

State of Delaware
Sussex County

Agreement for Continuation of the Contract made between the Town of Dewey Beach, DE
and Waste Industries of Delaware, LLC dated February 11, 2017:

Section 1. Term

Having determined that is in the best interest of both parties and as is allowable by the
Contract, this Contract will be extended through April 30, 2025.

All other terms and conditions remain the same. In witness whereof, the Town of Dewey
Beach and Waste Industries of Delaware, LLC have executed this contract continuation as of
this day and year as written:

Waste Industries of Delaware, LLC

Town of Dewey Beach

By: 
Bryan Kastor- General Manager

By: 

Date: 2/25/2022

Date: 02/25/22



TOWN OF DEWEY BEACH

www.townofdeweybeach.com

105 Rodney Avenue
Dewey Beach, DE 19971
302-227-6363 (Voice or TDD)
302-227-8319 (Fax)

January 22, 2019

Waste Industries

Attention: Bryan Kastor

Dear Mr. Kastor

Please be advised that the Town of Dewey Beach has agreed to modify the existing contract with Waste Industries, to include municipal trash pickup effective May 1, 2019 to end April 30, 2022.

The agreed upon schedule is detailed below:

Beach Solid Waste and Town of Dewey Beach Government Solid Waste and Recyclables

1. Year round collection of beach solid waste 20 containers on streets abutting Ocean including ash cans, 20 containers on streets east of Rt 1 and 1A, in season beginning on first Monday in May, twice a week collection on Monday and Friday through Last Monday in September and once a week on Monday the remainder of the year. In-Season collection will include holidays should they fall on a Monday or Friday. Out of season holiday collection shall occur on Tuesday if the holiday falls on Monday. (For all years of Contract)
2. Year round collection of 10 containers West of Rt 1 and 1A (Houston St 1A, Rodney, Read, Dagsworthy, Bellevue, Saulsbury, Collins, corner Swedes and Bayard, corner Bellevue and Bayard, Lions Club Playground. In season beginning on first Monday in May, twice a week collection on Monday and Friday through last Monday in September and twice a month the remainder of the year on Mondays. In season collection shall include holidays should they fall on a Monday or Friday. Out of season holiday collection shall occur on Tuesday if the holiday falls on Monday. (For all years of Contract)
3. Year round collection of 3 solid waste containers and 3 recyclable containers at Town Hall. In season from first Monday in May through last Monday in September, twice a week collection on Mondays and Fridays. The remainder of the year shall be once a week on Mondays. In season collection shall include holidays should they fall on a Monday or Friday. Out of season holiday collection shall occur on Tuesday if the holiday falls on Monday. (For all years of Contract)

dumpster

Bulk Beach and Yard Waste-8 Yard Dumpster and 8-yard Recycling Dumpster

1. Year-round collection of 8-yard Recycling Dumpster and 8 Yard Dumpster bulk beach debris and Town of Dewey Beach street cleaning which may include yard waste. Collections shall be twice a week on Mondays and Friday, during the in season beginning on first Monday in May through the end of September each year. Collection shall occur on all holidays that fall on Monday in season. Collection will be once every other week on Mondays the remainder of the year. Out of season holiday collection shall occur on Tuesday if the holiday falls on Monday. (For all years of Contract)

General Collection Details

A. All Solid Waste Recycle and Bulk Waste collection shall be collected between the hours of 8:00 AM and 4:00 PM, on Mondays and Fridays, including Holidays in Season- May 1, though Last Monday of September. Out of season collection will be the day following a holiday, but not on Sundays.

B. As a beach resort the Town may require storm damage waste to be picked up on occasion. The Town Manager will determine the times and schedules giving Waste Industries 3 days' notice for the pickup. Costs shall be mutually agreed upon.

D. The Town of Dewey Beach reserves the sole right to investigate and determine whether there are violations concerning the late or early collection provisions of the contract.

Costs-for all the above services as specified by Waste Industries based on the bid accepted by the Commissioners of the Town of Dewey Beach are \$15,291.00 for each year, or a total cost for all three years of the contract are \$47,763.00.

Billing-shall be occur as follows each fiscal year-beginning May 1, 2019 through April 30, 2022.

May 1	\$3,980.25
August 1	\$3,980.25
November 1	\$3,980.25
February 1	\$3,980.25

Specifications on Trash Receptacles

Area to be serviced


1. At Street End Abutting Ocean Collins Ave. to Chesapeake St	20 Cans
2. Highway 1 and 1A Ocean Side Streets (West Side Rt. 1)	20 Cans
3. Houston St. North-1A.	1 Can
4. Rodney, Read, Dagsworthy, Bellevue, Saulsbury, Collins	6 Cans
5. Swedes and Bayard	1 Can
6. Bellevue and Bayard	1 Can
9. Lions Club Play Ground	1 Can
Sub Total	50 Cans
10. Rodney Avenue (Town Hall)	3 Cans + 3 Recycling Cans
Total	53 Cans + 3 Recycling Cans \$16 per \$16
per can or \$832 total per month	

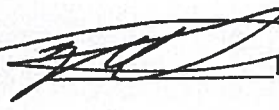
8 yd Solid Waste Dumpster \$445 in season, \$267 off season
8 yd Recycle Dumpster \$110 in season, \$75 off season

Schedules for in season and out of season will remain as exists with the original Waste Industries to coincide with Peninsula contract pickup dates.

