



# TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, May 16, 2023 AT 1:30 PM

**LIBRARY COMMUNITY ROOM**

3618 S. OCEAN BLVD., HIGHLAND BEACH, FL

## Town Commission

Natasha Moore  
David Stern  
Evalyn David  
Donald Peters  
Judith M. Goldberg

Mayor  
Vice Mayor  
Commissioner  
Commissioner  
Commissioner

Marshall Labadie  
Lanelda Gaskins  
Glen J. Torcivia

Town Manager  
Town Clerk  
Town Attorney

- 
1. **CALL TO ORDER**
  2. **ROLL CALL**
  3. **PLEDGE OF ALLEGIANCE**
  4. **APPROVAL OF THE AGENDA**
  5. **PRESENTATIONS / PROCLAMATIONS**

[A.](#) National Safety Boating Week Proclamation

[B.](#) Memorial Day Proclamation

[C.](#) Resolution No. 2023-010

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

6. **PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

**7. ANNOUNCEMENTS****Board Vacancies**

Board of Adjustment and Appeals

Two (2) vacancies, all for three-year terms

One (1) vacancy for an unexpired term ending September 21, 2024

Natural Resources Preservation  
Advisory Board

Two (2) vacancies for unexpired terms ending April 30, 2024

**Meetings and Events**

May 23, 2023 - 1:30 P.M.

Town Commission Special Meeting

May 29, 2023 Town Hall closed in observance of Memorial Day

June 06, 2023 1:30 P.M.

Town Commission Meeting

**Board Action Report**

A. None.

**8. ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. None.

**9. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. None.

**10. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Fire Rescue Implementation Update

B. Florida Department of Transportation (FDOT) RRR Project Update

C. Approve and authorize the Mayor to execute the Franchise Agreement with Waste Management Inc. of Florida, the top-ranked firm for Solid Waste and Recycling Collection Services in accordance with the Request for Proposal (RFP) No. 23-001.



**11. NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

- A. Discussion of Milani (Highlands Beach Real Estate Holdings, LLC) Settlement Agreement Extension (Non-Park Property) for Eastern Parcel Only.
- B. Discussion of the Troiano Family request regarding lot split at 4611 So. Ocean Blvd.
- C. Approve and authorize the Mayor to executed Amendment No. 001 to the Interlocal Cooperation Agreement between Palm Beach County and the Town of Highland Beach enabling the Town to continue to participate in Palm Beach County's Urban County Program for Fiscal Years 2024-2026.
- D. Resolution No. 2023-011

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Fiscal Year 2022-2023 Schedule of Fees for Solid Waste and Recycling Collection Services, providing for conflicts, providing for severability, and providing for an effective date.

- E. Water Sewer Update

**12. TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg  
Commissioner Donald Peters  
Commissioner Evalyn David  
Vice Mayor David Stern  
Mayor Natasha Moore

**13. TOWN ATTORNEY'S REPORT**

**14. TOWN MANAGER'S REPORT**

**15. ADJOURNMENT**

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NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance.

**File Attachments for Item:**

A. National Safety Boating Week Proclamation

*The Town of Highland Beach, Florida*

# *Proclamation*

## **RECOGNIZING NATIONAL SAFE BOATING WEEK**

For nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing. During National Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 86 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so they can have a safer, more fun experience out on the water throughout the year.

**WHEREAS,** on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

**WHEREAS,** the vast majority of these accidents are caused by human error or poor judgement and not by the boat, equipment, or environmental factors; and

**WHEREAS,** a significant number of boaters who lose their lives by drowning each year would be alive today had they worn life jackets.

**NOW, THEREFORE, I, NATASHA MOORE, MAYOR** of the Town of Highland Beach, Florida, on behalf of Town Commission, do hereby support the goals of the Safe Boating Campaign and proclaim May 20 through 26, 2023 as

### *National Safe Boating Week*

and the start of the year-round effort to promote safe boating.

I encourage all citizens of the Town of Highland Beach who boat to practice safe boating habits and wear a life jacket at all times while boating.

