interstate? ☒ Yes ☐ No

- (d). Certificate of Insurance must be attached and include minimum automobile liability coverage as follows:

	<b>FOR-HIRE INTERSTATE</b>	<b>ALL OTHERS</b>
Residential Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Commercial Waste	\$750,000.00 + MCS-90 <input checked="" type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Industrial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Dry Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Ash	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Infectious Waste	\$1,000,000.00 + MCS-90 <input type="checkbox"/>	\$750,000.00 + MCS-90 <input type="checkbox"/>
Non-Hazardous Petroleum	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Contaminated Soils	\$1,000,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Asbestos	(For Hire & Private)	\$350,000.00 <input type="checkbox"/>
Scrap Tires Only	\$350,000.00 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>

#### 11. Spill Control and Safety

List all spill control and safety equipment which will be carried on each vehicle. (**Note:** Separate lists by type of vehicle and type of waste may be required.) Attach a copy of the Spill Control Plan. The Spill Control Plan **must** contain the following elements: (1) List of safety and spill control equipment carried in the vehicle, (2) Driver preventive measures, (3) Driver immediate corrective actions, (4) Company internal communications, (5) Company external communications including the **Delaware Emergency Reporting Numbers: 1-800-662-8802 and 302-739-9401**, and (6) Cleanup and decontamination measures.

✓ Spill Control Plan: Attachment 1 Page

#### 12. Driver Training

**IN SUMMARY OR OUTLINE FORM**, describe the procedures that your company takes to ensure that all company drivers are safe and competent drivers. Small owner-operators may describe their years of experience and driving record in lieu of a formal program.

- Include requirements for special licenses (e.g. CDL, including any special endorsements), any special training received, including dates training was received (e.g. asbestos training), and any ongoing company programs. (e.g. weekly safety meetings or annual refresher courses);
- Include your company procedure for periodic checks of the driver's records for moving violations, and your company policy on progressive counseling/discipline based on points;
- Describe how drivers are instructed in the following:
  - Knowledge of proper handling procedures for the type of solid waste being transported.
  - Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
  - Familiarity with the conditions of the solid waste transporter's permit.

✓ Driver Training, attachment 6 Page 12



### 13. Vehicle Identification

On the form provided with this application, list **MAKE, MODEL, YEAR, SERIAL NUMBER, LICENSE PLATE NUMBER, STATE OF REGISTRATION, MANUFACTURER'S GVWR and OWNERSHIP** of all vehicles used for the transportation of solid waste. You must list both motorized and container units. (If you maintain a list of company vehicles in a computer database you may submit a print out of the vehicles provided it contains the information requested herein.)

**NOTE: You must notify CAPS in writing of any changes to information contained within this application, such as additions or deletions of vehicles, in accordance with conditions of the issued permit.**

☒ Vehicle List Attached

### 14. Vehicle Operator Information

Is a list of all vehicle operators attached? ☒ Yes (Page 21)

What tax form do you submit to the IRS for your vehicle operators?

☒ Form W-2

☐ Form 1099-Misc

☐ Other

### 15. Environmental Record

List all criminal citations, arrests, convictions, civil or administrative violations, and civil or administrative enforcement actions, and the disposition(s) thereof for the violation or alleged violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred. Indicate whether it was a local, state, or federal violation or alleged violation. List all such items for the applicant, and if the applicant is other than an individual, for any employee while employed by the applicant, or any partner, officer, or director of the applicant as an individual or for any former business of such partner, officer, or director. For civil or administrative violations or alleged violations, list all such items for the last five (5) years from the date of the application. Information submitted under this section is subject to verification. **Failure to submit complete and accurate information may lead to permit denial or revocation.**

☐ Attachment \_\_\_\_\_

☒ No violations within the specified time period

### 16. Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, upon personal knowledge and information, the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information.

\*\*Signature Wm. J. Kennedy Date March 5, 2025

Print Name William J Kennedy Title Environmental Manager

***\*\*A legal owner or corporate officer must sign the application\*\****

## SPILL CONTROL PLAN

- 1 Spill Control and Safety Equipment
  - Reflector Triangles
  - Hi-Viz Safety Outerwear
  - Absorbent Products (Oil-Dri, pads, and socks)
  - Shovel/Broom
  - Traffic Cones
- 2 All loads will be covered with a tarp to prevent accidental discharge during transport
- 3 Driver Inspections
  - The driver will perform a thorough pre-trip inspection at the beginning of every shift in accordance with 49 CFR 392.7
  - The driver will perform a thorough post-trip inspection at the end of every shift in accordance with 49 CFR 396.11
- 4 In the event of an accident or incident which results in spillage/discharge of any product, the driver will utilize spill control equipment to control the release in addition to immediately contacting the Safety Department (708-326-3900)
- 5 The Safety Department will assess the incident to determine if the release has the potential to impact the environment (i.e., petroleum product(s), fuel, etc). If environmental impact is evident or imminent to sewers or soils, the safety department will notify the state emergency response team by calling **911, (302) 739-9401 or (800) 662-8802.**
- 6 The Safety Department will contact Stericycle at **(877) 577-2669** to perform clean-up services. The Safety Department will continue to monitor the incident and notify the appropriate agencies according to federal, state, or local regulations
- 7 This plan will be carried in the "Red Binder" located in every company vehicle