Municipal trash yearly	\$10,752
Dumpster in season	\$2,225
Dumpster out of season	\$1,869
Recycling in season	\$ 550
Out of season	\$ 525
TOTAL Yearly Costs	\$15,921

The undersigned agree to the terms of this agreement as specified by the Town of Dewey Beach Commissioners on January 21, 2019 for a period of three years commencing on May 1, 2019-ending April 30, 2022.

 Date 2/22/19
Scott Koenig
Town Manager

 Date 2/22/19

**SINGLE PROVIDER SOLID WASTE and RECYCLING COLLECTION,
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SINGLE-PROVIDER SOLID WASTE and RECYCLING COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the 11TH day of February, 2017, by and between the Town of Dewey Beach, hereinafter referred to as the "Town", and Waste Industries of Delaware, LLC hereinafter referred to as "WI".

RECITALS

- A. The Town desires to have a single-service provider for residential collection of solid waste and recycling.
- B. Pursuant to the enactment of Ordinance No. 737 (the "Ordinance"), subject to the limited exceptions set forth therein, the Town requires that residential trash and recycling collection services be rendered by a single town-wide trash collection service provider.
- C. Subject to the provisions of this Agreement, the Town has selected WI to serve as the single provider of residential trash and recycling services in Town as a result of a competitive bid process.
- D. WI has in place the requisite business and liability insurance and performance bonding agreements to cover the five-year duration of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and subject to the terms and conditions stated, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties on the date hereof, with Services (defined below) beginning on May 1, 2017 and extending through April 30, 2022 (the "Term"). The term shall automatically renew for a second term of three years unless the contract is terminated pursuant to written notice in accordance with paragraph 24 hereof provided on or before February 1, 2022. ~~one three (3) year period unless either party provides written notice of their intent not to renew the Contract.~~

2. Services.

a) Types of Services and Exceptions. The Town hereby grants to WI the exclusive right for the collection and transportation of residential solid waste and recyclable materials in the Town of Dewey Beach from the point of pickup, including both single family and multi-family residential units, to a solid waste disposal site or materials facility in WI's discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services"). Without limiting the foregoing, the Services will include the following:

Services to be Provided:

✓

1. Residential Curbside Trash and Recycling;
2. Front End Trash and Recycling collection for multi-family housing;
3. Yard Waste and other Special Pickups; and
4. Valet Service with respect to those residences selecting and paying for such service; provided that In Season rentals will be required to select Valet Service. Valet Service is defined as a single-source provider picks up trash and recycling containers and returns these containers to their original location. That location must be readily accessible.

b) Exceptions to service requirements:

As set forth in §153-4 as amended;

1. Those residences with existing service agreements that are not terminable;
2. Mixed use properties that share a dumpster with a commercial establishment
3. Commercial establishments; and
4. Exceptions may be authorized at the discretion of the Town Manager.

c) WI acknowledges that, to its knowledge, all streets in Dewey Beach are currently passable. However, in the event of unforeseen circumstances, WI is not required to provide collection to any street that is not safely passable by WI's equipment. WI shall notify the Town of the limitations and impassability of WI's equipment on such streets so items for collection can be relocated and placed where practicable for collection. WI will not be responsible for any pre-existing damage on roadways or surfaces within the Town.

d) Service Agreements. WI shall establish a service agreement, whether written or oral, with property owners or their representatives at the rates set forth on Exhibit A, subject to adjustment as permitted herein. Upon 30 days' advance notice from the property owner or their representative to WI, property owners may suspend service during the Out of Season months for a period of not less than 30 days with no charge from WI. If they contract only for summer season service, no further notice is required to end out-of-season service.

3.Types of Waste: Title to Waste.

- a) Notwithstanding anything to the contrary herein, WI shall only be responsible for the collection, transportation and disposal of Acceptable Waste and only such Acceptable Waste as is disposed of in a 95 gallon, WI-provided, residential roll-out cart or WI provided dumpster or roll-off container. Acceptable Waste collected by WI hereunder shall be delivered to the Delaware Solid Waste Authority ("DSWA"). WI's duty to collect solid waste will be limited to those acceptable by the DSWA (Information is available at www.DSWA.com under "Acceptable Waste") and shall not include any Unacceptable Waste. "Unacceptable Waste" shall include, without limitation, any Hazardous Waste defined by federal, State or local laws or regulations: tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical, toxic or hazardous waste

or any other waste that is not commonly denominated as Municipal Solid Waste (MSW) under DSWA requirements. WI shall not be in breach of this Agreement for failure to pick up and/or dispose of waste other than Acceptable Waste or waste not placed in the WI-provided container and placed at the designated location.

- b) Bulk items such as gas grills or couches, as examples, can be picked up through special advance arrangement with WI.
 - c) Recyclables collected by WI hereunder shall be delivered to the DSWA at one of their recycling centers. WI's duty to collect recyclables will be limited to those acceptable by the DSWA. Recyclables are all solid waste defined by the DSWA as "recyclable" and eligible for single stream recycling.
 - d) Yard Waste collected by WI hereunder shall be disposed of as provided by DSWA requirements.
4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by WI, in a safe condition throughout the Term. In the event any WI-provided containers are damaged due to the negligence or willful misconduct of the property owner, repair or replacement will be charged to the property owner.
5. Schedule. WI shall operate on a schedule to ensure timely service. Service hours will be between 8:00 a.m. and 4:00 p.m. Service days for waste collection during the months of May through September ("In Season") will be two times per week on Mondays and Fridays and for recycling will be one time per week on Monday including Memorial Day, July 4th and Labor Day if such holidays fall on a Monday or Friday. Service days for waste during the months of October through April ("Out of Season") will be one time per week on Mondays and for recycling will be biweekly on Mondays. WI and/or the Town may request scheduling changes during the term of this Agreement, such requested changes must be mutually agreeable to both parties. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day or any day that the DSWA is closed due to unforeseen and unusual circumstances.
6. Billing. WI will bill the property owners or their representative monthly in advance for Services provided both In Season and Out of Season. WI will notify the Town of any property owners or their representative who is classified as non-pay and will provide the Town not less than 30 days notice prior to termination of service. Following such period, WI may cease providing Services to the delinquent property owner until such time as payment is current.
7. Rates: Rates shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee").
8. Adjustments:
- a. Allowable cost based Service Fee increase: WI will be entitled to adjust the Service Fees

