



Interoffice Memorandum

February 17, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Ed Torres, M.S., P.E. LEED AP, Director
Utilities Department



**SUBJECT: BCC AGENDA ITEM - Consent Agenda
March 8, 2022 BCC Meeting
Applications for Commercial Refuse License
Contact Person: David Gregory, Manager
Solid Waste Division
407-254-9622**

The Solid Waste Division has received a commercial refuse license application from Xtreme Disposal, Inc., to provide solid waste hauling services to construction and demolition debris in Orange County.

Section 32-178 of the Orange County Code requires that the applicant:

- Provide ownership information and corporate fictitious name;
- Purchase and maintain required insurance; and
- Demonstrate the service capability of vehicles and equipment.

Staff has reviewed the application and supporting documentation and determined that Xtreme Disposal, Inc. meets the criteria stipulated in Section 32-178 of the Orange County Code. Staff recommends approval of the application and award of a license to provide commercial solid waste collection and transport service in unincorporated Orange County for a period of five years.

ACTION REQUESTED: Approval of commercial refuse license for Xtreme Disposal, Inc. to provide solid waste hauling services to commercial generators in Orange County for a five-year term.

All Districts.

Xtreme Disposal, Inc
(NAME OF COMPANY)

CHECKLIST FOR A COMMERCIAL REFUSE LICENSE

The following is a list of documentation included in this package:

- Application for commercial hauler license

Service information to include the following data:

- Area(s) of Orange County to be serviced
- Number of employees
- Number of commercial vehicles to be used in the business
- Truck numbers and tare weights of each vehicle
- Vehicle registration(s)

Certificate of Insurance issued to Orange County showing:

- Orange County shall be named as an additional insured & certificate holder on all liability policies.
- General Liability – in an amount not less than \$1,000,000 per occurrence
- Workers' Compensation as required by Florida Statue Chapter 440
- Pollution Legal Liability including coverage for bodily injury and property damage as well as cleanup and defense costs with limits of not less than \$1,000,000 per loss.
- Vehicle Insurance – in an amount not less than \$1,000,000 per accident.

Orange County Local Business Tax Receipt

- (formerly called Occupational License)

License Fee:

- \$ 25.00 3 or less employees
- \$200.00 4 to 10 employees
- \$350.00 11 or more employees

BCC Mtg. Date: March 08, 2022

**APPLICATION FOR COMMERCIAL REFUSE LICENSE
COUNTY OF ORANGE, FLORIDA**

Please Check the Services Your Company Provides:

- Multifamily - Collection of solid waste from residential dwellings and mobile home parks not under the franchise system.
- Construction & Demolition - Collection of Construction and Demolition debris only.
- Other Commercial - Collection and/or processing of solid waste from commercial generators not covered under (1) or (2) above.

UNDER THE PROVISIONS of Orange County's Code of Ordinances, Chapter 32 Solid Waste, Article IV Collection and Disposal and all regulations related thereto, the following information is required.

COMPANY NAME: Xtreme Disposal Inc

TRADE / FIRM NAME OF COMPANY: Xtreme Disposal Inc

MAILING ADDRESS: 334 E Bay St

CITY / STATE / ZIP CODE: Winter Garden FL 34787

PHONE NUMBER: 407-553-6333 FAX: _____

CONTACT PERSON: Yasmin Jaimes

E-MAIL ADDRESS: XtremeDisposalFL@gmail.com

EMERGENCY PHONE NUMBER: 321-228-0829

NUMBER OF EMPLOYEES: 3

LOCATION OF EQUIPMENT:

ADDRESS: 334 E Bay St

CITY / STATE / ZIP: Winter Garden FL 34787

HOURS OF OPERATION: 7am-5pm

DAYS OF OPERATION: Monday through Friday

**APPLICATION FOR COMMERCIAL REFUSE LICENSE
COUNTY OF ORANGE, FLORIDA**

If a joint venture or partnership, list the names of all partners and their permanent addresses. If a corporation, list the names and permanent address of corporate officers, and their percentage of participation in the space below; if more space is required, attach a separate sheet.

