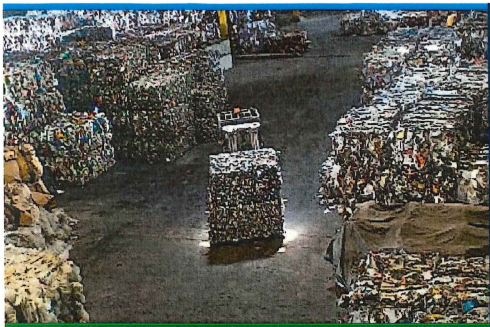




ESTABLISHED 1975

Town of Ledyard,
Connecticut
Bulky Waste Removal

May 23, 2023



May 23, 2023

Town of Ledyard
Attn: Matthew Bonin, Director of Finance
741 Colonel Ledyard Hwy
Ledyard, CT 06339

RE: BID #2023 – 08: Bulky Waste Removal

Dear Mr. Bonin

Willimantic Waste Paper Co., Inc., a wholly-owned subsidiary of Casella Waste Systems, Inc. ("Casella") is pleased to provide the Town of Ledyard ("Town") with the following proposal for the removal of bulky waste from the Ledyard Transfer Station. As the leading resource management company in the Northeast, we have nearly five decades of experience in collecting, hauling, and processing services, along with the dedicated Willimantic team has served the local communities for over four decades. As such, we believe Casella is the most qualified partner to meet the Town's material management needs.

Along with Casella's longstanding environmental service expertise, Casella recovers over one million tons of recyclables and organic residuals for beneficial use each year. We are committed to working collaboratively with Ledyard to help meet the Town's goal of responsibly managing solid waste collected locally. We are committed to building a diverse workforce that is passionate about serving our customers, adhering to the highest ethical standards, complying with all state and federal regulations, all the while improving our communities and environment.

In addition to solid waste and recycling services we often deploy education and other value-added services such as- mattress recycling, food waste options and new technology- to our customers, as desired. Our proposal outlines the scope of services commencing the first week of July 2023, our qualifications, experience, and value-added services. If Casella is awarded the contract, we have proposed a couple of nuances which we would like to call to your attention for review.

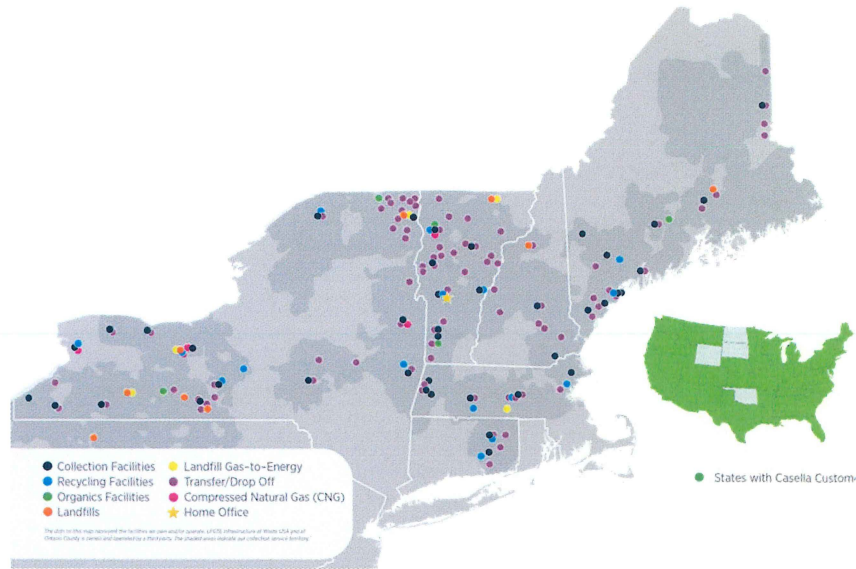
This proposal reflects our strong desire to continue our esteemed partnership with the Town of Ledyard and we look forward to discussing the opportunity in greater detail. If at any time you have any questions, please feel free to reach out to me or Marc Morgan, Strategic Account Manager- Municipal Services at (860) 576-1709.