based on a documented increase in solid waste user fees (Tipping Fees) as determined by the DSWA occurring any time after July 1, 2017. Conversely, any decrease in such Tipping Fees after such date will adjust the Service Fees downward accordingly. The increase or decrease based on the change in Tipping Fees will be \$0.08 per unit per month for once per week service and \$0.16 per unit per month for two times per week service for each \$1.00 per ton change in Tipping Fees.

- b. Starting in Year 3, beginning on May 1, 2019 and for all subsequent years of this agreement WI may request an increase or decrease in the Service Fees to reflect the annual percent change from the prior year in the Garbage and Trash Collection index, using Table 2 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average by detailed expenditure category, published monthly in the Bureau of Labor Statistics Economic News Release, such request not to be unreasonably denied. The percentage change will be calculated using data in the May report (reflecting April data) and the percentage change determined will be applied to the Service Fees beginning July 1. The maximum allowable percentage increase or decrease in any one year shall be 3%.
- c. The Service Fee may be adjusted more often than annually if such adjustment arises out of changes in WI's costs related to provision of the Services over which WI has no control, including by way of example, but not limitation, recycling, material processing fees, and governmental regulations. With respect to adjustments pursuant to this Section 8(c), documentation will be provided and any adjustment must be agreed to by both parties in writing, not to be unreasonably refused.
9. Representations of WI: WI currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. WI will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.
10. Point of Contact: All dealings, contacts, etc. between WI and the Town shall be directed by WI to the Town Manager or his designee. The Town will direct interaction related to this Agreement to the General Manager or his designee.
11. Local Presence: WI will provide a local telephone number to its office for the use of the Town and its property owners or their representatives to communicate with WI if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (other than holidays).
12. Notification of Property Owners: Upon signing of this Agreement the Town shall communicate the new service arrangements to the property owners. WI will then send out a welcome letter to property owners of record (using a Town provided address list with directions on how to enroll, days of service, holiday schedule, procedures and the pricing in this Agreement). In addition, excluding schedule changes listed in Section 5, as and when approved by the Town, WI will notify the property owners or their representative with respect to any changes in service day or other similar information due to a change by either

WI or the Town. Both the Town and the WI shall appoint a transition coordinator to work through any and all customer issues related to the transition to the new service.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Performance Bond: WI will supply the Town with a Performance Bond in the amount of \$100,000, which performance bond will be available to the Town in the event WI is determined to be in breach of this Agreement, the Town has suffered measurable damage, and WI has not otherwise satisfied its liabilities and obligations hereunder. The parties acknowledge that the Performance Bond is not intended to cap WI's liabilities and obligations. In the event of a conflict between the terms of the Performance Bond and this Agreement, the terms of the Performance Bond shall govern.

15. Service Standards: WI will keep a log of all service complaints, whether received directly from property owners or their representatives or indirectly through the Town, which log will be available for review by the Town. In the event the Town receives any service complaints, they will promptly be forwarded to WI for resolution. With respect to complaints for missed pick-ups, WI will resolve such complaint no later than the next business day. With respect to complaints for fluid leakage or spilled trash caused by WI, such complaints will be resolved on the same day if notified by 11:00 a.m. or by the next business day if notified after 11:00 a.m. In the event of in excess of three (3) consecutive misses with respect to a single property owner, WI will be deemed to be in breach of this Agreement and the remedies set forth in Section 13 shall be available to the Town; provided, however, that during the cure period set forth in Section 13, the parties agree to meet and work together in good faith to resolve the service issues prior to termination. For purposes of clarification, a pickup will not be deemed as "missed" if it is reasonably verifiable that the property owner or its representative did not place his or her cart at curbside by 7:00 a.m. on the service day, the cart contained waste other than Acceptable Waste or the property owner was on "stop service" due to non-payment.

16. Indemnification: WI agrees to indemnify and hold the Town harmless from and against any and all claims, liabilities, demands and causes of action arising out of WI's negligence in performance of the Services or arising out of WI's failure to comply with the provisions of this Agreement. To the extent allowed by law, the Town will indemnify and hold WI harmless from and against any and all claims, liabilities, demands and causes of action arising out of the Town's negligence or arising out of the Town's failure to comply with the provisions of this Agreement. The Town assumes no liability to property owners for any damages they may incur for actions taken or not taken by WI in provision of the Services, nor does the Town assume any responsibility to WI for Unacceptable Waste disposed of by

property owners or their guests or losses due to nonpayment by customers. The Town will cooperate with WI to address such issues with the property owners or their representative.