**IN WITNESS WHEREFORE,** I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 16<sup>th</sup> day of May 2023.

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**NATASHA MOORE**  
MAYOR



**File Attachments for Item:**

B. Memorial Day Proclamation

*The Town of Highland Beach, Florida*

# *Proclamation*

## **155<sup>th</sup> ANNIVERSARY OF MEMORIAL DAY**

- WHEREAS,** the last Monday in May is set aside each year to honor our service men and women who answered the call of duty and made the ultimate sacrifice in defense of our great Nation; and
- WHEREAS,** In May 1868, Major General John A. Logan called for a nationwide day of remembrance to pay tribute to those who gave their lives serving our country, which would officially be designated Memorial Day by Congress; and
- WHEREAS,** Monday, May 29, 2023, will mark the 155<sup>th</sup> Anniversary of Memorial Day; and
- WHEREAS,** our soldiers, sailors, airmen, marines, coast guardsmen, and merchant mariners, many of whom paid the ultimate sacrifice to ensure our country remains the land of the free, have made our state and Nation immensely proud; and
- WHEREAS,** the State of Florida is recognized as one of the most military and veteran friendly states in the Nation, with more than 1.5 million veterans living in Florida; and
- WHEREAS,** Memorial Day is an opportunity to honor and remember the men and women of the Armed Forces who gave the ultimate sacrifice in defending our freedoms; we also should express our gratitude and sympathy to our Gold Star Families; we must remember all those who have died for our great Nation and honor those who continue to serve our Nation every day.
- WHEREAS,** We recognize and honor all those with the phrase “All Gave Some, Some Gave All.”
- WHEREAS,** The National Monument of Remembrance Act passed in 2000 requires all Americans to stop what they are doing at 3:00 pm on Memorial Day for a minute of silence to remember and honor those who died while in service.

**NOW, THEREFORE, I, NATASHA MOORE, MAYOR** of the Town of Highland Beach, Florida, on behalf of Town Commission, do hereby proclaim May 29, 2023 as

### *Memorial Day*

in the Town of Highland Beach in recognition of all those who have made the ultimate sacrifice in service to our Nation.

**IN WITNESS WHEREFORE,** I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 16<sup>th</sup> day of May 2023.

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**NATASHA MOORE**  
MAYOR



**File Attachments for Item:**

C. Resolution No. 2023-010

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Commission Meeting  
**MEETING DATE** May 16, 2023  
**SUBMITTED BY:** Jaclyn DeHart, Deputy Town Clerkt  
**THROUGH** Lanelda Gaskins, Town Clerk  
**SUBJECT:** Resolution No. 2023-010

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

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**SUMMARY:**

Consideration of Resolution No. 2023-010 ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

On March 15, 2023, one member resigned from the Board, which created one (1) vacancy for an unexpired term ending April 30, 2024.

The Town Clerk's Office received one (1) board application for Town Commission consideration. The applicant's name is as follows:

**Appointment**

Christine Viegas

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Highland Beach Police Department (HBPD) reported a preliminary background check on each applicant to the Town Clerk's Office. The background check result disclosed there were no objectionable findings. Additionally, there is no history found for any code violations.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Christine Viegas Application  
Resolution No. 2023-010

**RECOMMENDATION:**

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2023-010 for the applicant to serve the following terms:

- an unexpired term ending April 30, 2024

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# MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Nicole Stansfield

DATE: 4/10/23

SUBJECT: Initial Vetting of Applicant: Christine Viegas

=====

On April 8, 2023 (date), I met with Christine Viegas (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

Christine has years of valuable professional and volunteer experience that will be a great asset to the Natural Resource Preservation Advisory Board. When speaking with Christine she was very knowledgeable about the work that NRPAB has been doing and how the role and the parameters within which the board operates in relationship to the Town Commission. Based on my review of Christine's credentials and my phone interview with her, I recommend her appointment to the NRPAB.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

- ☒ For the Appointment of this Applicant
- ☐ Against the Appointment of this Applicant

*Nicole Stansfield*

Signature of Board Chairperson

RECEIVED



MAR 23 2023

Town of Highland Beach, Florida  
Town Clerk's Office  
3614 S. Ocean Boulevard  
Highland Beach, Florida 33487  
Phone: (561) 278-4548 Fax: (561) 265-3582

### BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

**PLEASE NOTE:** Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Christine Viegas PHONE: 248-953-9522

HOME ADDRESS: 3407 South Ocean Blvd APT. NO. 3A

SUBDIVISION: Clarendon EMAIL ADDRESS: viegaschris@outlook.com

**PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE.** (A description of the responsibilities of each Board is on the back of this application.)

       Board of Adjustment & Appeals

       Code Enforcement Board

       Financial Advisory Board

  2   Natural Resources Preservation Board *CVB*

       Planning Board

  1   Town Commission \*\*\***(If vacancy)**

       Other Board /Committee

### **PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:**

Are you a resident of Highland Beach? Yes ☒ No ☐

Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes ☒ No ☐

Are you currently serving on a Town Board? Yes ☐ No ☒

Have you ever served on a Town Board/Committee? Yes ☒ No ☐

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

City of Birmingham, MI City Commissioner 1986-89; Birmingham Board of Zoning Appeals '89-1991

Are you willing to attend monthly board meetings? In (Person / Teleconference) Yes ☒ No ☐

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee Yes ☒ No ☐

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected?