USDOT Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
**Federal Motor Carrier Safety Administration**

**Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980**

# FORM MCS-90

Issued to Organix Recycling, LLC of Arkansas  
(Motor Carrier name) (Motor Carrier state or province)

Dated at 1:00 pm on this 1st day of October, 2024

Amending Policy Number [REDACTED] Effective Date: 06/30/2024

Name of Insurance Company: National Union Fire Insurance Company of Pittsburgh, PA

Countersigned by: \_\_\_\_\_

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000.00 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 913-495-4065.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)



**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

## SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in <a href="#">49 CFR 171.8</a> , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in <a href="#">49 CFR 173.403</a> .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in <a href="#">49 CFR 172.101</a> ; hazardous waste, hazardous materials, and hazardous substances defined in <a href="#">49 CFR 171.8</a> and listed in <a href="#">49 CFR 172.101</a> , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in <a href="#">49 CFR 173.403</a> .	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 1490 Market Street Suite 3 Lake Charles LA 70601	<b>CONTACT</b> NAME: Lynn Erpelding, CIC, CISR PHONE (A/C, No, Ext): 337-475-7442 E-MAIL: lynn_erpelding@ajg.com ADDRESS: lynn_erpelding@ajg.com	<b>FAX</b> (A/C, No):
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Colony Insurance Company		39993
INSURER B: National Union Fire Insurance Company of Pittsburg		19445
INSURER C: Granite State Insurance Company		23809
INSURER D: Gemini Insurance Company		10833
INSURER E: AXIS Surplus Insurance Company		26620
INSURER F:		

**COVERAGES** **CERTIFICATE NUMBER:** 1932951285 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y		6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y		6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y		6/30/2024 6/30/2024 6/30/2024	6/30/2025 6/30/2025 6/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	Y	Y		6/30/2024 6/30/2024	6/30/2025 6/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liability Professional Liability	Y	Y		6/30/2024	6/30/2025	Liability Limit \$1,000,000

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

Certificate Holder is included as Additional Insured on the General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions as per endorsement #EPACE101, edition date 07/21. Certificate Holder is included as Additional Insured on the Automobile policy as per endorsement #87950, edition date 09/14. Waiver of Subrogation applies to Certificate Holder as respects the General Liability, Automobile, Workers Compensation and Excess Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. General Liability and Automobile policies are primary and noncontributory pursuant to the policy's term, definitions, conditions and exclusions. Pollution Liability is on Occurrence Basis while Professional Liability is on Claims Made Basis. Policies listed above contain a 30 day Notice of Cancellation, except 10 days in the event of nonpayment.

See Attached...

**CERTIFICATE HOLDER**

The Department of Natural Resources and Environmental Control  
Compliance and Permitting Section  
89 Kings Highway SW  
Dover DE 19901

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC Organix Recycling, LLC 220 South Commerce Avenue 1st Floor Russellville AR 72801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation Policy # [REDACTED] covers State of California only.  
Workers Compensation Policy # [REDACTED] covers all other States.

Excess Liability policies follow form of underlying policies as listed below:

Policy [REDACTED] - Colony Insurance Company - \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

NAIC [REDACTED]

Policy [REDACTED] 4 - Gemini Insurance Company - \$3,000,000 limit and is excess over Automobile and Employer's Liability only. NAIC #10833 Policy

#P00 [REDACTED] AXIS Surplus Insurance Company - \$2,000,000 xs \$3,000,000 over Automobile and Employer's Liability only. NAIC #26620

AUTO COMPREHENSIVE DED: \$100

AUTO COLLISION DED: \$500

APD applies to all rented/leased vehicles with a cost new value greater than or equal to \$75,000. Vehicles with a cost new less than \$75,000 must be scheduled.

Equipment Coverage:

Policy [REDACTED]

Carrier: Transguard Insurance Company Policy Dates: 06/30/2024-06/30/2025

Rented/Leased Equipment Limit: \$1,000,000 Scheduled Equipment: \$65,385,890

Deductible: \$50,000 each occurrence

Cargo Limit: \$100,000 - Any Land Vehicle or Container

Cargo Deductible \$50,000 each occurrence

Trailer Interchange Limit: \$85,000 - Any one trailer, semi-trailer or chassis, Any One Occurrence

Deductible Trailer Interchange: \$2,500

Certificate holder is listed as Loss Payee on Rented/Leased Equipment/Auto as their interest may appear.