	Name	Office Held	Permanent Address	% Owned
a.	Yasmin Jaimes	President	8400 Darlene Dr Orlando FL 32836	51%
b.	Homar Jaimes	V.P.	8400 Darlene Dr Orlando FL 32836	0%
c.	David Carbajal	CEO	5056 Rathwood Cir Powder Springs GA 30127	49%
d.	_____			
e.	_____			

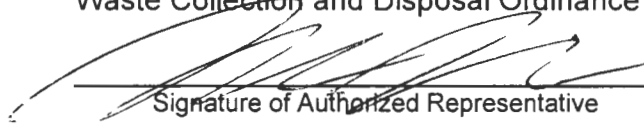
I certify that the aforesaid company is capable of rendering adequate commercial refuse collection service in accordance with the provisions of the County's Code of Ordinances, Chapter 32 Solid Waste, Article IV Collection and Disposal and all regulations related thereto.

YES NO _____

I certify that the aforesaid company owns or has under its control, in good mechanical repair and condition, sufficient equipment to adequately conduct the business of commercial refuse collection and all such equipment meets the requirements of the County's Code of Ordinances, Chapter 32 Solid Waste, Article IV Collection and Disposal and all regulations related thereto.

YES NO _____

I have read, understand and am willing to comply with the provisions of the County's Solid Waste Collection and Disposal Ordinance and all applicable rules and regulations.


1/10/2022

 Signature of Authorized Representative Date

President

 Title

Home Address 8400 Darlene Drive

City / State / Zip Orlando FL 32836

**APPLICATION FOR COMMERCIAL REFUSE LICENSE
COUNTY OF ORANGE, FLORIDA**


AFFIDAVIT

(to be attested before a Notary Public or other
officer authorized to administer oaths)

STATE OF Florida

COUNTY OF Orange

Personally appeared before me, an officer duly qualified to administer an oath in the City of Winter Garden, State of Florida, known to me to be the person herein described and subscribing hereto, and on oath deposes and says that the statements made are true and correct.

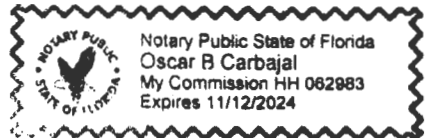
Signature of Applicant 

Sworn to and subscribed before me, this 10 day of January, 2022


(Notary Public)

Oscar B Carbajal

My Commission Expires: 11-12-2024





UTILITIES DEPARTMENT • SOLID WASTE DIVISION

5901 Young Pine Road • Orlando, Florida 32829

Telephone 407-836-6601 • Fax 407-836-6658

November 30, 2021

EMAILED

Greetings:

Enclosed is an application for an Orange County Commercial Refuse License. After the Solid Waste Division receives the completed application and requested documentation, the normal processing time is 6-8 weeks. You will be notified when your license has been approved.

Section 32-177 of the Orange County Code states that "It is unlawful for any person to collect or transport solid waste for hire or for remuneration or other consideration in any form without first being granted a commercial license."

In compliance with the existing requirements of the Orange County Code Chapter 32, the following documentation must be completed and submitted:

Completed application

Vehicle registration(s)

Updated copy of your Orange County Business Tax Receipt (*formerly Occupational License*)

Certificate of Insurance with:

General Liability Insurance - \$1,000,000 per occurrence

Business Vehicle Insurance – in an amount not less than \$1,000,000 per accident

Workers Compensation as required by Florida Statute Chapter 440

Pollution Legal Liability (also referred to as Commercial Auto CA 9948) with limits of not less than \$1,000,000 per loss

Description of Operations must state the following –
Orange County BCC is named as additional insured on all liability policies

Certificate Holder must state the following –
Orange County Florida, C/O Solid Waste Division, 5901 Young Pine Rd.,
Orlando, FL 32829

Check made payable to Orange County Solid Waste, based on your total number of employees. The annual license fees are as follows:

\$ 25.00 – 3 or less employees

\$200.00 – 4 to 10 employees

\$350.00 – 11 or more employees

The completed application, supporting documents and payment should be mailed or delivered to:

**Orange County Solid Waste Division
Attn: Tiffany Fletcher
5901 Young Pine Road
Orlando, FL 32829**

After the items have been received, your application will be reviewed by the Solid Waste Division staff and presented to the Board of County Commissioners for review and final approval. Every five (5) years companies will be required to go back before the Board.