17. Force Majeure: WI shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of WI. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, unusually severe weather making safe passage on the roadways in the service area substantially impossible, and states of emergency called by the State; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of WI. The Town of Dewey Beach shall not be liable for any breach or failure to perform arising from a duty to comply with an order issued by a court of competent jurisdiction.

18. Assignment: Neither party may assign this Agreement, nor the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld.

19. Insurance: WI shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$10,000,000 each occurrence

Certificates of insurance shall be provided to the Town by WI effective for the coming year with the above coverages and the Town shall be listed as an additional insured (other than with respect to Workers Compensation and Employer Liability).

20. Mediation. Any disputes between the parties hereto with respect to this Agreement or the Services provided hereunder, which the parties cannot resolve between themselves using good faith shall be referred to a court certified Mediator of the Superior Court of the State of DE. The parties shall share the costs of the mediation.

21. Validity. If a provision of this Agreement is declared invalid, such a finding shall not invalidate the remainder of this Agreement.

22. Amendments All amendments to this Agreement must be made in writing and signed by both parties.

23. Venue and Jurisdiction. Should a lawsuit be necessary to enforce the provisions of this Agreement, the parties agree that jurisdiction and venue are waived and suit shall be brought in the Superior Court of the State of DE in the County of Sussex.

24. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or email or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to WI, to:

Bryan Kastor- General Manager
28471 John J. Williams Hwy.
Millsboro, DE 19966

Email:

Fax:

If to the Town, to:

Town Manager
105 Rodney Avenue
Dewey Beach, DE 19971

Email:

Fax:

25. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein. It is agreed that the WI's bid opened October 6, 2016, as modified during negotiations, together with the advertisement for bids/proposals, the terms and conditions set forth in the Request for Proposal, the WI's Performance Bond, and insurance certificates as appropriate, are incorporated herein, attached to and made a part of this Agreement. In the event of a conflict between this Agreement and any such documents, this Agreement shall control.

26. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Signature page follows.

IN WITNESS WHEREOF, the Town of Dewey Beach and Waste Industries of Delaware, LLC, have executed this Single Provider Solid Waste and Recycling Collection, Transportation and Disposal Agreement as of the date first set forth above.

The Town of Dewey Beach, DE

By: *Dale H. Cooke*

Name: DALE H. COOKE

Title: MAYOR

Waste Industries of Delaware, LLC

By: *Patrick J. Luce*

Name: Patrick J. Luce

Title: Government Contracts Manager

Date: 2/10/17

Waste Industries Pricing Sheet

<u>Residential Trash and Recycling Service</u> (One) 95 Gallon Trash, (One) 95 Gallon Recycling	<u>May 1st to September 30th, per month</u> 2x week trash, 1x week recycling \$27.32 per residence	<u>October 1st to April 30th, per month</u> 1x week trash, bi-weekly recycling \$23.32 per residence
Multi-unit residences may request as many trash and recycling containers as reasonably determined to meet their needs, with the total amount not required to equal the number of residences. (One) 95 Gallon Trash, (One) 95 Gallon Recycling. Additional can prices apply if more cans are requested than the total number of living units.	\$27.32	\$23.32
Valet Service	\$15.00 extra, per residence	\$10.00 extra, per residence
Extra Cans (applies to cans in addition to the standard service levels in and out of season)	\$16.00 each per residence for garbage; \$4.00 each per residence for recycle	\$11.00 each per residence for garbage; \$3.75 each per residence for recycle
Trash Dumpsters- Each 2 cubic yards 4 cubic yards 6 cubic yards 8 cubic yards	2x per week \$205.00 \$275.00 \$357.00 \$445.00	1x per week \$105.00 \$165.00 \$214.00 \$267.00
Recycling Dumpsters- Each 4 cubic yards 6 cubic yards 8 cubic yards	1x per week \$110.00 \$110.00 \$110.00	Bi-weekly \$75.00 \$75.00 \$75.00
Roll offs for bulk solid waste	\$60.00 delivery \$185.00 haul \$85.00 per ton disposed	
Roll offs for yard waste	\$60.00 delivery \$200.00 haul \$40.00 per ton disposed	

Yard Waste

On-Call Service (Tuesdays)

- \$7.50 for first 3 bags, containers, or bundles
- \$2.50 for each additional bag, container or bundle

Weekly Service (Tuesdays)

- \$25.00/month

Bulk

General household bulk items will be collected on an on-call basis. Bulk is defined as any household item(s) that cannot be placed within the standard Waste Industries 96 gallon cart. Pricing will be \$25:

- Per two yards of small material (residential rear load hopper load) to include but not limited to:
 - Charcoal grill
 - Bicycles
 - Beach and camp chairs
 - TV
 - Microwaves
- Per large item to include but not limited to:
 - Gas Grills (cannot accept propane tanks)
 - Mattress & Box Spring (1 set)
 - Recliner
 - Couch
 - Loveseat
 - Dining Room Table
 - Range
 - Carpet Rolls (must be cut into 4' sections)
 - Washer
 - Dryer
 - Exercise Equipment (Treadmill, Elliptical, Bench, etc.)

Freezers, refrigerators, wine and keg coolers, or any items that contain refrigerant will be collected on an on-call basis for \$50 per item. These items must be collected in a separate, non-compaction vehicle and taken to an alternative disposal site.