Complete list of Named Insureds:

AWS Dredge, LLC; Co-West Commodities, Inc.; Denali Water Solutions LLC; Dispatch Acquisition Holding, LLC; Dispatch Parent, LLC - 1ST NAMED INSURED;  
Aux Arc Solutions, LLC; HydroAg Environmental, LLC; Imperial Western Products, Inc.; New Earth, LLC; NuTerra Finance, Inc.; NuTerra Holdings, LLC; OR  
Composting, LLC; OR Processing, LLC; Organix Composting of Texas, LLC; Organix Recycling, LLC; Robert Endy Commodities, Inc.; Solid Solutions, LLC;  
Swanson Bark & Wood Products, Inc.; Terra Holding Company; Terra Renewal Services, Inc.; TerraGro Farms, LLC; Veris Environmental, LLC; Viridiun  
Equipment, Inc.; Viridiun Products, LLC; Viridiun, LLC; WeCare Denali, LLC

Recycle Name	Recycle City	Recycle State
Arborganic Acres (Green Waste)	Pottstown	PA
Brian Mull (Compost)	Strasburg	PA
Blue Hen Organics (Green Waste)	Frankford	DE
Delaware Solid Waste Authority	Georgetown	DE
Ed Palmatary (Fruit Plus)	Henderson	MD
Eisenhower Feedlot (Fruit Plus)	Wellsville	PA
Graywood Farms (Fruit Plus)	Peach Bottom	PA
Hemlinger's Meadow Hill Farm LLC (Fruit Plus)	Allentown	NJ
Hetrickdale Farms (Fruit Plus)	Bernville	PA
Holland Mulch (Green Waste)	Wilmington	DE
Natures Choice Compost - Cranbury (Green Waste)	Cranbury	NJ
Prince George's County Organics Compost Facility (Compost)	Marlboro	MD
Oakland View Farms (Fruit Plus)	Ridgely	MD
WeCare Denali - Woodbine (Green Waste)	Woodbine	MD
Trenton Renewable Power LLC (Digester)	Trenton	NJ
WeCare Denali - Woodbine (Green Waste)	Woodbine	MD
Trenton Renewable Power LLC (Digester)	Trenton	NJ

Account Name	Address 1: City	Address	Permit Type
Central Vermont Solid Waste Manag	Montpelier	VT	Solid Waste License
Chittenden Solid Waste District Was	Williston	VT	Waste Hauler License
City of Austin Waste Hauler License	Austin	TX	Waste Hauler License
City of Cranston Waste Hauler Licen	Cranston	RI	Waste Hauler License
City of Denton Collection and Trans	Denton	TX	Waste Hauler Permit
City of Fort Collins Solid Waste Perr	Fort Collins	CO	Solid Waste Permit
City of Plano, TX Commercial Recycl	Plano	TX	General Hauler Permit
City of Sevierville Private Refuse Col	Sevierville	TN	Hauling Permit
City of Tucson Litter Fee Waste and	Tucson	AZ	Hauling Permit
Colbert County Solid Waste Collecto	Sheffield	AL	Solid Waste Permit
Delaware Solid Waste Collection Lic	Dover	DE	Solid Waste License
Delaware Solid Waste Transporter P	Dover	DE	Waste Hauler Permit
Dutchess County, NY Solid Waste Lic	Poughkeepsie	NY	Solid Waste License
Federal Motor Carrier Safety Admini	Washington DC	MD	DOT Permit
Kane County Solid Waste and Recycl	Geneva	IL	Solid Waste License
Lake County Solid Waste Hauling & I	Gurnee	IL	Solid Waste License
McHenry County Department of He	Woodstock	IL	Solid Waste License
Miami-Dade County General Hauler	Miami	FL	General Hauler Permit
Northwest Vermont Solid Waste Ma	Fairfax	VT	Hauling Permit
Oklahoma Corporation Commission	Oklahoma City	OK	DOT Permit
Palm Beach County, FL Solid Waste I	West Palm Beach	FL	Solid Waste License
Suffolk County, NY Department of H	Yaphank	NY	Waste Hauler Permit
Texas Motor Carrier Certificate of R	Austin	TX	DOT Permit
Town of Islip, NY Solid Waste Servic	Islip	NY	Solid Waste Permit
Town of Seekonk Trash Hauler Perm	Seekonk	MA	Hauling Permit
Ulster County Resource Recovery A	Kingston	NY	Hauling Permit
Unified Carrier Registration Plan	Springfield	IL	DOT Permit
Vermont Waste Transportation Veh	Montpelier	VT	Waste Hauler Permit
Westchester County, NY Solid Waste	White Plains	NY	Solid Waste License
Western Lake Superior Sanitary Dist	Duluth	MN	Solid Waste License
York County Solid Waste and Refuse	York	PA	Solid Waste License



Owner / Parent Company

TPG Dispatch Holding, L.P.