Sincerely,


Brian Hovey
Market Area Manager

Who We Are

Casella is the Northeast's most experienced resource management company, with headquarters in Rutland, Vermont. Founded in 1975 as a single truck collection service, Casella employs over 3,000 people. We have grown our operations to include over 140 owned and/or operated facilities spanning from Pennsylvania to Maine, delivering services to residential, commercial, municipal, industrial, and institutional customers. We service over 900,000 customers in our Northeast operating footprint, provide curbside collection service to over 485,000 households, and provide professional resource management services to over 10,000 customer locations across 44 states. In addition, we serve as the largest recycler in the Northeast, recovering 800,000 tons of recyclables and nearly 400,000 tons of organic residuals each year.



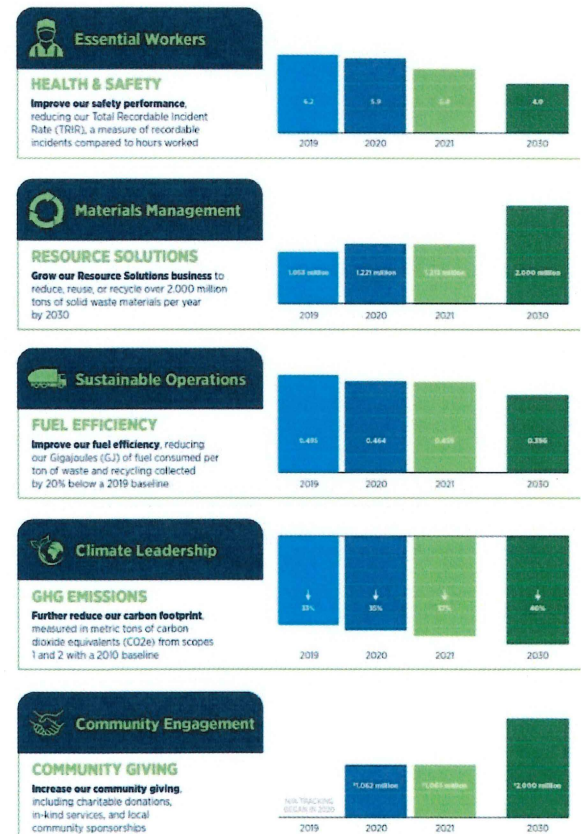
Today, with a clear strategy to serve our customers with integrated services, we continue to lead the solid waste industry with an innovative business model that seeks to create sustainable value beyond the traditional waste disposal model.

Our Sustainability Goals

Sustainability has been at our core since our founding in 1975. Over the years, important sustainability milestones have included:

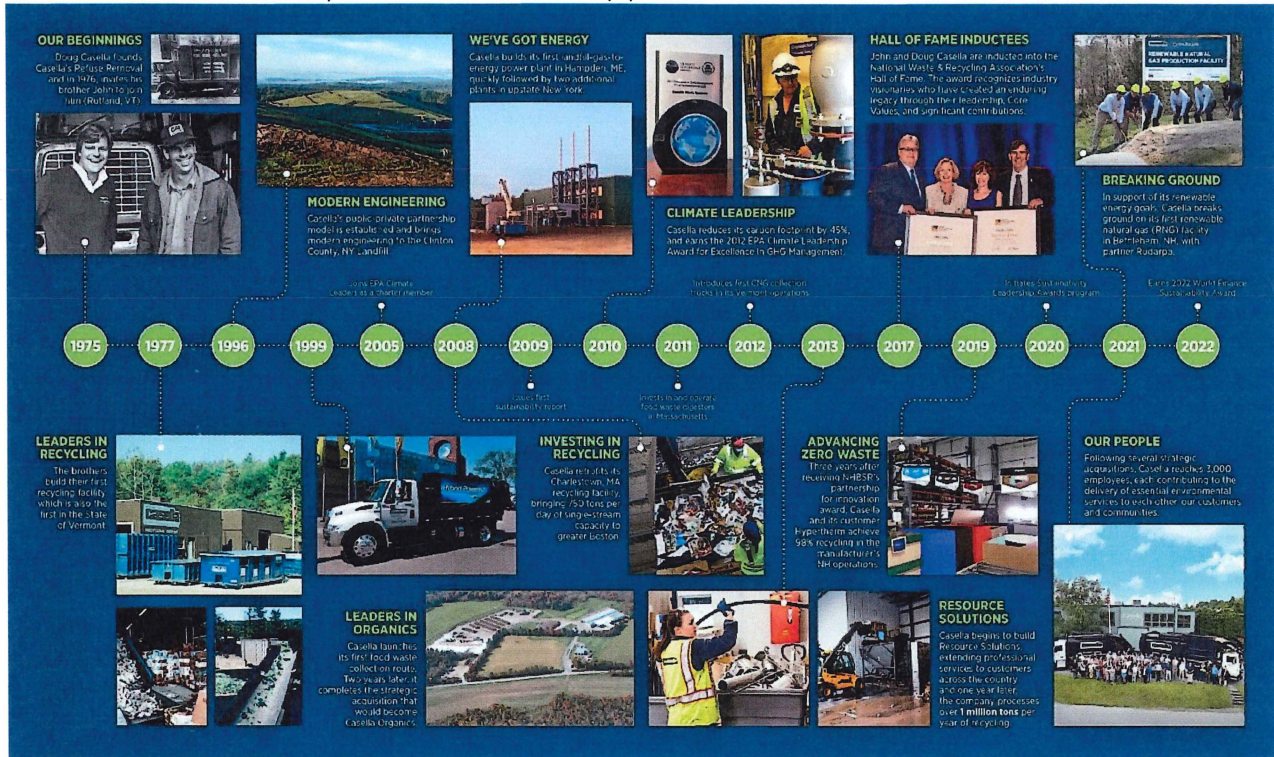
- **1977:** Opened our first recycling facility
- **1999:** Launched our first food waste collection route
- **2008:** Built our first landfill-gas-to-energy power plant
- **2012:** Earned the EPA Climate Leadership Award for Excellence in GHG Management
- **2014:** Reached the milestone of recovering 1 million tons per year of recyclables and organics

We have identified five key sustainability goals for 2030. These include reducing our greenhouse gas emissions by an additional 40% and increasing the tonnage we recover from the waste stream to 2 million tons per year. To view all five of our goals, and our progress toward achieving them, please visit sustainability.casella.com.



Milestones in Sustainable Materials Management

For over four decades, Casella has been continuously innovating, investing, and improving the infrastructure for sustainable materials management. Beginning in 1975 as a single truck operation, the company today runs over 1,000 trucks, employs over 3,000 people, and recovers over 1 million tons of recyclable materials every year.