PERFORMANCE BOND
Annual Form

Aspen American Insurance Company
175 Capital Boulevard
Rocky Hill, CT 06067

Bond No. SU30638

KNOW ALL BY THESE PRESENTS, That we Waste Industries of Delaware, LLC as Principal, and Aspen American Insurance Company, of Texas, authorized to do business in the State of Delaware, as Surety, are held and firmly bound unto Town of Dewey Beach, Delaware as Obligee, in the maximum penal sum of One Hundred Thousand & 00/100 Dollars (\$100,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee effective the 1st of May, 2017 for Solid Waste and Recycling Collection, Transportation and Disposal in accordance with the terms and conditions of said agreement (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms. Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of May 1, 2017 to May 1, 2018. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew or cancel this Bond (pursuant to paragraph 2 below), shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.

2. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.

3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.

4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below.

Surety Address: **Aspen American Insurance Company**
175 Capital Boulevard
Rocky Hill, CT 06067

5. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 3rd day of February, 2017

Waste Industries of Delaware, LLC

By: D. Stephen Grissom
D. Stephen Grissom, Chief Financial Officer, Principal

Aspen American Insurance Company

By: James W. Poole
James W. Poole, Attorney-in-Fact



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint James W. Poole; Robert G. Salmon, Jr.; John D. Kinney; David J. Braswell of Insurance & Risk Evaluation, Inc. DBA INSURE its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident therein, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect.

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc: Michael Toppi, Executive Vice President, Scott Sadovsky, Senior Vice President, James Mercer, Senior Vice President, Matthew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 16th day of April 2015

STATE OF CONNECTICUT

SS. ROCKY HILL.

COUNTY OF HARTFORD

Aspen American Insurance Company

Scott Sadovsky
Scott Sadovsky, Senior Vice President

On this 16th day of April, 2016 before me personally came Scott Sadovsky to me known, who being by me duly sworn, did depose and say: that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the Resolutions thereof.

Vanesa Adams
Notary Public

My commission expires: February 28, 2019

CERTIFICATE

I, the undersigned, Scott Sadovsky of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 28th day of FEBRUARY, 2017

By

Scott Sadovsky

Name: Scott Sadovsky, Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email Patricia.Taber@aspenspecialty.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2017

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 INSURE 2607 GLENWOOD AVENUE PO BOX 31508 RALEIGH NC 27622	CONTACT NAME: TRACY MEADOWS PHONE (A/C No. Ext.): (919) 781-1115 FAX (A/C No.): (919) 783-6427 E-MAIL: TMEADOWS@INSURE-NC.COM ADDRESS: TMEADOWS@INSURE-NC.COM
INSURED WASTE INDUSTRIES OF DELAWARE LLC 28471 JOHN J WILLIAMS HIGHWAY MILLSBORO DE 19966	INSURER(S) AFFORDING COVERAGE INSURER A: AIG SPECIALTY INS CO 26883 INSURER B: LIBERTY MUTUAL FIRE INS CO 23035 INSURER C: COMMERCE & INDUSTRY INS CO 19410 INSURER D: LIBERTY INS CORP 42404 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: MILLSBORO-16/17

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.

INER LTR	TYPE OF INSURANCE	ADOL INER INSD NOV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	EG-13112874	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	A12-651-291817-016	07/01/2106	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE-023354979	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WA7-65D-291817-026	07/01/2016	07/01/2017	<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

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

RE: SOLID WASTE AND RECYCLING COLLECTION, TRANSPORTATION AND DISPOSAL

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, AND UMBRELLA LIABILITY COVERAGES PER FORMS WIG1505 (07/15) AND WIA1505 (07/15) ATTACHED.

CERTIFICATE HOLDER

TOWN OF DEWEY BEACH
ATTN TOWN MANAGER
105 RODNEY AVENUE
DEWEY BEACH, DE 19971

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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ACORD 25 (2014/01)
INS025 (201401)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2017

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

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PRODUCER	CONTACT NAME: TRACY MEADOWS
INSURE	PHONE (A/C, No. Ext): (919) 781-1115 FAX (A/C, No): (919) 783-6427
2607 GLENWOOD AVENUE	E-MAIL ADDRESS: TMEADOWS@INSURE-NC.COM
PO BOX 31508	INSURER(S) AFFORDING COVERAGE
RALEIGH NC 27622	INSURER A: AIG SPECIALTY INS CO NAIC # 26883
INSURED	INSURER B: LIBERTY MUTUAL FIRE INS CO 23035
WASTE INDUSTRIES OF DELAWARE LLC	INSURER C: COMMERCE & INDUSTRY INS CO 19410
28471 JOHN J WILLIAMS HIGHWAY	INSURER D: LIBERTY INS CORP 42404
MILLSBORO DE 19966	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: MILLSBORO-16/17

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	EG-13112874	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	AI2-651-291817-016	07/01/2106	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE-023354979	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WA7-650-291817-026	07/01/2016	07/01/2017	<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

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

RE: SOLID WASTE AND RECYCLING COLLECTION, TRANSPORTATION AND DISPOSAL

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, AND UMBRELLA LIABILITY COVERAGES PER FORMS WIG1505 (07/15) AND WIA1505 (07/15) ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF DEWEY BEACH
ATTN TOWN MANAGER
105 RODNEY AVENUE
DEWEY BEACH, DE 19971

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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ACORD 25 (2014/01)