301 Commerce St. Suite 3000,  
Fort Worth, TX 76102

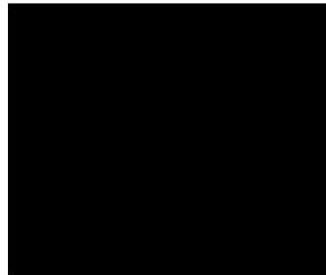
3/3/2021 - Present (Ownership Dates)

100% Ownership

Corporate Officers

Bill Kennedy

Environmental Manager



0% Ownership

1. **General Hiring Policy for Employee Drivers.** The Company will continue to seek the most qualified driver for all available jobs, without regard to race, sex, color, religious affiliation or any mental or physical condition which does not impair the person's ability to perform the requirements of a job. While we can never guarantee that all persons who are qualified will be hired by the Company, we will do our utmost to see that our policies are implemented in a manner consistent with the spirit and letter of the law. This policy specifically applies to the hiring of otherwise qualified persons who may have some mental or physical impairment which can be reasonably accommodated with due regard for safety in the workplace and for the public. To that end, if you are disabled or should encounter a disability that affects your ability to perform your job, we encourage you to discuss your situation with our Human Resource Department in confidence. We will give honest consideration to any request for accommodation; however, we are not in a position to make commitments until such time that we fully understand your situation and how that may impact other people, our customers, and the Company.

Additionally, the Company will not condone treatment of any of our employees or leased operators in any discriminatory or sexual harassing manner. Put simply, we do not expect any driver or employee to have to work under such conditions. If you feel you have been discriminated against on any basis or have been subject to sexual harassment of any type, you should contact the Human Resources Department, who will work personally and confidentially with you to resolve the situation in a timely manner.

2. **Qualification Criteria** It is the Company's policy to utilize only the best available drivers for the operation of the Company's fleet and for the qualification of all leased operators. In addition to the minimum requirements for selection of drivers as set forth by the Department of Transportation ("DOT") in the Federal Motor Carrier Safety Regulations ("FMCSR"), the following standards and guidelines have been established by the Company as an integral part of its driver selection program:

- (a) **Minimum Age and Experience.** All driver applicants are required to be at least 23 years of age and have a minimum experience operating a tractor-trailer unit of two years. All driver applicants must be able to read and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records.
- (b) **Driver's License.** All driver applicants must have a Class A Commercial Driver's License ("CDL") issued by the driver's state of residence. The Company will obtain a copy of the

driver applicant's current motor vehicle record from the driver's state of residence. In order to be qualified by the Company, the driver must:

(1) Have no serious traffic violations within the last three years. (serious traffic violations include speeding over the limit in excess of 25 MPH, using a communication device while operating a CMV, disregarding a railroad crossing signal, etc...)

(2) Have no current or history of license suspension/revocation.

(3) Have no more than three moving violations in the last three years.

(4) Have no more than two moving violations in the last twelve months.

(5) Have no preventable DOT recordable accident within the last three years.

(6) Have no alcohol or drug related conviction, including driving under the influence, within the past 5 years.

(c) Applications. Each applicant must complete a DOT-approved application. The driver applicant must list, at a minimum, the last ten years of employment history, and any record of arrest, convictions or license revocations or suspensions. Drivers that have submitted an incomplete application will not be subject to qualification as a driver until such time as a completed application is submitted. Providing any false or erroneous information on an application will be grounds for disqualification at any time by the Company.

(d) Personal Interview. All driver applicants will be interviewed by a Company representative to determine the applicant's qualifications, attitude and motivation toward a driving career with the Company.

(e) Examinations and Tests. In accordance with the requirements of the DOT regulations for the qualification of drivers, all driver applicants will be required to complete all necessary examinations and tests, including a road test, medical examination, and drug test, prior to being qualified to operate a commercial motor vehicle for the Company. The Company



may accept a previous employer's medical examination certificate, if it was completed within the past one year. However, the Company may, at its discretion, require a driver applicant to be examined by a Company authorized physician to determine the applicant's physical qualifications. The cost of any pre-employment medical examination and drug test must be paid by the applicant. The cost of any recertification medical examination and drug or alcohol test will be paid by the Company for all employees; however, leased operators are solely responsible for the cost of all medical examinations and drug or alcohol tests.

- (f) **Background Investigation.** A thorough investigation into the background and employment history of each driver applicant will be accomplished prior to the applicant being qualified to operate a commercial motor vehicle for the Company. At a minimum, the applicant's previous employment record, Pre-Employment Screening Program (PSP) score, and character and work habits will be investigated. The investigation will be conducted by the Company's Safety Department using any outside service that the Company deems necessary.

