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RESOLUTION NO _____

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A RESOLUTION TO RENEW THE SOLID WASTE & RECYCLING CONTRACT BETWEEN THE TOWN OF DEWEY BEACH AND CASELLA WASTE SYSTEMS, INC.

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WHEREAS, in March of 2016, the Commissioners of the Town of Dewey Beach approved Resolution 189, authorizing the Town Manager to implement a valet service program to provide assistance to property owners with the placement of trash and recyclable containers for pick-up, and removal of those containers from the public right-of-way after pick-up; and

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WHEREAS, in October of 2016, the Trash & Recycling Committee completed their work identifying additional issues with residential trash, and initiated a bidding process to select a single-source vendor to provide trash and recycling service to the Town’s property owners; and

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WHEREAS, in February of 2017, the Commissioners of the Town of Dewey Beach approved Resolution 191, granting an exclusive license by contract to a designated solid waste and recycling collection company for residential premises subject to various exceptions; and

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WHEREAS, considering the existing contract will expire in 2025, the Town has held discussions and requested public input at two properly noticed Town Council meetings to assess the performance of the current trash and recycling provider, discuss any necessary changes to the service contract, and to decide if a bidding process would be appropriate at this juncture; and

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WHEREAS, the Town received numerous comments from the public that overwhelmingly speak to the notable performance and customer service provided by the current trash and recycling company; and

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WHEREAS, while the Town Council acknowledges the benefits of a competitive bidding process, a renegotiation of the current contract would ensure fair pricing and ongoing exceptional service to the Town’s residents.

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NOW THEREFORE, BE IT RESOLVED by the Mayor and Town Council that the Town of Dewey Beach hereby accepts the contract attached hereto and incorporated herein by this reference as though restated in full.

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Approved by majority vote of the Dewey Beach Town Council on December 20, 2024.

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Mayor, William Stevens

Town Manager, Bill Zolper



SOLID WASTE, RECYCLABLE AND BULK WASTE COLLECTION

SERVICE CONTRACT

I. SCOPE OF WORK, COLLECTION DATES, AND PERFORMANCE

1.1 Definitions

- a) In Season: All days from May 1 through October 1 of each year.
- b) Out of Season: All days from October 2 through April 30.
- c) Recyclables: All solid waste defined by the Delaware Solid Waste Authority (DSWA) as “recyclable” and eligible for single stream recycling.
- d) Trash: Any solid waste that is not recyclable except yard waste, hazardous waste, and bulk waste.
- e) CBRs: Cigarette Bin Receptacles

1.2 Residential Properties Service

The Town of Dewey Beach consists of 1,468 housing units (2020 Census). Note that some of these units are condominium complexes that share trash containers or dumpsters.

- a) In Season service shall include trash collection twice per week on Mondays and Fridays, and recyclables collection once per week on Mondays.
- b) Out of Season service options shall include either basic service with trash collection once per week on Mondays and recyclables collection every other week on Mondays, or no service, for residences that are unoccupied out of season.
- c) The Contractor will provide the following optional services both In Season and Out of Season if requested by the property owner:
 - a. Valet Service. This service will consist of moving trash and recycling cans from the owner’s property to curbside prior to pick up and return cans to owner’s property after pickup. Can may only be placed curbside between the hours of 5:00pm Sunday through 8:00pm Monday, and 5:00pm Thursday through 8:00pm Friday.
 - b. Extra Cans. The Contractor will provide extra trash and/or recycling cans as requested by the property owner.
 - c. Yard Waste and Special Pick Ups (bulk metal, appliances, other special bulk pickup or yard waste). This service will be provided by the Contractor, but arranged directly between the property owner and Contractor on an as-needed basis.
- d) Property owners with complaints or missed pick-ups will notify the Contractor directly. Contractor will respond to property owners and rectify any issues within 1 business day.