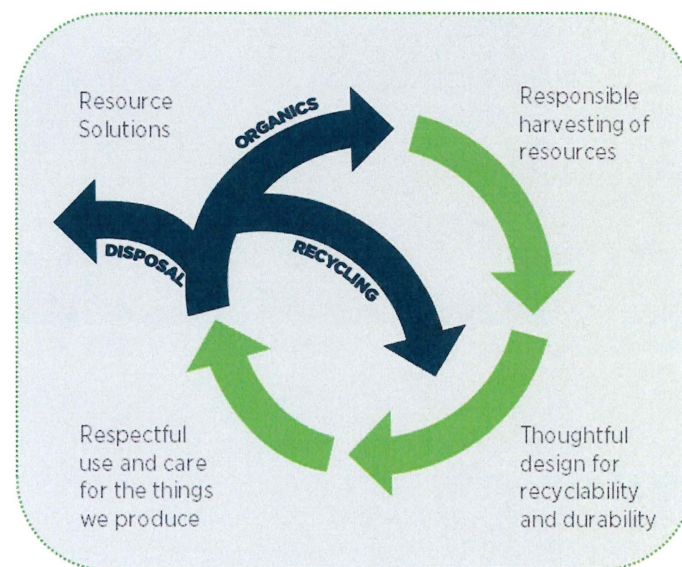
Waste Reduction & Prevention

As a society, we live in a closed-loop environment where everything is connected. An innovative approach to managing today's waste includes the realization that renewing the life cycle of the products our communities consume is a critical step in reducing our waste. The concept of managing solid waste means giving trash a new purpose and turning waste into a valuable resource.

Casella believes that improving the lives of our customers and those in the communities we serve encompasses the three pillars of sustainability:

1. Economic Development
2. Environmental Leadership
3. Social Responsibility

Casella encourages waste prevention and increases diversion rates by educating communities and institutions on what can and unfortunately sometimes cannot be recycled. We do this through marketing material and consistent communication with our municipal partners.



Scope of Services

Disposal

Roll-off containers provided for the storage and transfer of OBW include four (4) open top, 30 cubic yard roll-off containers.

We are presenting two options:

Option 1 – Casella to provide roll-off containers and haul waste to the CWPM facility in New London. See “Pricing Proposal” for cost details.

Option 2 – Casella to provide roll-off containers and haul waste to the Wheelabrator Incinerator. The Town of Ledyard would be billed directly from the disposal site. See “Pricing Proposal” for cost details.

Key Personnel & Customer Care

Casella’s Customer Care Center is available assist the Town residents. A majority of the calls we receive aren’t problems, rather they are questions or misunderstandings which can be immediately solved by a Customer Service Representative.

Casella’s Local Customer Care Center p. (860) 429-4527

Ledyard’s Town Officials will have a direct line to our local operations team to ensure any daily service issues are resolved promptly. Casella will have the following resources overseeing the contract and supporting the Town’s needs.

Market Area Manager: Brian Hovey
Phone: (860) 931-0246
Email: brian.hovey@casella.com

Division Manager: Mark Dimauro
Phone: (860) 670-2491
Email: mark.dimauro@casella.com

Reporting

Casella recognizes the importance of providing the Town with monthly and annual reports for quantities of materials received.

Compliance

Casella operates under strict compliance with all local, state, and federal regulations and laws, including EPA, OSHA, and DOT regulations. All Town ordinances will be clearly communicated and adhered to within our organization. All necessary permits, licenses, certificates, and inspections would be provided.

Exceptions to the RFP

Contractor Exceptions to Ledyard RFP Indemnification Language Noted in Red Text:

The Contractor shall indemnify, hold harmless, and defend the Town of Ledyard from and against any and all liabilities, claims, penalties, thereto, including but not limited to, costs of defense, settlement, and reasonable attorney's fees, which may be alleged against the Town, or which the Town may incur, become responsible for, or pay out as a result of death, bodily injury to any person, damage to or destruction of any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental law, regulation, order caused by, arising out of, or in any manner connected with his provision of waste removal services to the Town of Ledyard.

The Contractor shall be liable for and shall indemnify the Town of Ledyard from and against any injury or loss whatever resulting from the negligent act or omission of any employee or agent of the Contractor or from the failure of or the inadequacy of any of the Contractor's equipment.

Notwithstanding the foregoing, in no case shall the Contractor indemnify, hold harmless or defend the Town of Ledyard in any case for the Town of Ledyard's negligent or intentional actions.

The Town of Ledyard shall be responsible for any additional costs or expenses associated with Unacceptable Waste. "Unacceptable Waste" means: (a) any material that by reason of its composition, characteristics or quantity is ineligible for disposal; as determined by Casella, or any applicable federal, state or local laws, rules, regulations, or permits; (b) hazardous, toxic, radioactive, hospital or laboratory wastes or substances, or (c) any other material that Casella reasonably concludes would require special handling or present an endangerment to the disposal facility, the public health or safety, or the environment.