**3. Probationary Qualification.** The first 90 days of qualification are considered a probationary or evaluation period. During this period, you will have the opportunity to adjust to the driving duties assigned by the Company, to demonstrate proper abilities and attitudes for the classification for which you are assigned, and to determine whether you are pleased with your position with the Company. The Company, in turn, will be in a position to determine your qualifications and suitability for truck driving. During this period, a driver may be disqualified without further recourse, and if necessary, the probationary period may be extended. Probationary drivers are subject to the terms and conditions of this Manual as far as applicable policies and procedures are concerned.

**4. Driver Qualification File.** The Company will maintain a driver qualification file for each driver that is qualified to operate a commercial motor vehicle for the Company. The information to be included in the driver qualification file will include all documents required by 49 C.F.R. § 391.51, including but not limited to:

- a. Application for Employment.
- b. Inquiries to and responses from previous employers.
- c. A copy of the driver's Motor Vehicle Report.
- d. The driver's Report of Violations (updated annually).
- e. Employer's review of driving record (updated annually).
- f. A valid Medical Examiner's Certificate and/or Waiver.

- g. Proof of a road test or equivalent document.
- h. Driver's data sheet.
- i. Driver's certificate of compliance with CDL licensing requirements.
- j. All documents and records pertaining to drug and alcohol testing.

#### **5. Product Handling and Spill Reporting Training**

All newly hired drivers will receive initial and annual refresher training on product handling, spill control measures including a review of all Spill Control plans and transportation permits/licenses, care and use of emergency equipment, and the proper notification procedures in the event of an incident.

Use this form, or other format which provides the same information, to answer the VEHICLE IDENTIFICATION requirement of the application. List all vehicles, both motorized and container (if a license plate is required on the container) to be used to haul solid waste in the state of Delaware. In addition, list the vehicle owner, owner's address, and domicile address if different from the company address provided in the application.

Use this form, or other format which provides the same information, to answer the VEHICLE IDENTIFICATION requirement of the application. List all vehicles, both motorized and container (if a license plate is required on the container) to be used to haul solid waste in the state of Delaware. In addition, list the vehicle owner, owner's address, and domicile address if different from the company address provided in the application.

[illegible]



Driver List:

TK12685 - Joseph Satterfield

TL10115 - Joseph Satterfield

TK22276 - Rasheed Khadar

TL10184 - Rasheed Khadar



Date: May 30, 2019

**Schedule No. 2B**

Lessor: Fleet Advantage, LLC

Lessee: Organix Recycling, LLC

Pursuant to the Master Equipment Lease Agreement No. ORGANIXR2018, dated as of December 6, 2018 (the "Master Lease"), the terms and conditions of which are incorporated herein by reference, Lessor and Lessee, expressly intending to be legally bound, execute this Schedule No. 2B as of the above date (the "Effective Date") for the lease of Equipment specified in this Schedule, on the terms and conditions set forth herein, provided, however, that in the event of any irreconcilable conflict between the terms and conditions of this Schedule and the terms and conditions of the Master Lease, it is the intent of the Parties that the terms and conditions of this Schedule shall prevail in resolving any such irreconcilable conflict.

Equipment:	(25) 2020 Mack model Anthem 64T tandem axle Daycab Tractors, each having the vehicle identification/serial numbers as set forth on Lessee's Certificate(s) of Acceptance.
Lessor's Cost (estimated):	\$132,388.70 per unit
Primary Term:	75 months
Basic Rent:	\$1,740.19 per unit, per month, paid monthly in advance
(Latest) Acceptance by (no later than):	July 31, 2019
Mileage Allowance:	70,000 miles per unit, per year, allowable over the Term of the lease.
Excess Mileage Charge:	First 20,000 over-miles at \$0.07 per excess mile, per unit; and thereafter at \$0.12 per excess mile, per unit (in either case, not an average).
Excess cost:	Any excess cost (over and above the Lessor's Cost above), shall be amortized to zero over the Primary Term and factored into the Basic Rent.
Pricing Index and Adjustment:	The Basic Rent in this Schedule is indexed on the 6-year Interest SWAP rate of 2.86% as reported online at the Intercontinental Exchange/New York Stock Exchange website on 08/20/2018. Upon Lessor Transfer to its assignee, if the 6-year Interest SWAP rate has varied from the index above, Basic Rent shall be increased or decreased by 0.006% for every 10 basis point increase or decrease in said Interest SWAP rate. Such adjustment will be indicated on, and as of the date on, the rent assignment letter.