1.3 Town Property Service

Contractor will provide service to town property according to the following table:

<i>Town Property Service Schedule</i>			
<i>Location</i>	<i>In Season Schedule</i>	<i>Out of Season Schedule</i>	<i>Collection</i>
Dune Crossing - Collins Ave to Chesapeake St	Monday and Friday	Monday	(21) 90-gallon solid waste cans and (21) CBRs
Corner of Route 1 NB – Collins Ave to Clayton St	Monday and Friday	Monday	(12) 90-gallon solid waste cans
Corner of Route 1 SB – Houston St to Dickinson Ave	Monday and Friday	Monday	(11) 90-gallon solid waste cans
Corner of Route 1 SB – Saulsbury St to Read Ave	Monday and Friday, July 1 st – Labor Day	N/A	Place and collect (1) additional 90-gallon can to each of these streets
Corners of Bellevue St & Bayard Ave, Hayden Rd & Read Ave, McKinley Ave Playground, Dagsworthy Ave bayside	Monday and Friday	Monday	(4) 90-gallon solid waste cans
Town Hall	Monday and Friday	Monday	(1) 90-gallon recyclable can, (1) 90-gallon solid waste can, (1) small dumpster

- a) The Town may request special dumpsters or roll offs for yard waste and/or bulk solid waste. Contractor will supply the dumpsters or roll offs, monitor the waste placed in the receptacles, dispose of the waste, and remove the receptacles. The Town estimates that there will be 2-3 requests during the year for yard waste disposal, and 2 requests during the year for bulk solid waste disposal.
- 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 the Contractor 3 days notification for special pick up. Costs shall be determined at the time of request for service.
- c) Contractor will clean all public trash cans once per year, and replace any cans in disrepair.

1.4 General Collection Details

- a) All solid waste, recyclable, CBRs, and bulk waste collection shall be performed between the hours of 7:00am and 5:00pm, on Mondays and Fridays, including holidays In Season. Out of Season collection will be on Mondays. If a holiday falls on a Monday Out of Season, the collection may occur on the following day. No service will be performed on a Sunday.
- b) Contractor will provide and maintain all trash and recycling cans and dumpsters.
- c) When the daily scheduled collection is not completed within the hours of 7:00am and 5:00pm, a compliance penalty may be imposed by the Town in the amount of \$500. A separate violation of the contract shall occur each day the scheduled collections are not completed by 5:00pm, or

collection occurs before 7:00am. If special situations arise, they must be cleared with the Town Manger in advance. If violations of the contract terms continue, the Town may invoke the performance bond remedy.

- d) The Town reserves the right to investigate and determine whether or not there are violations concerning the late or early collection provisions of the contract.
- e) Contractor must provide the Town Manager with a list of all Dewey Beach customers once a month In Season.

II. INSURANCE

At all times during the term of the contract or during any extension of the contract thereof, the Contractor shall provide the Town of Dewey Beach with a Certificate of Insurance listing the Town of Dewey Beach as an additional insured showing insurance coverage at no less than the amounts listed in this section.

2.1 Commercial General Liability

- a) \$1,000,000 each occurrence/\$2,000,000 annual aggregate for bodily injury including death and property damage.

2.2 Automobile Liability

- a) \$1,000,000 combined single limit bodily injury and property damage.

2.3 Workers Compensation

- a) Coverage A – Delaware Statutory
- b) Coverage B – Employers Liability
 - a. \$100,000 bodily injury by accident, each accident.
 - b. \$100,000 bodily injury by disease each employee.
 - c. \$500,000 bodily injury by disease policy limit.
- c) Waiver of Subrogation in favor of the Town of Dewey Beach

2.4 Umbrella Liability

- a) \$5,000,000 in excess of underlying limits of 1, 2 and 3 above.

2.5 Indemnification

The Contractor shall indemnify, and hold harmless the Tonw of Dewey Beach, its officers, employees and agents from and against any and all claims, losses, liabilities, damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of the service provided pursuant to the Solid Waste, Recyclable and Bulk Waste Collection Contract. The final contract will include hold harmless and indemnification clauses.

In the event of changes to, or cancellation of, insurance, the Contractor shall send written notice of insurance change or cancellation, within 2 days of change, directly to the Town Manager.