INS025 (201401)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2017

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

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PRODUCER INSURE 2607 GLENWOOD AVENUE (27608) PO BOX 31508 RALEIGH NC 27622	CONTACT NAME: TRACY MEADOWS PHONE (A/C No. Ext): (919) 781-1115 FAX (A/C No.): (919) 783-6427 E-MAIL ADDRESS: TMEADOWS@INSURE-NC.COM
INSURED WASTE INDUSTRIES OF DELAWARE LLC 28471 JOHN J WILLIAMS HWY MILLSBORO DE 19966	INSURER(S) AFFORDING COVERAGE INSURER A: AIG SPECIALTY INS CO NAIC # 26883 INSURER B: LIBERTY MUTUAL FIRE INS CO 23035 INSURER C: LIBERTY INS CORP 42404 INSURER D: NATIONAL FIRE & MARINE INS CO 20079 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: millsboro-17/18

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	ADDITIONAL SUBS (INSR WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		EG-13112875	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AI2-651-291817-016	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EGU-5677915	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WA7-65D-291817	07/01/2017	07/01/2018	<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
D	EXCESS LIABILITY		42XSF30388801	07/01/2017	07/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000

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

RE: RFP SOLID WASTE, RECYCLABLE & BULK WASTE COLLECTION

IF REQUIRED BY WRITTEN AGREEMENT: WAIVER OF SUBROGATION IS APPLICABLE TO WORKERS' COMPENSATION PER FORM WIS1505 (07/15) ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF DEWEY BEACH
ATTN TOWN MANAGER
105 RODNEY AVENUE
DEWEY BEACH, DE 19971

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

TRACY MEADOWS/TRACY

Tracy Meadows

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**WASTE INDUSTRIES - AIG
"WAIVER OF SUBROGATION" ENDORSEMENTS**

**WORKERS COMPENSATION ENDORSEMENT
WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS
WC 00 03 13 (04/84)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for which the insured has completed a written agreement to provide this waiver.

**COMMERCIAL GENERAL LIABILITY ENDORSEMENT
AMENDMENT OF TRANSFER OF RIGHTS OF RECOVERY
94283 (03/07)**

We waive any right of recovery we may have against any person or organization where required by written contract but only for payments we make because of payments for bodily injury, property damage or personal injury arising out of your ongoing operations or your work done under a contract with that person or organization and included within the products-completed operations hazard.

**COMMERCIAL AUTOMOBILE LIABILITY ENDORSEMENT
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER
OF SUBROGATION)
CA 04 44 (10/13)**

The transfer of rights of recovery against others to us condition does not apply to any person or organization with whom we have entered into a contract or agreement, but only to the extent that subrogation is waived prior to the accident or loss under a contract with that person or organization.

**COMMERCIAL UMBRELLA LIABILITY ENDORSEMENT
WAIVER OF SUBROGATION
94283 (03/07)**

We waive any right of recovery we may have against any person or organization where required by written contract but only for payments we make because of payments for bodily injury, property damage or personal injury arising out of your ongoing operations or your work done under a contract with that person or organization and included within the products-completed operations hazard.

COMMERCIAL LINES

WIG 1505 (07/15)

**WASTE INDUSTRIES - AIG
COMMERCIAL GENERAL LIABILITY**

**COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED- TERMS AND CONDITIONS
103124 (05/14)**

Any person or organization, other than a third party carrier, with whom you have agreed to include as an insured, because of a written contract, written agreement or permit, is an insured, but only with respect to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of your operations, your work, equipment or premises leased, rented or owned by you, or your products which are sold in the regular course of a vendor's business.

However, this insurance does not apply to bodily injury or property damage arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

In the event that a written contract or agreement or permit requires this insurance to be primary for any above person or organization this insurance is primary and we will not seek contributions from any such other insurance issued to such person or organization.

WIG 1505 (07/15)

**WASTE INDUSTRIES - AIG
AUTOMOBILE ADDITIONAL INSURED ENDORSEMENTS**

**COMMERCIAL AUTOMOBILE
ADDITIONAL INSURED- WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
CA 20 48 (10 13)**

This endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM

Section II – Liability Coverage, A. - Coverage, 1 –Who Is An Insured, is amended to add the following:

f. Any person or organization to whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy. Each person or organization is an "insured" for Covered Autos Liability Coverage.

**COMMERCIAL AUTOMOBILE
PRIMARY COVERAGE FOR ADDITIONAL INSUREDS
AC 84 23 (08/11)**

This endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM

Section V. MOTOR CARRIER CONDITIONS, B. General Conditions, 5. – Other Insurance Condition:

If you have agreed that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.



TOWN OF DEWEY BEACH

www.townofdeweybeach.com

105 Rodney Avenue
Dewey Beach, DE 19971
302-227-6363 (Voice or TDD)
302-227-8319 (Fax)

February 14, 2017

TO: All Residential Property Owners in Dewey Beach,

We are excited to announce that the Dewey Beach Town Commissioners have approved a bid for town-wide residential trash and recycling services. Waste Industries, LLC will be the single-source vendor for those services in Dewey Beach for the next 5 years. This initiative was developed and recommended by the Trash and Recycling Committee (a citizens' committee) over the past 14 months. Trash in our town has been a concern to many citizens for an extended period of time. This initiative should help lead to fewer cans on our public right-of-way and fewer trash trucks in our town. We hope this will result in a reduction of noise and cleaner streets.

Trash pick-up, Recycling pick-up, and Valet service is required for all residential rentals from May 1st - September 30th.

All residential property owners should contact Waste Industries of Delaware, LLC. Customer Service at (302) 934-1364 to arrange for residential trash and recycling service no later than April 1st. Identify yourself as a Dewey Beach property owner or representative of a condo association when signing up for this service to ensure you get the bid prices. New service will be in place no later than May 1st, 2017.