Proposed Pricing Details

If awarded the contract, we have proposed additional nuances of the agreement which we would like to call to your attention for review. Please see below:

1. Pricing included in proposal is valid for 90-days from submission date.
2. Fees may be further adjusted upon thirty (30) days' notice to cover increases in disposal and processing, cost of equipment increases or due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges.
3. Casella proposes the following annual increase:
 - o All Fees will be increased on July 1 of each year of the Term by a percentage equal to the greater of (a) 5.0% (b) the percentage change in the Consumer Price Index for All Urban Consumers: All Items in U.S. City Average (CPI-U) or (c) Consumer Price Index for Garbage and Trash Collection.
4. Casella proposes a mutually agreeable fuel surcharge when the cost of diesel is over \$5.00/gallon.

Qualifications and Experience

Insurance

Please see the attached certificate from our insurance agency, the Noyle Johnson Group. Casella can provide additional information needed upon further request.

Financial Information & Bank References

Casella Waste Systems is publicly traded on the NASDAQ Global Select Market under the symbol CWST. Casella's Investor Relations can be found at: <https://ir.casella.com/financial-information>

Bank of America	TD Bank
100 Federal Street, Boston, MA 02106	P.O. Box 999, Rutland VT 05702
www.bankVOD.com	
NO PHONE CALLS, BANK POLICY Vendor retrieval Fee \$25.00 same day and \$10.00 for 3-day service	(404) 783-5824 Contact Peron: Thomas Armstrong
#50295698 (Funding/Checking)	#5240199506 (Depository)

References

We view Municipal work as a partnership. Our over-arching goal is to provide the highest level of service and satisfaction to our municipal partners. We believe the best testament to our performance comes from our customers. Should you wish to reach out to some of your neighboring communities, the following list would certainly be willing to share their experiences in partnering with Casella.

Windham, Connecticut

Name: Don Fascio

Title: Public Works Director

Phone: (860) 465-3090

Email: pwdirector@windhamct.com

Address: 979 Main St, Willimantic, CT 06226

Partnership: Casella provides automated collection, disposal of municipal solid waste, and processing of recyclable materials to the Town of Windham, CT. *(Approximately 25,200 residents)*

Tolland, Connecticut

Name: Scott Lappen

Title: Director of Public Works

Phone: (860) 871-3694

Email: slappan@tolland.org

Address: 21 Tolland Green, Tolland CT 06084

Partnership: Casella provides automated collection, disposal of municipal solid waste, and processing of recyclable materials to the Town of Tolland, CT. *(Approximately 15,000 residents)*

Norwich, Connecticut

Name: Patrick McLaughlin, PE

Title: Public Works Director

Phone: (860) 823-3798

Email: pmclaughlin@cityofnorwich.org

Address: 50 Clinton Ave, Norwich, CT 06360

Partnership: Casella provides automated collection, disposal of municipal solid waste, and processing of recyclable materials; as well as two bulky waste pick-ups annually to the Town of Norwich, CT. *(Approximately 40,000 residents)*

Putnam, Connecticut

Name: Barney Seney

Title: Mayor

Phone: (860) 963-6800

Email: barney.seney@putnamct.us

Address: 200 School St, Putnam, CT 06260

Partnership: Casella provides manual collection, disposal of municipal solid waste, and processing of recyclable materials; as well as bulky waste pick-up to the Town of Putnam, CT. *(Approximately 9,200 residents)*

Value Added Services

Food Waste

Casella recognizes that organic waste makes up a significant percentage of the waste stream. Our success in recycling food and organic waste comes from decades of experience in the field. An early adoption approach would look like the following:

- Identify consolidation points in Town. Casella will analyze and provide collection.
- Utilize our inhouse marketing team and platforms to generate and distribute materials to communicate the program and its associated environmental value to residents.
- Monitor and report back to the Town to determine the best long-term solution.