Practicing Michigan Corporate Attorney - 32 years culminating in 26 years @ The Auto Club Group

~~Office of General Counsel retiring as Vice President in 2012~~

~~City Commissioner Birmingham, Michigan 1986-1989 (Down-zoned Business District height)~~

~~Mayor Pro Tem/City of Birmingham 1988-1989 (Worked on Revision of Master Zoning Plan)~~

Please summarize your volunteer experience(s):

Board of Zoning Appeals/City of Birmingham MI 3 year Term

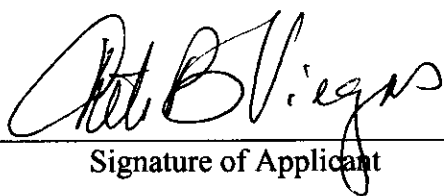
~~President of PLPOA - 2003-2022 <https://www.pinelakemi.com/> - developed a lake board, maintained water quality for Pine Lake, Oakland County, Michigan for its 166 residents, 7 Associations and 2 businesses.~~

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

March 23, 2023

Date

☒ Resume Attached

## CHRISTINE BERNHARD VIEGAS

(Unit # 3A)



As a Clarendon resident for over 10 years, I believe my skills can help improve the Clarendon and the method it's Board uses to implement projects as we approach the FL Mandated Phase One Milestone and Structural Integrity Reserve Study (SRIS) due in 2024.

### PERSONAL

#### Clarendon Related:

- **Resident** since 2011
- Clarendon Rules Committee Member
- Clarendon Social Committee member

#### Other:

- **President/Treasurer/Board Member** ( 15 + years) - : Pine Lake Property Owners Association  
<https://www.pinelakemi.com/> Developed Lake management plan for Pine Lake.
- **City Commissioner** ( 3-year term) Birmingham, Michigan City Commission 14-million-dollar budget/oversight of all city departments
- **Mayor Pro Tem** ( 1 year) Birmingham, Michigan
- **Board of Appeals** ( 3-year term) City of Birmingham, MI Board of Zoning Appeals (quasi-judicial function for zoning appeals from residents)

### WORK/EDUCATION/TRAINING

<b>Retired Position</b>	<b>Vice President/Deputy General Counsel</b> , Office of General Counsel The Auto Club Group- 6-billion-dollar insurance/auto club Dearborn, Michigan, operating in eight states. (33 years) <b>Board Member</b> , Auto Club Trust, FSB
<b>Previous Positions</b>	<b>Attorney</b> , Private Corporate Law Practice in law firm for 6 years
<b>Education/Degrees</b>	New England School of Law, Massachusetts, <b>J.D (MA/MI)</b> Newton College, Massachusetts, <b>B.A</b> University of Chicago Graduate School of Business Mergers and Acquisitions University of Michigan Business School Executive Education Center, Leading Change

### PROFESSIONAL ASSOCIATIONS/BOARDS

- Former **Chair, Laws Committee**, Property Casualty Insurers (PCI)
- Former **Secretary and Treasurer** Automobile Club Political Action Committee
- Former **Board Member**, Association of Corporate Counsel – Michigan Chapter and ACC-MI Foundation
- Former **Member** of the Wisconsin Diversity Counsel Program
- Former **Board Member**, Epilepsy Foundation of Michigan
- Michigan and Massachusetts (retired) Bar Associations



## **RESOLUTION NO. 2023-010**

### **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE NATURAL RESOURCES PRESERVATION ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 2, Article V, Division 3, Sec. 2-135 of the Town's Code of Ordinances establishes the Natural Resources Preservation Advisory Board and governs the membership, qualification, function, and rules of the Natural Resources Preservation Advisory Board; and

**WHEREAS**, these provisions of the Code establish the selection, appointment, and terms of office of members of the Natural Resources Preservation Advisory Board; and

**WHEREAS**, on March 15, 2023, one (1) member resigned, thereby opening one (1) vacancy on the Board; and

**WHEREAS**, the Town Clerk's Office received one (1) application for consideration; and

**WHEREAS**, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

**WHEREAS**, the Chairperson of the Natural Resources Preservation Advisory Board interviewed the applicant and recommends that the Town Commission appoint one applicant to the Board; and

**WHEREAS**, Town residents interested in serving on or continuing to serve on the Natural Resources Preservation Advisory Board have submitted board applications for the Town Commission's consideration.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission.

**Section 2.** Consistent with the Town's Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Natural Resources Preservation Advisory Board for an unexpired term ending April 30, 2024, as follows:

**Board Member** Christine Viejas – term expires April 30, 2024

**Section 3.** This Resolution shall become effective upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this **16th** day of **May** 2023.