New service provides:

- Recycling pickup weekly from May 1st through September 30th on Monday
- Trash pickup twice a week from May 1st through September 30th, on Monday and Friday
- Optional service is available year round or for an extended season by month
- Optional valet service is available for non-rental residential properties.
- Optional yard and bulk waste pickup is available
- Optional extra cans are available

Please review the attached price sheet and 'Frequently Asked Questions' document for more details. If you have any further questions, please contact Dewey Beach Town Hall at (302) 227-1640, or log into the Town of Dewey Beach website: www.townofdeweybeach.com.

Dumpsters and Trash Enclosures in the Right of Way:

There was a grace period in 2016 for fixed trash enclosures and dumpsters in the right of way. Originally they were to be removed by December 31, 2016. We have extended that deadline until May 1, 2017 to give people more time to get this done. However any fixed enclosures or dumpsters in the town right of way must be removed or after May 1 2017, fines will apply. All enclosures must have either an opening or a gate in order for the trash company to access your cans.

Best wishes for a wonderful 2017,

Mayor Dale H. Cooke

Commissioners Diane Hanson, Mike Dunmyer, Gary Persinger, and Courtney Riordan

Trash and Recycling Committee Members: Debbie Knight, Robert Duncan, Walt Barlow, Henry McKay, Judy Mazur, Harry Wilson, Scott MacDonald

Waste Industries Pricing Sheet

<u>Residential Trash and Recycling Service</u>	<u>May 1st to September 30th, per month</u>	<u>October 1st to April 30th, per month</u>
(One) 95 Gallon Trash, (One) 95 Gallon Recycling	2x week trash, 1x week recycling \$27.32 per residence	1x week trash, bi-weekly recycling \$23.32 per residence
Multi-unit residences may request as many trash and recycling containers as reasonably determined to meet their needs, with the total amount not required to equal the number of residences. (One) 95 Gallon Trash, (One) 95 Gallon Recycling. Additional can prices apply if more cans are requested than the total number of living units.	\$27.32	\$23.32
Valet Service	\$15.00 extra, per residence	\$10.00 extra, per residence
Extra Cans (applies to cans in addition to the standard service levels in and out of season)	\$16.00 each per residence for garbage; \$4.00 each per residence for recycle	\$11.00 each per residence for garbage; \$3.75 each per residence for recycle
Trash Dumpsters- Each 2 cubic yards 4 cubic yards 6 cubic yards 8 cubic yards	2x per week \$205.00 \$275.00 \$357.00 \$445.00	1x per week \$105.00 \$165.00 \$214.00 \$267.00
Recycling Dumpsters- Each 4 cubic yards 6 cubic yards 8 cubic yards	1x per week \$110.00 \$110.00 \$110.00	Bi-weekly \$75.00 \$75.00 \$75.00
Roll offs for bulk solid waste	\$60.00 delivery \$185.00 haul \$85.00 per ton disposed	
Roll offs for yard waste	\$60.00 delivery \$200.00 haul \$40.00 per ton disposed	

Yard Waste

On-Call Service (Tuesdays)

- \$7.50 for first 3 bags, containers, or bundles
- \$2.50 for each additional bag, container or bundle

Weekly Service (Tuesdays)

- \$25.00/month

Bulk

General household bulk items will be collected on an on-call basis. Bulk is defined as any household item(s) that cannot be placed within the standard Waste Industries 96 gallon cart. Pricing will be \$25:

- Per two yards of small material (residential rear load hopper load) to include but not limited to:
 - Charcoal grill
 - Bicycles
 - Beach and camp chairs
 - TV
 - Microwaves
- Per large item to include but not limited to:
 - Gas Grills (cannot accept propane tanks)
 - Mattress & Box Spring (1 set)
 - Recliner
 - Couch
 - Loveseat
 - Dining Room Table
 - Range
 - Carpet Rolls (must be cut into 4' sections)
 - Washer
 - Dryer
 - Exercise Equipment (Treadmill, Elliptical, Bench, etc.)

Freezers, refrigerators, wine and keg coolers, or any items that contain refrigerant will be collected on an on-call basis for \$50 per item. These items must be collected in a separate, non-compaction vehicle and taken to an alternative disposal site.

Trash Initiative Frequently Asked Questions

Why did the Town choose to use a single-source trash and recycling provider for all residential properties?

- Increased recycling service from May 1st thru September 30.
- Fewer trucks on the road means less noise and wear and tear on streets.
- Valet service for residential properties will help eliminate cans from being left in the public right-of-way.
- Additional optional services such as yard waste and bulk item pick-ups will be available

Who did the town choose to use as a single-source trash and recycling provider for all residential properties?

- Waste Industries of Delaware, LLC. (WI)

Will my costs go up?

- While some may have a slight increase of cost, we believe that we've negotiated competitive pricing. We are hopeful it will result in lower costs for most of the town, while still receiving additional trash and recycling service from May 1st thru September 30.

Does everyone need to use Waste Industries?

- Waste Industries will be the only provider for all residential trash and recycling, with a few exceptions:
 - Commercial entities may continue to use their current provider
 - If you have an existing service agreement with another company, you may be able to continue using that company for a limited period of time.
 - A residential unit that is part of a mixed-use property that shares a trash and/or recycling container with a commercial entity is excluded, but does have the option to enroll in service with WI.

I only rent my house in the summer. Will I have to pay for year-round trash service?