It is your responsibility to comply with all applicable federal, state, and county laws, rules, regulations and all amendments.

It is also your responsibility to know the requirements of the Orange County Code Chapter 32. Attached is a copy of the section referencing commercial hauling/recycling for your convenience. If you would like a complete copy of Chapter 32, you may contact the Board of County Commissioners Clerk's Office at (407) 836-7300 to request a copy be sent to you or view online at <http://library.municode.com/index.aspx?clientID=10182&stateID=9&statename=Florida>

Orange County Code includes a provision for quarterly reporting to Orange County Solid Waste.

If you have any questions, please call me at (407) 836-6641.

Sincerely,

Tiffany Fletcher

Tiffany Fletcher
Program Coordinator

See Attachments

IMPORTANT INFORMATION

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used.

For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F. S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on the roads of this state.

S. 320.02 and 627.733, F. S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
XTREME DISPOSAL INC
334 E BAY ST
WINTER GARDEN, FL 34787

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or by mail to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 69 / 04 T# 1583956765
B#

FLORIDA TRUCK/TRACTOR REGISTRATION

PLATE **DCF3750** DECAL Expires **Midnight Sat 02/05/2022**

YR/MK	2022/MACK	BODY	TK	COLOR	WHI	Reg. Tax	2.00	Class Code	13
VIN	[REDACTED]			TITLE		Init Reg.		Tax Months	0
Plate Type	TDL	NET WT	25360	GVW	64000	County Fee		Back Tax Mos	
						Mail Fee		Credit Class	
						Sales Tax		Credit Months	
Date Issued	01/07/2022	Plate Issued	01/07/2022			Voluntary Fees			
						Grand Total	2.00		

XTREME DISPOSAL INC
334 E BAY ST
WINTER GARDEN, FL 34787

- IMPORTANT INFORMATION**
1. The Florida license plate must remain with the registrant upon sale of vehicle.
 2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
 3. Your registration must be updated to your new address within 30 days of moving.
 4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
 5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TDL - PRINT ON DEMAND TEMP PLATE



IMPORTANT INFORMATION

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For limited exceptions, see s. 316.613, F.S.

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Mail To:

**XTREME DISPOSAL INC
334 E BAY ST
WINTER GARDEN, FL 34787**

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or by mail to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 69 / 04 T# 1597710189
B#

FLORIDA TRUCK/TRACTOR REGISTRATION

PLATE	DCQ2013	DECAL		Expires	Midnight Fri 03/04/2022				
YR/MK	2022/MACK	BODY	TK	COLOR	WHI	Reg. Tax	2.00	Class Code	13
VIN				TITLE		Init Reg.		Tax Months	0
Plate Type	TDL	NET WT	25360	GVW	64000	County Fee		Back Tax Mos	
						Mail Fee		Credit Class	
						Sales Tax		Credit Months	
Date Issued	02/03/2022	Plate Issued	02/03/2022			Voluntary Fees			
						Grand Total	2.00		

**XTREME DISPOSAL INC
334 E BAY ST
WINTER GARDEN, FL 34787**

IMPORTANT INFORMATION

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5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:
XTREME DISPOSAL LLC
2975 ANGELETTE DRIVE
AUSTELL, GA 30106

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

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FLORIDA VEHICLE REGISTRATION

CO/AGY 7 / 10 T# 1587556821
 B# 1748193

PLATE	P5113E	DECAL	19694236	Expires	Midnight Tue 5/31/2022				
YR/MK	2021/KW	BODY	TK	COLOR	WHI	Reg. Tax	660.20	Class Code	41
VIN	[REDACTED]			TITLE	142598132	Init. Reg.		Tax Months	6
Plate Type	TUR	NET WT	17998	GVW	71000	County Fee	3.00	Back Tax Mos	
DL/FEID	-					Mail Fee		Credit Class	
Date Issued	1/14/2022	Plate Issued	5/12/2021			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	663.20		

XTREME DISPOSAL LLC
2975 ANGELETTE DRIVE
AUSTELL, GA 30106

IMPORTANT INFORMATION

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5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

TUR - TRUCKS WITH TWO PLATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2021