**Equipment Delivery and Payment**

The Equipment may be delivered to Lessee over a period of time pursuant to various purchase orders to be assigned by Lessee to Lessor. Lessor may, in its sole discretion, upon receipt of such documentation as Lessor deems necessary or upon other written authorization of Lessee, from time to time, fund the vendors and/or manufacturers of the Equipment and third parties providing services related to the installation of the Equipment (each a "Vendor") an amount equal to the purchase price of the Equipment or services invoiced by the Vendor and any other sums due by Lessor to the Vendor pursuant to any such purchase order. Each such funding shall be (i) shall be amortized to zero over the Primary Term and factored into the Basic Rent payable as set forth in this Schedule commencing on the Base Lease Commencement Date, or (ii) repayable immediately

upon demand by Lessor if any Event of Default under this Lease has occurred and is continuing. Lessor's Cost excludes amounts actually credited on Vendor invoices in respect to trade-ins or other credits. Lessee assigns all purchase rights in the above Equipment to Lessor and directs Lessor to issue purchase order.

#### EXchangeIT®, Termination and ExtendIT Options

1. EXchangeIT Option. Subject to the terms of this Schedule, the Lessee may, at the commencement of month 36 of this Schedule, or the commencement of any quarterly period thereafter, elect to exchange equipment (the "EXchangeIT Equipment") for any Equipment leased by Lessor to Lessee pursuant to this Schedule (the "Original Equipment"), provided that (a) no Event of Default under the Master Lease or this Schedule has occurred, and (b) (36) months from the Base Lease Commencement Date, as defined in the Master Lease, have passed (the "EXchangeIT Option").

2. Lessee's Notice: Ordering of Equipment. Subject to the conditions of Paragraph 1 above, and subject to Lessor's credit and financial approvals (which approvals shall not be unreasonably withheld), Lessee may exercise its EXchangeIT Option by notifying Lessor in writing within ninety (90) days after the commencement of month 36, or the commencement of any quarterly period thereafter (the "EXchangeIT Notice Period"), that it desires to replace any or all of the Original Equipment with EXchangeIT Equipment. EXchangeIT Equipment shall be of the same type and class and shall be used for substantially the same purposes as the Original Equipment. Promptly after delivery to Lessor of such notice, Lessee shall obtain bids from equipment dealers with agreed upon specifications for such EXchangeIT Equipment. The equipment dealer selected by Lessor shall be issued a purchase order by Lessor.

3. EXchangeIT Equipment Schedule.

(a) Within ninety (90) days following timely receipt of Lessee's written notice as provided in Paragraph 2 above, a new schedule (the "EXchangeIT Equipment Schedule") setting forth the terms of the lease of the EXchangeIT Equipment shall be prepared by Lessor and executed by Lessee. The EXchangeIT Equipment Schedule shall contain provisions that are substantially similar to the Original Equipment Schedule (except as noted below), and Lessee and Lessor shall enter into substantially similar documentation in connection therewith. In the event that Lessee fails to execute the EXchangeIT Equipment Schedule within ninety (90) days as provided above in this Paragraph 3(a), Paragraph 4(b) shall apply.

(b) The EXchangeIT Equipment Schedule shall also provide that entry into any subsequent EXchangeIT Equipment Schedule for further EXchangeIT Equipment shall be subject to the approval of Lessor in its sole discretion (which approval shall not be unreasonably withheld); and if such approval is withheld, or if the EXchangeIT Option is not exercised, then the term of the EXchangeIT Equipment Schedule shall continue for the full EXchangeIT Equipment Term and all rents reserved therein shall be payable by Lessee. Subject to such approval, subsequent Exchange Equipment schedules shall contain provisions substantially similar to the EXchangeIT Equipment Schedule, including with respect to the lease term and replacement provisions, except for the types of modifications and adjustments contemplated herein.

4. Delivery and Acceptance.

(a) Upon Lessee's acceptance of any unit of EXchangeIT Equipment under the EXchangeIT Equipment Schedule, Lessee shall deliver and return the item(s) of Original Equipment to be replaced in accordance with the terms of the Master Lease and this Schedule. Lessee shall pay all Rent due and payable as of such date (including Basic Rent and other applicable rent) for the Original Equipment at the rate specified in this Schedule, which, in the case of a partial month, shall be prorated at the rate of 1/30th of monthly rate for the actual number of days elapsed and other accrued amounts due up to and including the date of Lessee's delivery and return of such item in the condition required by the Master Lease and this Schedule; and thereupon such Schedule shall terminate as to such surrendered item, and the EXchangeIT Equipment Term shall commence.

(b) If the EXchangeIT Option is properly exercised by Lessee, but Lessee fails to execute an EXchangeIT Equipment Schedule within the ninety (90) day period referenced in Paragraph 3(a), there shall be no exchange and Lessee shall continue to pay all rents reserved under the Master Lease and this Schedule for the balance of the term of this Schedule.