Marketing & Education

Through our in-house marketing and design staff, we have the ability and willingness to support the Town in designing specialized outreach and educational material tailored towards specific needs. The success of these programs relies on effectively educating residents.



Casella's Recycling Toolkit: To help our customers adapt to the changing recycling market and provide best practices for removing contaminants from their recycling stream.



Facility Tours: We welcome our customers to join us for an onsite or virtual tour of our operations – this hands-on experience provides stakeholders with a deeper understanding of how the decision we make impact our industry daily.



Customized Signage & Marketing Support: To provide unique branding and program messaging support to our customers. We have the resources to design marketing material for major events, like collection calendars and special events.



Regular Meetings with Key Stakeholder Groups: to review program performance, educational resources, audit data, contamination photos, etc.



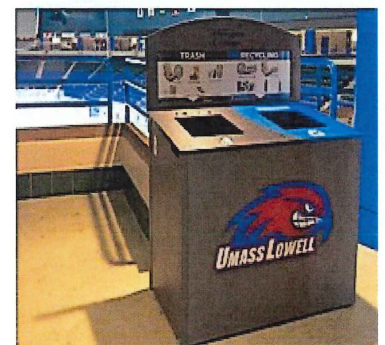
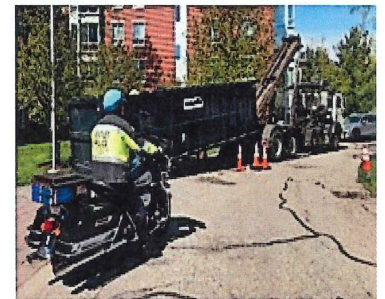
Material Audits & Composition: to deliver critical data and material information through on- and off-site material audits. We perform focused material stream audits to determine opportunities for improvement – both in quality & quantity. Along with load audits, our drivers utilize the approved Oops Sticker for curbside material audits.



Community Engagement: we are always looking for ways to engage our community and our customers both to hear about opportunities to improve our services, communication, and resources as well as simply to give back.



Partnerships: we recognize the power of partnerships and bring together the capabilities of a wide range of relationships and partnerships that Casella has established to meet the everchanging material management needs and goals of our customers.



Pricing Proposal

Option #1

Transfer Station Oversized Bulky Waste Disposal/Service Rates

Service	Rate
Oversized Bulky Waste (OBW) Disposal	\$115/ton
Hauling Roll Off Containers to Willimantic	\$200/haul

Option #2

Transfer Station Oversized Bulky Waste Disposal/Service Rates

Service	Rate
Oversized Bulky Waste (OBW) Disposal – direct billing with Wheelabrator Incinerator under SCRRRA agreement.	Town of Ledyard Direct Billing with Wheelabrator
Hauling Roll Off Containers to Wheelabrator Incinerator	\$215/haul

Pricing provided in this proposal is for Year 1 – 2023/2024. The second year of the contract will be subject to increases outlined in the “Proposed Pricing Details” section.

TOWN OF LEDYARD

BID FORM: BID #2023-08

The undersigned, as Bidder, declares that he has familiarized himself with the specifications and the invitation to bid which he understands and accepts as sufficient for the purpose intended, and agrees to furnish the Town of Ledyard with the following in accordance therewith:

OVERSIZED BULKY WASTE (OBW) REMOVAL 2023-2025 (see Proposal for details)

Fee: \$ \$200 per removal.

\$215/removal

Option #1 \$ \$115 per ton. Option #2

Town of Ledyard is billed directly from Wheelabrator

The Contractor will be paid the combined total of the removal fee for each pull and the tonnage fee according to each load.

PROPOSED DISPOSAL FACILITY

Identify the facility which is intended to be used for disposal of the waste handled under this contract.

Facility Name CWPM Transfer Station

Address 45 4TH Street

New London, CT 06320

NON-COLLUSIVE BID STATEMENT

The undersigned Bidder certifies that his bid is made independently and without collusion, agreement, understanding, or planned course of action with any other Bidder and that the contents of his bid shall not be disclosed to anyone other than his employees, agents, or sureties prior to the official bid opening.