III. OTHER TERMS AND CONDITIONS

3.1 Equipment and Injury

- a) Any and all equipment used on any portion of the contract shall be such that no injury, property damage, leaks or spills to the roadway, adjacent property, or other highways results from its use. "Injury" is defined to include damage, spills, leaks, and discharges of any kind. Any such damage, spill, leakage, or discharge shall be remediated within a 12-hour period following notification of the Contractor by the Town.
- b) Failure to remediate any injury as prescribed herein to the satisfaction of the Town of Dewey Beach may result in (1) the Town's remediation of the injury, through a third-party contract or otherwise, at the Contractor's expense, (2) the termination of the Solid Waste, Recyclable and Bulk Waste Collection Contract, or both.

3.2 Rights of the Town

- a) All disputes regarding the contract conditions shall be arbitrated by the Town Manager and their decision will be final.
- b) The Town may terminate the contract at any time for the Town's convenience.

3.3 Contract Term

This contract will be a five-year contract, with the last two years included if the Contractor's performance during the first three years of the contract is satisfactory to the Town. The contract term may be extended for successive one-year periods by the Town.

3.4 Ownership of Recycled Material

After the material is loaded on the Contractor's vehicle, it shall become the property of the Contractor until such time that it is disposed of at the recycling facility. It shall be the responsibility of the Contractor to clean up spills of material on all roadways from the point that the material is loaded on the Contractor's vehicle to the point that it is delivered to the Delaware Solid Waste Authority recycling facility.

3.5 Non-Recyclable Material

In the event that customers place garbage and other non-recyclable materials in the recyclables container, the Contractor shall not be responsible for collecting materials that are not accepted at the Delaware Solid Waste Authority Recycle Facility. The Contractor shall submit the address of the property and, if available, other identifying information such as the owner or realtor's name to the Town Manager within 48 hours. The Contractor shall place a non-adhesive notification tag on the container informing the customer of the reason(s) that the container was not emptied.

3.6 Miscellaneous

- a) No relationship of employer and employee is created by the Agreement. No claim under this Agreement or otherwise shall be made against the Town by the Provider for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits, or employee benefits of any kind, nor shall the Provider have any claim for

any business and/or traveling expenses incurred as a result of or in compliance with the Agreement except as specifically provided in this Agreement.

- b) The Provider is responsible for the payment of all Federal, State, and local taxes that may arise as a result of the Provider's receipt of monies from the Town. The Provider shall promptly pay all said taxes and, upon request, furnish the Town with evidence of said payment. In the event that any Federal, State, or local taxing authority determines, despite the terms of this Agreement, that the Provider is an employee of the Town, the Provider shall pay any income, Social Security, unemployment, or other taxes that said authorities contend should have been withheld from payment to the Provider, plus any penalty and interest therein, and shall reimburse all of same to the Town should said authority collect them from the Town.
- c) The Provider hereby indemnifies and holds harmless the Town from each and every and all losses, claims, demands, obligation, liabilities, costs, expenses (including attorney's fees), indebtedness and cause of action of every kind, type, nature or description whatsoever, whether known or unknown.
- d) Notwithstanding the foregoing, the Town may, by written notice, terminate this Agreement at any time for cause. A termination for "cause" shall be a termination by reason or Provider's failure to satisfactorily, in the opinion of the Town Manager, comply with the terms of this Agreement and/or to satisfactorily perform beach cleaning services, as determined by the Town Manager subject to arbitration under section 14 of this Agreement.
- e) The parties may jointly make written amendment of this Agreement at any time.
- f) Should any government regulation/procedure including extended periods of inclement weather that affects the operation of this Agreement materially or affect the ability of a party to perform any provision of this Agreement, the parties shall in good faith renegotiate that provision affected so that the terms of this Agreement can be performed in accordance with the governmental requirements.
- g) This writing is the entire Agreement between the parties and it is the only result of their negotiations. Neither party relies on anything not expressly set forth in this Agreement. Upon the effective date of the termination of this Agreement, this Agreement shall be of no further force and effect whatsoever, and each of the parties hereto shall be relieved and discharged of the responsibilities of the Agreement.
- h) All disputes arising under or in connection with this Agreement shall be determined under the laws of the State of Delaware and shall be arbitrated by ad pursuant to the procedures of the American Arbitration Association.