**ATTEST:**

\_\_\_\_\_  
Natasha Moore, Mayor

**REVIEWED FOR LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Glen Torcivia, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES NO**

Mayor Moore

Vice Mayor David Stern

Commissioner Evalyn David

Commissioner Don Peters

Commissioner Judith Goldberg

**File Attachments for Item:**

C. Approve and authorize the Mayor to execute the Franchise Agreement with Waste Management Inc. of Florida, the top-ranked firm for Solid Waste and Recycling Collection Services in accordance with the Request for Proposal (RFP) No. 23-001.





# TOWN OF HIGHLAND BEACH

## AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 5/16/2023

**SUBMITTED BY:** Skender Coma, Management Analyst

**SUBJECT:** EXECUTE AN AGREEMENT WITH THE TOP-RANKED FIRM FOR RFP NO. 23-001: SOLID WASTE AND RECYCLING COLLECTION SERVICES

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### **SUMMARY:**

On April 4<sup>th</sup>, 2023, Town staff presented the Selection Committee ranking for RFP No. 23-001: Solid Waste and Recycling Collection Services to the Town Commission and requested authorization to initiate negotiations with the top-ranked firm, Waste Management Inc. of Florida. The Town Commission approved the ranking and authorized staff to initiate negotiations.

On April 21<sup>st</sup>, 2023, Town Staff and representatives from Waste Management Inc. of Florida held the negotiations meeting. Waste Management Inc. of Florida affirmed that their submitted pricing was their best and final offer and were unwilling to alter their pricing model.

### 4/4/23 Staff Analysis:

On March 13<sup>th</sup>, 2023, the Support Services Department received and opened two (2) proposals in response to the RFP for Solid Waste and Recycling Collection Services, which the Support Services Department reviewed to ensure the proposals met the RFP's minimum requirements. Both proposals were deemed responsible and responsive and were forwarded to the Selection Committee for review.

On March 30<sup>th</sup>, 2023, the Selection Committee convened to submit their scoring based on the criteria established in the RFP. The Selection Committee members Craig Hartmann, Pat Roman, and Deidre McCarty reviewed, scored, and ranked the proposals as follows:

1. Waste Management Inc. of Florida
2. Waste Pro of Florida, Inc.

The Selection Committee was unanimous in their decision to recommend the final rankings and proceed with recommending the award of a Contract with the number one ranked firm, Waste Management Inc. of Florida.

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**FISCAL IMPACT:**

See attached submitted pricing.

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**ATTACHMENTS:**

Agreement for Solid Waste and Recycling Collection Services

Waste Management Inc. of Florida Proposal

Rate Structure

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**RECOMMENDATION:**

Execute an agreement with the top-ranked firm, Waste Management Inc. of Florida, in accordance with the Request for Proposals (RFP) No. 23-001: Solid Waste and Recycling Collection Services.

## **Solid Waste and Recycling Collection Services Franchise Agreement**

**This Agreement** is hereby made and entered into this \_\_\_\_\_ day of May, 2023, between the TOWN OF HIGHLAND BEACH, Florida, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "Town") and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

### **1. Term**

The term of this Agreement shall be for the period beginning June 1, 2023, and expiring May 31, 2028. This Agreement may be renewed for two one-year (1) periods upon mutual agreement of the parties.

### **2. Definitions**

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

**Agreement:** This Franchise Agreement for solid waste and recycling collection services executed by the Town of Highland Beach and the Contractor and all exhibits and amendments thereto. The term "Agreement" may be used interchangeably with the term "Contract."

**Applicable Law:** All applicable Federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

**Authority** shall mean the Solid Waste Authority of Palm Beach County.

**Biomedical or Biohazardous Waste:** As defined by F.S. § 403.703(2), as may be amended.

**Biological Waste:** As defined by F.S. § 403.703(3), as may be amended.

**Bulk Waste:** Any non-vegetative item which cannot be containerize, bagged, or bundled; including but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bathtubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods. There shall be no weight limit for any item of Bulk Waste. The term "Bulk Waste" may be used

interchangeably with the term "Bulk Trash."

**Business Days** shall mean Monday through Saturday, except for Holidays.

**Collection:** The process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.

**Commercial Recycling Collection Service:** The Collection of Recovered Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.

**Commercial Single Stream Recycling Collection Service:** The practice of collecting Source Separated Recovered Materials generated by commercial establishments in a commingled form without separating the fiber from the other materials as is required under Dual Stream Collection.

**Commercial Solid Waste:** Solid Waste that is not Residential Solid Waste, but for the purposes of this Agreement shall exclude commercial Vegetative Waste, the collection of which is not exclusive to the Contractor.