SIGN HERE >



Date May 19, 2023

Print Name

Brian Hovey, Market Area Manager &
Duly Authorized Agent

Tel 860-931-0246

Company Name

Willimantic Waste Paper Co., Inc.

FAX

Address

121 Chronicle Rd

Willimantic, CT 06226



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2023

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amanda Hamilton
Noyle Johnson Group an Alera Group Company	PHONE (A/C, No, Ext): (802) 684-8096
119 River Street	FAX (A/C, No): (802) 223-7515
P.O. Box 279	E-MAIL ADDRESS: casella@nwjinsurance.com
Montpelier VT 05601-0279	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lexington Insurance Co.
	INSURER B: Old Republic Insurance Co.
	INSURER C: The Cincinnati Casualty Company
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: Willimantic 2023#2 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 NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR			082695204	04/30/2023	04/30/2024	EACH OCCURRENCE \$ 3,000,000
		X	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 3,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
B	AUTOMOBILE LIABILITY						
	☒ ANY AUTO			MWTB 311995 23	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ALL OWNED AUTOS		X				BODILY INJURY (Per person) \$
	☒ HIRED AUTOS		Y				BODILY INJURY (Per accident) \$
	☒ MCS-90						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		MWC 311994 23	01/01/2023	01/01/2024	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		Y	MWZX 315503 23	04/30/2023	04/30/2024	2,000,000
C	Excess Auto Liability			EXS0575546	04/30/2023	04/30/2024	3,000,000

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

Town of Ledyard is Additional Insured under the General Liability and Auto Liability Policies where required by written contract subject to the terms and conditions of each policy. Waiver of Subrogation applies in favor of the Certificate Holder where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Ledyard
741 Colonel Leyard Highway
Ledyard, CT 06339

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

Timothy Ayer/NBOIVI

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CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Willimantic Waste Paper Co., Inc., it was voted that John W. Casella, President and/or Brian Hovey, Market Area Manager, are each authorized to independently execute any and all contract and bid related documents for the Town of Ledyard, Connecticut's Invitation to Bid (#2023-08) "For the Removal and Disposal of Oversized Bulky Waste (#2023-08)." In the name of and on behalf of Willimantic Waste Paper Co., Inc., and affix its corporate seal hereto; and such execution of any contract obligation in this Company's name and on its behalf; all such documents shall be valid and binding upon Willimantic Waste Paper, Co., Inc.

A True Copy Attested,

Company Name: Willimantic Waste Paper Co., Inc.

Address: 121 Chronicle Road
Willimantic, CT 06226

Name & Title of Signatory: John W. Casella,
President and Secretary

Date: May 19, 2023

I hereby certify that I am the Secretary of Willimantic Waste Paper Co., Inc., and that the above vote has not been amended or rescinded and remains in full force and effect as of the date written above.

Signature:  _____



Bond No. 873441

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we, Willimantic Waste Paper Co., Inc., 121 Chronicle Road, Willimantic, CT 06226, Principal, and Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto the Town of Ledyard, Director of Finance, 741 Colonel Ledyard Highway, Ledyard, CT 06339, Obligee, in the penal sum of One Thousand and 00/100 Dollars (\$1,000.00), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Bid #2023-08, Bulky Waste Removal.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; nor shall the Surety be obligated to give a bond for performance.

If the Obligee makes no award within One Hundred Eighty (180) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice.

Signed, sealed and executed this 23rd day of May, 2023.