5. ExtendIT Option. Subject to the terms of this Schedule, the Lessee may elect to extend the term of this Schedule as set forth herein for an additional twelve (12) months for any unit(s) of Equipment leased by Lessor to Lessee pursuant to this Schedule, provided that no Event of Default under the Master Lease or this Schedule has occurred and is continuing (the "ExtendIT Option").

6. Lessee's Notice of Election to Exercise ExtendIT or Termination Option. Subject to the conditions of Paragraph 5 above, and subject to Lessor's credit and financial approvals (which approvals shall not be unreasonably withheld), upon the expiration of the Primary Term, Lessee may elect to extend or terminate this Schedule by providing at least ninety (90) days



written notice to Lessor prior to such expiration of the Primary Term (the "ExtendIT Notice Period"). Basic Rent is due during the ExtendIT Notice Period as to any unit of Equipment under this Schedule. If the Lessee elects to terminate any unit of Equipment, this Schedule shall cease and terminate at the expiration of the ExtendIT Notice Period with respect to such Equipment. If the Lessee elects to extend any unit of Equipment, and Lessor approves, the term of this Schedule shall be extended from the expiration of the ExtendIT Notice Period for an additional twelve (12) months (the "ExtendIT Lease Term").

7. Rent. Rent shall continue under the same terms and conditions as set forth in this Schedule until commencement of the ExtendIT Lease Term. During the ExtendIT Lease Term, Basic Rent shall continue at the reduced rate of \$1,392.15 per unit, for each unit of Equipment for which lessee has exercised its ExtendIT Option until expiration of the ExtendIT Lease Term provided Lessee surrenders the Equipment in accordance with the terms and conditions of the Master Lease and Schedule by such expiration, otherwise Basic Rent shall continue on a month-to-month basis at the reduced rate of \$1,392.15 or at a mutually agreed rate for each month from expiration of the ExtendIT Lease Term until the Equipment is surrendered in accordance with the terms and conditions of the Master Lease and Schedule. All other terms and conditions of this Schedule shall remain in full force and effect during the ExtendIT Lease Term and thereafter until so surrendered.

#### MAINTENANCE AND RETURN PROVISIONS: POWERED EQUIPMENT

- 1) All powered Equipment under the Master Lease and any Schedule shall be maintained, as set forth expressly in paragraph 3.1 of the Master Lease, in operating condition and efficient working order and in the same condition, repair and appearance as originally delivered, ordinary wear and tear excepted, and must be capable of passing all vehicle safety and emissions inspections; and Lessee shall make all electronic data including but not limited to trip data from the Engine Control Module available to Lessor through electronic downloads periodically.
- 2) No alterations or modifications shall be made to the Equipment by Lessee other than as recommended by the manufacturer and approved in writing by the Lessor.
- 3) All equipment originally furnished with any unit of Equipment, or the manufacturer's required replacement thereof, shall be installed and intact upon return to Lessor.
- 4) During the term of any Lease and upon termination of any Lease for any reason and return of the Equipment to Lessor:
  - i) The cost of repair of interior and exterior physical damage repairs shall not exceed \$250;
  - ii) Brake linings shall have a minimum of 50% remaining wear on each lining.
  - iii) Brake drums or rotors shall not be cracked;
  - iv) There shall be no broken, cracked or damaged glass;
  - v) Tires shall have no less than 50% remaining tread on each tire and shall be of similar type and tread.
  - vi) Re-cap tires must be certified and have approved casings and certification stamp on sidewall; re-caps will be limited to first generation re-caps only;
  - vii) Front tires will be original casings (not re-caps);
  - viii) Air conditioning system shall be operating up to manufacturers specifications with no refrigerant leaks;
  - ix) The cab interior shall not show signs of excessive wear:
    - a) Seats or headliners shall not be torn, ripped or heavily soiled.
    - b) Door moldings shall be properly installed and shall not leak.
    - c) The dash board shall not be cracked or have holes, other than on-board-computer related.
    - d) All devices and knobs shall be original and not require replacement.
- 5) The engine shall pull its rated load and shall have no exhaust, oil, or cylinder with excessive blow-by leakage:
  - i) There shall be no water in the oil supply nor oil in the cooling system;