**Commercial Solid Waste Collection Service:** The collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services.

**Compactor:** Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

**Construction and Demolition Debris (C&D):** Materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

**Container** shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All Containers must be of the specifications as designated by the Town Manager.

**Containerized Residential Recycling Collection Service:** The collection of Recovered Materials by the Contractor from Dwelling Units in the Service Area that require the use of Containers for the collection of Recovered Materials, and which also receive Residential Collection Service for Solid Waste, and the delivery of those Recovered Materials to the Recovered Materials Processing Facility or designated Authority transfer station.

**Containerized Residential Solid Waste Collection Service:** Solid Waste collection service of all Dwelling Units whose Garbage, Trash or Bulk Trash is collected by means of a central or shared Container and not by means of a Garbage Can.

**Contract Administrator** shall mean the person designated by the Town who shall act as the Town's representative during the term of this Agreement.

**Contractor:** A person or entity identified as such in the first paragraph of this Agreement that has entered into this Agreement to provide the services described herein for the Service Area. The term "Contractor" may be used interchangeably with the term "Franchisee."

**Curbside Residential Recycling Collection Service:** The collection of Recovered Materials by the Contractor from all Dwelling Units in the Service Area that also receive Curbside Residential Solid Waste Collection Service for Solid Waste, and other Dwelling Units as designated by the Town, and the delivery of those Recovered Materials to an Authority Recovered Materials Processing Facility or designated Authority transfer station.

**Curbside Residential Solid Waste Collection Service:** Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units from which Garbage is collected by means of a Garbage Can at curbside or roadway and delivery to an Authority designated disposal facility or transfer station.

**Designated Facility:** An Authority owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Town Manager to the Contractor.

**Dual Stream Recycling Collection:** The practice of collecting Recovered Materials in two separate containers, one for fiber and one for commingled containers and other materials accepted in the Town's recycling program.

**Dwelling Unit:** Any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit

**Effective Date:** The date this Agreement has been executed by both the Town and the Franchisee, or June 1, 2023, whichever is later.

**Fiscal Year:** October 1st of a given year and September 30 of the following year during this Agreement

**Force Majeure:** Any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, or sabotage.

**Garbage:** All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether

attributed to residential or commercial activities, but shall not include Vegetative Waste or Special Waste.

**Garbage Cart:** A Container intended for Solid Waste collection between thirty-five (35) and sixty-five (65) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the Franchisee's collection vehicles and containing not over two hundred fifty (250) pounds of waste. The term "Garbage Cart" may be used interchangeably with the term "Refuse Cart", and/or "Garbage Can."

**Hazardous Waste:** A hazardous waste as identified by the State of Florida Department of Environmental Regulation in Florida Administrative Code 17-730, as may be amended, or the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and implementing regulations, as may be amended.

**Holiday:** A designated holiday on which the Franchisee shall not be required to provide Collection Service or to maintain office hours as set forth in Section 7 of the Agreement.

**Household Hazardous Waste (HHW):** Solid Waste as defined by Florida Department of Environmental Protection as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

**Hotel:** Any public lodging establishment containing sleeping room accommodations for twenty-five (25) or more guests and providing the services generally provided by a hotel and recognized as a hotel in the community in which it is situated or by the industry as defined in Chapter 509, Florida Statutes, as may be amended

**Land Clearing:** The removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.

**Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.

**Peak Times** shall mean the period beginning on November 1 of a given year and ending on May 31 of the following year, unless otherwise specified by the Town.

**Public Awareness Program** shall mean that program developed by the Town to inform and encourage residential and commercial collection customers to use all Collection services offered by the Town through the Agreement. It shall also mean information

concerning level of service and changes in scope of service.

**Multifamily Collection Service:** Process whereby Solid Waste and/or Recyclables are collected by the Franchisee from Multifamily Users and transported to an authorized facility for processing of disposal.

**Multifamily User:** A person or entity, including, but not limited to, owners, lessees, and sub-lessees or abodes other than single-family, duplex, triplex, and quadplex dwellings.

**Program Recyclables:** Recyclables collected from Residential and Multifamily Users, Town facilities and public areas. Program Recyclables shall include the following list of materials, which may be amended to add or delete materials upon mutual agreement of the Town and the Franchisee: all paper; all plastic containers; rigid mixed plastics; aluminum, tin/steel, and bimetal cans including empty aerosol cans; and glass containers.

**Recovered Materials** shall mean waste materials and byproducts that have been recovered or diverted from solid waste, but does not include materials and byproducts generated from, and commonly reused within, an original manufacturing process (asphalt, shingles, sheet rock, concrete, wiring, etc.).