- If you obtain a residential rental license, you are required to have service from May 1th thru September 30. Outside of that timeframe, it will be your option to decide what type of service you need provided that you have service whenever you have rentals.

Are multi-unit properties, such as condos, duplexes, and stacked cottages, included in this program?

- Yes. They are included whether they use cans or dumpsters. The property owner can determine whether they need a dumpster or cans, how many containers, or what size

dumpster they need. For example, a 10-unit condo does not need to pay for 10 cans unless they need 10 cans.

What day(s)/time(s) may I have my trash and recycling containers on the public right-of-way?

- Containers may be placed on the public right-of-way only between 12:00 p.m. Sunday through 8:00 p.m. Monday, and 5:00 p.m. Thursday through 8:00 p.m. Friday.

What is “valet service”?

- WI will retrieve cans from your residence for pick-up, and will return them to your residence from the public right-of-way. Please contact the provider to ensure the location of your cans is suitable.

Am I required to sign-up for valet service?

- Residential rental properties are required to sign-up for valet service through WI. Non-rental residential properties are not required to sign up, but do have the option to participate. Valet service will prevent you from being ticketed due to having your cans in the public right-of-way outside of the allotted timeframes.

Who will pay for valet service and who receives the payment?

- Only the properties that receive valet service will pay that fee. These properties will be billed directly by WI.

I am a full time resident and need service all year except when I go to Florida for 2 months in the winter. Do I need to pay even when I’m out of town?

- No. You are able stop your service for a minimum of one month at no additional charge.

What type of trash can must I use?

- All cans must be approved WI containers with a hard lid. No material may be placed outside of containers; fines may be issued.

How will the trash provider know which houses they need to service?

- They will be servicing all residential properties with few exceptions. This improves efficiency and lowers the overall cost.

How will I dispose of yard waste under the new contract?

- The Town plans to continue having a dumpster in the spring and fall at Town Hall for yard waste. However, you may make special arrangements to have yard waste picked up by calling WI. A price list is attached to the FAQs.

How will I handle bulk waste?

- The Town plans to continue having a dumpster in the spring and fall at Town Hall for bulk waste. However, you may make special arrangements to have bulk waste picked up by calling WI. A price list is attached to the FAQs.

Will there be any changes to Town Code?

- Yes. ORDINANCE 737 was enacted on February 11, 2017 to amend Chapter 153 of the town code but most requirements for trash collection are covered in these FAQs and accompanying letter.

Are Dumpsters and Trash Enclosures allowed in the Right of Way?

- No. There was a grace period in 2016 for fixed trash enclosures and dumpsters in the right of way. Originally they were to be removed by December 31, 2016. We have extended that deadline until May 1, 2017 to give people more time to get this done. However any fixed enclosures or dumpsters in the town right of way must be removed by May 1, 2017 or fines will apply.

Are there any other trash providers authorized to pick up residential trash in Dewey Beach after May 1, 2017? Are there any exceptions?

- No other trash company is authorized to pick up residential trash or provide valet service in Dewey Beach after May 1, 2017, except that if you have a current service agreement with another provider, you may be granted an exception for a limited period of time by contacting Town Hall. Companies other than Waste Industries may still service municipal trash or commercial properties in town.

What are my obligations to enroll in the program?

- **Contact Waste Industries of Delaware, LLC. Customer Service at (302) 934-1364 to arrange for residential trash and recycling service no later than April 1st.** Identify yourself as a Dewey Beach property owner or representative of a condo association when signing up for this service to ensure you get the bid prices. The April 1st deadline is necessary to ensure you receive cans or dumpsters from WI in time for the season. Acting sooner will facilitate better planning. You will also get a welcome letter from WI with sign-up instructions and information shortly.
Note: Condo associations who currently arrange for trash service collectively (through the association rather than individually) may continue this practice and have their designated representative contact Waste Industries.

Which days of the week will my trash and recycling be picked up?

- Service days for waste collection from May 1st thru September 30th will be two times per week on Mondays and Fridays. Recycling will be once per week on Mondays. From October 1st thru April 30th service days for trash will be every Monday, and every other Monday for recyclables.

Will my trash and recycling be picked up on holidays?

- WI will send a calendar out with the schedule at the beginning of each year. But generally if a holiday falls on a Monday or Friday in summer, trash will be picked up on the holiday including Memorial Day, July 4th and Labor Day. For Thanksgiving, Christmas Day and New Year's Day, if the holiday falls on your scheduled pickup day, your trash will be picked up on the following day. Other holidays occurring during the offseason from October through April will not affect the schedule.

When this program is implemented, who do I call if I have a problem with my trash pick-up?

- Waste Industries (302) 934-1364

Am I able to start this program sooner than May 1st?

- Yes. You may start this program prior to May 1st.

If I already have service with Waste Industries, do I still need to call them?

- If you already have arrangements with WI, you do not have to contact them unless you need extra cans or valet service. WI will automatically move their existing customers into the new pricing. Pricing and service levels will be effective May 1, 2017.

What do I do with my current trash provider's service and their cans, and when will I receive new cans from Waste Industries?

- After making arrangements with WI, cancel service with your current trash provider, and arrange for their cans to be picked up. WI will be delivering trash and recycle containers every Thursday from March 2nd, through April 27th.

Who will bill me for my service, and when will I be billed?

- WI will bill you directly, on a monthly basis in advance.

Who do I contact if I need additional containers?

- If you need additional containers, contact WI at (302) 934-1364.