IT

- ii) The engine shall record no less than 80% of the manufacturer's original rated wheel horsepower which, if requested by Lessor, shall be determined by a Dynamometer Test performed at Lessee expense.
  - iii) If any unit of Equipment exceeds 750,000 miles, Lessee will perform an in-frame engine rebuild completed by a manufacturer's authorized dealer. Lessee shall continue to pay rent for such unit of Equipment at the rate provided in this Schedule until such unit of Equipment is returned to Lessor after such rebuild.
  - iv) All electronic engine passwords will be removed by Lessee. If Lessor is required to have such passwords removed by an authorized engine service facility, Lessee agrees to promptly reimburse Lessor for any and all charges paid;
- 6) With respect to the Engine After Treatment System (EATS), the Diesel Particulate Filter (DPF) shall be maintained and cleaned per the manufacturer's recommended instructions, and shall be fully operational and not cracked or dirty.
- 7) In all other respects, the Equipment must be in the same original condition and proper efficient working order in which it existed at the time Lessee took possession, normal wear and tear excepted. Door decals and markings removal not to exceed \$200.00 will be coordinated by the Lessor and billed back to Lessee.
- 8) In addition to the above, for any unit of Equipment which Lessee shall use and/or operate at any time during the Term of this lease in the State of California, the following shall apply:
- (a) The Lessee of a box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low rolling resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency Verified SmartWay Technologies prior to current or future use in California.
- (b) The Lessee of a heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 - 95311, title 17, California Code of Regulations, and that it is the responsibility of the lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay Tractor.
- (c) Lessee shall be solely responsible for all expenses associated with compliance and the performance of all of the foregoing obligations."
- 9) Onboard Technology Device and Monitoring System. Lessor acknowledges and agrees that Lessee may be installing onto the Equipment Onboard Technology Device(s). Upon termination, cancellation, replacement or expiration, Lessee acknowledges and agrees it shall remove the device(s) at its expense without damaging the Equipment. Installation brackets and/or minimal amount of small holes in dash caused by original proper installation acceptable.

**Stipulated Loss Values.**

Notwithstanding the definition for Stipulated Loss Value under Section I of the Master Lease, the Stipulated Loss Values for this Schedule are as follows:

[Stipulated Loss Value Table on the following page]

<u>End of Month</u>	<u>% of Lessor's Cost</u>	<u>End of Month</u>	<u>% of Lessor's Cost</u>
1	106.59	40	68.61
2	105.68	41	67.56
3	104.77	42	66.51
4	103.86	43	65.45
5	102.95	44	64.39
6	102.03	45	63.32
7	101.11	46	62.26
8	100.18	47	61.18
9	99.25	48	60.10
10	98.32	49	59.02
11	97.38	50	57.94
12	96.44	51	56.84
13	95.50	52	55.75
14	94.55	53	54.65
15	93.60	54	53.54
16	92.65	55	52.44
17	91.69	56	51.33
18	90.73	57	50.21
19	89.76	58	49.09
20	88.79	59	47.97
21	87.82	60	46.84
22	86.84	61	45.71
23	85.86	62	44.57
24	84.88	63	43.43
25	83.89	64	42.28
26	82.90	65	41.13
27	81.91	66	39.97
28	80.91	67	38.81
29	79.90	68	37.65
30	78.89	69	36.48
31	77.89	70	35.31
32	76.87	71	34.14
33	75.85	72	32.95
34	74.83	73	31.77
35	73.81	74	30.58
36	72.77	*75	29.49
37	71.74	*and thereafter	
38	70.70		
39	69.66		

**Monthly Mileage and Maintenance Data and Reporting.** Lessee agrees it shall report the Equipment's monthly mileage readings to Fleet Advantage, LLC either via email or electronic data, throughout the term of the lease. Lessee agrees it shall provide Fleet Advantage, LLC access to its onboard computer data and maintenance software data throughout the term of the lease.

**Possession and Final Acceptance**

Upon Equipment possession, Lessee assumes responsibility for accidents and any other liabilities.

**Insurance Policies** As to any item of Equipment which is required to be titled pursuant to applicable state laws, insurance policies shall (A) insure as additional insured parties, and (B) be faxed, and (C) then mailed, as follows:

- (A) Additional insured parties: Fleet Advantage, LLC and its successors and/or assigns; FA TITLE TRUST and Wells Fargo Delaware Trust Company, N.A. in its individual capacity and in its capacity as Owner Trustee, as additional insureds and loss payee as their interests may appear.

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(B) Fax Certificate to: 954-615-4401.

(C) Certificate Holder and Mailing address for Certificate: Fleet Advantage, LLC as Servicer of FA TITLE TRUST,  
401 E. Las Olas Blvd., Suite 1720, Fort Lauderdale, FL 33301.


Titles and registration documents cannot be prepared until insurance, exactly conforming to the above, is in place.

Only the single manually executed original of this Schedule that is stamped "ORIGINAL" shall constitute chattel paper in which an interest may be acquired by any assignee of Lessor. Any other manually executed original shall be stamped "DUPLICATE."

Fleet Advantage, LLC  
as Lessor

By:   
Name: Brian K. Holland  
Title: President and CFO  
Date: 6/4/19

Organix Recycling, LLC  
as Lessee

By:   
Name: James Candela  
Title: COO  
Date: 6/3/19