VI. BILLING AND PAYMENT

The Contractor will bill each property owner individually for the services that owner has requested. Billing may be monthly or quarterly at Contractor's sole discretion.

The contractor will notify the Town if property owners do not pay their bill.

All other services for the Town shall be billed on a quarterly basis April 1, July 1, October 1, and January 1.

PRICING SHEET

Description	In Season Cost per Month	Out of Season Cost per Month
Residential Trash & Recycling Service		
1 trash can 1 recyclable can	2x per week trash, 1x per week recycling \$ <u>31.93</u> per residence	1x per week trash, biweekly recycling \$ <u>27.37</u> per residence
Valet Service	\$ <u>16.60</u> per residence	\$ <u>11.06</u> per residence
Extra Cans	\$18.00 MSW per residence \$6.00 RCY	\$12.00 MSW per residence \$5.00 RCY
Trash or Recyclables Dumpsters	2 cu yd \$ <u>230.00</u> 4 cu yd \$ <u>315.00</u> 6 cu yd \$ <u>410.00</u> 8 cu yd \$ <u>520.00</u> On-Call Roll Off \$ <u>see below</u> ***	2 cu yd \$ <u>120.00</u> 4 cu yd \$ <u>165.00</u> 6 cu yd \$ <u>220.00</u> 8 cu yd \$ <u>275.00</u> On-Call Roll Off \$ _____
Town Trash and Recycling Service (refer to Town Property Service Schedule for details)		
Dune Crossing – Collins Ave to Chesapeake St	\$ <u>525.00</u> 21 MSW	\$ <u>315.00</u> 21 MSW
Corner of Route 1 NB – Collins Ave to Clayton St	\$ <u>300.00</u> 12 MSW	\$ <u>180.00</u> 12 MSW
Corner of Route 1 SB – Houston St to Dickinson Ave	\$ <u>275.00</u> 11 MSW	\$ <u>165.00</u> 11 MSW
Corner of Route 1 SB – Saulsbury St to Read Ave July 1 st to Labor Day	\$ <u>150.00</u> 6 MSW	\$ <u>0.00</u> NA
Corners of Bellevue St & Bayard Ave, Hayden Rd & Read Ave, McKinley Ave Playground, Dagsworthy Ave bayside	\$ <u>100.00</u> 4 MSW	\$ <u>60.00</u> 4 MSW
Town Hall Small dumpster - See above pricing	\$ <u>45.00</u> 1 MSW, 1 RCY	\$ <u>30.00</u> 1 MSW, 1 RCY
Special Pickups (provide pricing details for yard waste and/or bulk pickups)		
See attachment yard waste and bulk pickup rates.		

2x/wk RCY:
\$140.00

1x/wk RCY:
\$85.00

***30-yd Roll Off
MSW: \$100 delivery, \$225 per haul, \$95 per ton 7
YW: \$100 delivery, \$245 per haul, \$55 per ton

SIGNATURE PAGE

Company Name: _____

Company Representative: _____

Authorized Signature: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Town of Dewey Beach – Mayor Signature: _____

Town of Dewey Beach – Town Manager Signature: _____

Yard Waste

On-Call Service (Tuesdays)

- \$15.00 for first 3 bags, containers, or bundles
- \$3.00 for each additional bag, container, or bundle

Weekly Service (Tuesdays)

- \$35.00/month

Bulk

General household bulk items will be collected on an on-call basis. Bulk is defined as household item(s) which cannot be placed within the standard Waste Industries 96-gallon cart. Pricing will be \$45.00:

- 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 (we 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 which contain refrigerant will be collected on an on-call basis for \$100 per item. These items must be collected in a separate, non-compaction vehicle and taken to an alternative disposal site.