**Recovered Materials Processing Facility (RMPF)** shall mean any facilities operated or managed by, for or on behalf of the Authority for the purpose of receiving, sorting, processing, storing, and/or preparing Recovered Materials, plus other items authorized by the Authority, for sale, as specifically designated by the Authority.

**Recyclable Materials (Recyclables):** Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

**Recycling Bin:** A Container intended for Recyclables collection no less than eighteen (18) gallons capacity, suited to manual collection.

**Recycling Cart:** A Container intended for Recyclables collection with a ninety-five (95) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the Franchisee's collection vehicles and containing not over two hundred fifty (250) pounds.

**Recycling Container:** A Recycling Bin, cart, dumpster, compactor, or other container as approved by the Town for collection of Recyclables pursuant to this Agreement, including but not limited to, those collected from Residential Users, Multifamily Users, Commercial Users, Town facilities, and public areas.

**Residential Collection Services:** Process whereby Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste, are collected by the Franchisee from Residential Curbside Users and/or Containerized Residential (Multifamily, four units or less) Users, and transported to an authorized facility for processing of disposal.

**Residential User:** A person, including, but not limited to, owners, lessees, and sub-lessees utilizing a building, a portion thereof, specifically designed for and used for

occupancy of that person. For the purposes of this Agreement, Residential User shall include users of single family, duplex, triplex, and quadplex dwellings.

**Residential Solid Waste:** shall mean Garbage, Trash and Bulk Trash resulting from the normal housekeeping activities of a Dwelling unit, but shall not include Vegetative Waste or Special Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Dwelling Unit

**Roll-off Collection Service:** shall mean the Collection of C&D-only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites. Permanent businesses or manufacturing companies that generate C&D on site as part of their operations may obtain roll-off containers from any source, including the Contractor, for the purpose of recycling the C&D material, if, and only if, they also have a container for all other Commercial Solid Waste which is collected exclusively by the Contractor. Roll-off collection Service also includes the collection of commercial vegetative waste.

**Service Area:** The corporate limits of the Town of Highland Beach, Florida for which the Contractor has been granted this Agreement.

**Sludge:** A solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

**Solid Waste:** shall mean garbage, rubbish, trash, and other discarded waste, Residential Solid Waste and Commercial Solid Waste, but shall not include Special Waste, as defined in this Agreement, or Recovered Materials. Solid Waste shall mean Bulk Waste, Garbage, rubbish, refuse, Trash, Vegetative Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but for the purpose of this Agreement shall not include Special Waste.

**Solid Waste Authority Disposal Facility:** A place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County.

**Source Separated:** Recovered Materials that are separated from Solid Waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of Recovered Materials be separated from each other, and recognizes de minimis Solid Waste may be included in the recovered materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Container located where the materials are generated and when such materials contain more than 10 percent solid waste by volume or weight, in which case the materials are Solid Waste. The term "various types of Recovered Materials" means metals, paper, glass, plastic, textiles and rubber.



**Special Services:** Any services requested or required by the customer which are in addition to or a change in residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit I.

**Special Waste:** For the purposes of this Agreement, Special Waste refers to wastes that can require special handling and management, including but not limited to, Biohazardous Waste, Biological Waste, Hazardous Waste, lead-acid batteries, automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste. Special Waste may also include items determined by the Town Manager to be reasonably unmanageable.

**Town:** Town of Highland Beach, Florida.

**Trash** shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.

**Vegetative Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards, but shall not include any vegetative matter resulting from activities of a landscaping company or similar business.

### 3. **SERVICES PROVIDED BY CONTRACTOR**

The Contractor shall provide mandatory Residential Solid Waste Collection Services and Residential Recycling Collection Service in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor. The Town will be billed directly for these services in accordance with the rates set forth in Exhibit I, and the Town will bill the residents.

The Contractor shall provide Commercial Solid Waste Collection Services in the Service Area, which shall be an exclusive right to the Contractor. The Town will be billed directly for these services in accordance with the rates set forth in Exhibit I, and the Town will bill the property owners.

Roll-off Collection Services shall not be exclusive to the Contractor. Collection of commercial Vegetative Waste shall not be exclusive to the Contractor. Collection of commercial Recovered Materials shall not be exclusive to the Contractor. Notwithstanding any other provision of this Agreement, collection of Solid Waste contained in roll-off containers excluded from Roll-off Collection Services for businesses in the Service Area is exclusive to the Contractor.

The Contractor shall provide Commercial Recycling Collection Services in the Service Area upon request by the Customer or the Town, or through the solicitation efforts of

the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Area.

The Contractor shall provide solid waste and recycling collection services to the Town Hall complex buildings and facilities, and the Town Fire Department. These services shall be provided at no charge to the Town.