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

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

PRODUCER Peachtree Life & Casualty Underwriters, Inc. PO Box 2446 PEACHTREE CITY, GA 30269 License #: 70725	CONTACT NAME: Ellie Shapley, CIC PHONE (A/C, No, Ext): (770)487-8310 E-MAIL ADDRESS: eshapley@viallins.com FAX (A/C, No): (770)487-1342													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westchester Surplus Lines Insurance Co</td> <td>10172</td> </tr> <tr> <td>INSURER B: ACE Property & Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C: American Builders Insurance Company</td> <td>11240</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Surplus Lines Insurance Co	10172	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C: American Builders Insurance Company	11240	INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED Xtreme Disposal, LLC Xtreme Disposal, Inc 2975 Angelette Dr Austell, GA 30106														

COVERAGES **CERTIFICATE NUMBER: 00015496-951005** **REVISION NUMBER: 39**

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.

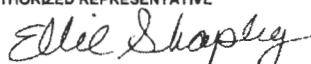
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		G71500913 003	03/13/2021	03/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		H08470960 003	03/13/2021	03/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> 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/A	WCV031805700	05/29/2021	04/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER FL E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			G71500913 003	03/13/2021	03/13/2022	Each Occurrence 1,000,000 Deductible \$5,000

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

Endorsements attached.

Workers Comp: Yasmin Jaimes, David Carbajal, Homar Jaimes

CERTIFICATE HOLDER**CANCELLATION**

Orange County Florida c/o Solid Waste Division 5901 Young Pine Rd Orlando, FL 32829	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  (EGB)
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2022

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INSURER B: ACE Property & Casualty Insurance Company	20699
INSURER C: American Builders Insurance Company	11240
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Xtreme Disposal, LLC
Xtreme Disposal, Inc
2975 Angelette Dr
Austell, GA 30106

COVERAGES CERTIFICATE NUMBER: 00015496-951005 REVISION NUMBER: 43

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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 Y N/A	WCV031805700	05/29/2021	04/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER FL E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability		G71500913 003	03/13/2021	03/13/2022	Each Occurrence 1,000,000 Deductible \$5,000

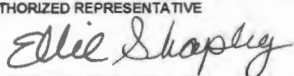
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Auto liability additional insured endorsements are pending issue.

Workers Comp: Yasmin Jaimes, David Carbajal, Homar Jaimes

CERTIFICATE HOLDER

CANCELLATION

Orange County Florida c/o Solid Waste Division 5901 Young Pine Rd Orlando, FL 32829	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  (EGB)
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract, prior to a loss to which this insurance applies	As required by written contract, prior to a loss to which this insurance applies
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract, prior to a loss to which this insurance applies	As required by written contract, prior to a loss to which this insurance applies

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured Xtreme Disposal LLC			Endorsement Number
Policy Symbol GLW	Policy Number G71500913 003	Policy Period 03/13/2021 TO 03/13/2022	Effective Date of Endorsement 03/13/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s):

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or

- b.** That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
- 2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured Xtreme Disposal LLC			Endorsement Number
Policy Symbol GLW	Policy Number G71500913 003	Policy Period 03/13/2021 TO 03/13/2022	Effective Date of Endorsement 03/13/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract, prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Named Insured Xtreme Disposal LLC			Endorsement Number
Policy Symbol GLW	Policy Number G71500913 003	Policy Period 03/13/2021 TO 03/13/2022	Effective Date of Endorsement 03/13/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

- a. The additional insured is a named insured under such other insurance; and
- b. You have agreed in a written contract or agreement that this insurance would:
 - (1) act as primary insurance; and
 - (2) would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

Named Insured Xtreme Disposal LLC			Endorsement Number
Policy Symbol CAL	Policy Number H08470960	Policy Period 03/13/2021 TO 03/13/2022	Effective Date of Endorsement 03/13/2021
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.
3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.



Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Xtreme Disposal LLC			Endorsement Number
Policy Symbol CAL	Policy Number H08470960	Policy Period 03/13/2021 TO 03/13/2022	Effective Date of Endorsement 03/13/2021
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization for whom you are required in a written contract or agreement, with such written contract or agreement signed prior to commencement of operations, to waive any right of recovery we may have against the person or organization, but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by a) you, while using a covered "auto", or b) any other person, while using a covered "auto" with your permission.



Authorized Representative