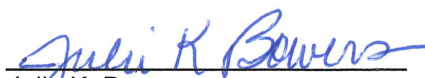
Willimantic Waste Paper Co., Inc.
Principal

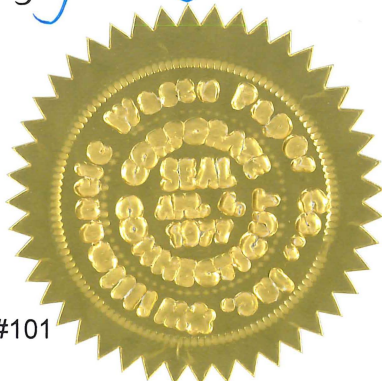
Evergreen National Indemnity Company
Surety

By: 
John W. Casella, President + Secretary

By: 
Patricia A. Temple, Attorney-In-Fact

Witness: 
Sylvia D. Jerome

Witness: 
Julie K. Bowers



EVERGREEN NATIONAL INDEMNITY COMPANY
Independence, Ohio

POWER OF ATTORNEY

Bond No. 873441

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Patricia A. Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:



Matthew T. Tucker, President

By:



David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K Bowers
Notary Public
in and For the State of Ohio
My Commission Expires
August 13, 2024



Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio)

SS:

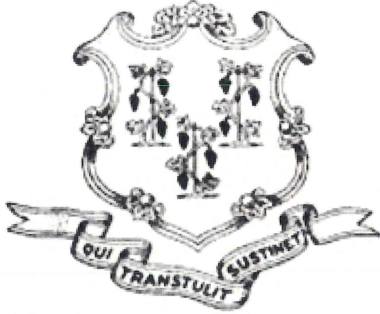
I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 23rd day of May, 2023.





Wan C. Collier, Secretary



State of Connecticut Insurance Department

This is to Certify, that Evergreen National Indemnity Company

having complied with the laws of the State of Connecticut is licensed to transact in this state until the first day of May 2024 unless this license be sooner revoked, the following lines of insurance:

- 01 - FIRE, EXTENDED COVERAGE, AND OTHER ALLIED LINES
- 03 - COMMERCIAL MULTIPLE PERIL
- 07 - INLAND MARINE
- 09 - WORKER'S COMPENSATION
- 10 - LIABILITY OTHER THAN AUTO (BODILY INJURY AND PROPERTY DAMAGE)
- 11 - AUTO LIABILITY (BODILY INJURY AND PHYSICAL DAMAGE)
- 12 - AUTO PHYSICAL DAMAGE
- 14 - FIDELITY AND SURETY

Witness my hand and official seal, at HARTFORD, CT
the 1st day of May, 2023



Insurance Commissioner

Certificate of Authority and Compliance

www.ct.gov/cid
P.O. Box 816 Hartford, CT 06142-0816
Affirmative Action/Equal Employment Opportunity Employer



Evergreen National Indemnity Company

Certificate

2022

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

Statement of Income

Direct Written Premium	37,465,662
Reinsurance Assumed	2,510,439
Reinsurance Ceded	(23,071,703)
Net Written Premium	16,904,398
Change in Unearned	(87,859)
Net Earned Premium	16,816,539
Losses & LAE Incurred	3,514,447
Net Commission Expense	6,711,258
Other Expenses	4,392,816
Underwriting Gain/ (Loss)	2,198,018
Net Investment Income	2,249,785
Net Realized Capital Gains (Loss)	130,133
Other Income/ (Expense)	6,053
Income Before FIT	4,583,989
Federal Income Tax	778,092
Net Income	3,805,897

Balance Sheet

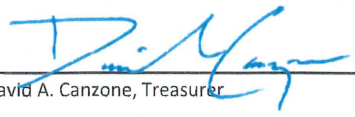
Assets

Invested Assets	60,331,980
Uncollected premium and agents' balances	1,322,166
Reinsurance Recoverable	227,141
Other Assets	280,277
Total Assets	62,161,564

Liabilities & Surplus

Unearned Premium Reserve	7,469,996
Loss & LAE Reserves	6,623,014
Ceded Reinsurance Payable	2,738,823
Amounts retained for others	1,607,393
Other Liabilities	2,731,838
Total Liabilities	21,171,064
Surplus	40,990,500
Total Liabilities & Surplus	62,161,564

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2022.


David A. Canzone, Treasurer