The Contractor shall use good faith and its best efforts to cooperate with any commercial recycling haulers collecting Source Separated Recovered Materials from commercial customers in the Service Area.

Upon receiving notice from the Town, the Contractor shall provide Garbage Cans directly to requesting Town residents within five (5) business days of receiving the request. Garbage Cans shall be delivered fully assembled. It is the responsibility of the Contractor to ensure that an adequate supply of Garbage Cans is available to fulfill the needs of the Town. Storage of this supply shall be the responsibility of the Contractor.

#### **4. SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE**

**A. Curbside Residential Solid Waste and Vegetative Waste Collection Services:** The initial Curbside Residential Collection Service provided by this Agreement shall be as set forth in this Section 4A and shall continue until such time as the Contract is terminated. Whereas the Contractor is providing Solid Waste and Vegetative Waste Collection Service on behalf of the Town, all Solid Waste and Vegetative Waste collected by the Contractor must be collected in the manner and for the rates and fees provided herein, and delivered to a Designated Facility.

Solid Waste collected by the Contractor in the Service Area pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority and Town, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those provided for under Federal, State and local laws, regulations and rules, including any rules of the Authority and Town, this Agreement prevails.

- 1. Conditions and Frequency of Service:** All Curbside Residential Solid Waste and Vegetative Waste properly containerized in Garbage Cans or otherwise prepared for collection as dictated by this Agreement shall be collected by the Contractor:

All Curbside Residential Solid Waste Collection Service, with the exception of the holidays identified in Section 7, shall be provided as follows:

Garbage collection services for single family and multi-family dwellings of four units or less shall be performed on Monday and

Thursday between the hours of 7:00 a.m. to 5:00 p.m. and a three (3) man crew shall be required on the collection vehicle. The Town will notify the Contractor of any projects that may affect traffic and Contractor will work with Town to address such circumstances.

All Vegetative Waste shall be placed at an accessible pickup location and shall be collected separately from Residential Solid Waste and Recovered Materials by the Contractor. If the customer has moderately commingled Residential Solid Waste and Vegetative Waste, the Contractor shall separate the Residential Solid Waste from the Vegetative Waste and collect the materials separately. If, due to the extent of commingling, separating the Vegetative Waste from the Residential Solid Waste is impractical, the Contractor shall tag the pile with a Town provided tag, and is not required to collect the commingled material until the first regularly scheduled collection day after customer has properly separated the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste and Residential Solid Waste sooner. In the event the customer does not wish to properly separate the material, the customer may pay the Contractor or any other private hauler to collect the non-conforming material. If the Contractor fails to tag the non-conforming pile, the Contractor will be required to collect the pile at no cost to the customer or the Town by the end of the next Business Day. The Contractor shall not intentionally commingle Vegetative Waste with Residential Solid Waste.

Vegetative Waste shall be collected on Mondays, between the hours of 7:00 a.m. and 5:00 p.m. for single family units and multifamily units of four (4) or less. The Contractor shall also provide an extra collection service on the first Monday following January 1<sup>st</sup> to collect Christmas trees.

With the exception of palm fronds, tree branches and Christmas trees, the Contractor shall have a reliable expectation that all Vegetative Waste will be bagged or containerized, and that each container, when filled, will not exceed 50 pounds in weight or 50 gallons in capacity. The Contractor shall have a reliable expectation that branches will not exceed 6 feet in length or 50 pounds in weight, that there is no length limitation on palm fronds and Christmas trees. In the event that Vegetative Waste is not presented as stated in this paragraph, the Contractor shall tag the pile with a Town provided two tag and is not required to collect the non-conforming material until the first regularly scheduled collection day after the customer has properly presented the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste sooner.

Trash, Bulk Trash, and Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair only will be

collected at the curb. Contractor is required to collect a maximum of four(4) cubic yards of C&D per collection day per dwelling units. In the event that the customer places more than four (4) cubic yards of C&D for Collection, the Contractor shall collect four (4) cubic yards of C&D and shall tag the remaining pile with a Town provided tag. The Contractor shall at a minimum return on each subsequent regular Solid Waste collection day and collect a minimum of two (2) cubic yards until the pile is gone, however nothing shall preclude the Contractor from collecting the C&D sooner. Small pieces of C&D, such as tile or roofing material, shall be containerized and weigh not more than 50 pounds per container. There shall be no weight limit for any item of Bulk Trash. In the event Bulk Trash contains Chlorofluorocarbons (CFC's), the Contractor shall collect the Bulk Trash item separately in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill or to a scrap dealer located in Palm Beach County.

2. **Accessibility:** Contractor shall collect all Residential Solid Waste and Vegetative Waste placed Curbside where the edge of the waste is within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility for the Contractor's collection crew and vehicle. In the event there is insufficient space between the curb and the sidewalk to place Residential Solid Waste and Vegetative Waste, if the edge of all Residential Solid Waste and Vegetative Waste to be collected is within two (2) feet of the sidewalk, the Contractor shall be required to collect it.

In the event there is no other accessible location available to the customer, all Residential Solid Waste and Vegetative Waste placed under electrical wires, trees or other obstructions preventing the use of a vehicle with mechanical loading capability shall be collected by means of a rear-load collection vehicle. Contractor may request, in writing, the Town Manager to approve an alternate Collection location. Contract Administrator's decision regarding the approval of a suitable alternate Collection location shall be final.

For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the County or special district, or a road on private property for which an easement has been granted to the public and when such road is constructed and maintained to a standard whereby access is available by the collection vehicle.

Where the resident of a dwelling unit is physically unable to deliver Residential Solid Waste to curbside and this is so certified by the Contract Administrator, or the residential structure is located in such

a manner as to prevent access to the Residential Solid Waste by the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor. In the event the customer and the Contractor cannot agree on an alternative location the Town Manager shall designate the alternative location, and the Contract Administrator's decision shall be final. Regardless of any accommodation made pursuant to the facts described in this paragraph, Vegetative Waste must continue to be placed curbside.

If the customer requests Special Services, such as back door service, due to a documented medical condition, these services shall be billed directly to the customer by the Contractor in accordance with Exhibit I. In the event that a Special Service request is not listed in Exhibit I, such charges shall then be established through negotiations between the Contractor and the customer. In the event the customer and the Contractor cannot reach an agreement on the cost, the Town Manager shall determine the cost, and such determination shall be final.

**B. Containerized Residential Solid Waste Collection Services:** The initial Containerized Residential Collection Service provided by this Agreement shall be as set forth in this Section 4B and shall continue until such time as the Contract is terminated.

- 1. Conditions and Frequency of Service:** The Contractor shall provide Containerized Residential Solid Waste Collection Service to all Dwelling Units in the Service Area that are suitable to receive such service and request such service. Solid Waste collection services for multi-family units greater than four (4) shall be on Monday and Thursday between the hours of 8:00 am and 4:00 pm and a three (3) man crew shall be required on the collection vehicle. During peak times multi-family units greater than four (4) shall also have a Saturday Solid Waste collection which shall be between 8:00 a.m. and 12:00 p.m., and they shall also require a three (3) man crew on the collection vehicle. A minimum of once per week service is required of all customers. Normal collection service, not including Bulk Trash Collection, shall be twice per week. The size and location of the Container shall be determined by the Contractor and the residential complex in accordance with this Agreement. However, size and frequency shall be sufficient to provide that no Residential Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. In the case of an unresolved dispute, the Contract Administrator shall resolve such issue. The Contractor shall be paid the appropriate containerized unit collection rate in accordance with Exhibit I. Any service requested by the residential complex above three times per week or greater than the two times per week annual average, with the exception of Bulk Trash collection, shall be paid in accordance with the collection rates in Exhibit I.

The frequency of collection of Vegetative and bulk waste, outside the container for multi-family dwellings greater than four (4) units shall occur on Monday between the hours of 8:00 a.m. and 4:00 p.m. Any disputes as to the frequency of Bulk Trash collection shall be resolved by the Contract Administrator, whose determination shall be final. In the event Bulk Trash contains Chlorofluorocarbons, (CFC's), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.

2. **Method of Collecting:** Collection shall occur on a regular basis with the frequency of pickup as provided herein. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than two (2) cubic yards per week of waste, alternate non-mechanical containers (e.g., Garbage Cans) may be utilized.

The Contractor shall provide Containers at the approved rental rates as necessary. Commercial Container rental rates, terms, and provisions contained in the Agreement shall also apply to Containers rented for residential service. Customers may use their own Container(s) provided that the customer is completely responsible for its proper maintenance and repair. Such Containers shall be of a type that can be serviced by the Contractor's equipment.

The Contractor shall collect all Residential Solid Waste placed in a Container or alternate non-mechanical container, and shall not be required to collect Residential Solid Waste that is not so placed. The Contractor has a reliable expectation that Vegetative Waste will not be commingled with Garbage. Where alternate non-mechanical containers (e.g., Garbage Cans) are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

All Containers and Compactors provided by the Contractor shall be in good condition. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case-by-case basis, within 24 hours of notification, sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. Contractor may charge the customer for any Container rental in accordance with the rates set

forth in Exhibit I. In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case-by-case basis, within 24 hours of notification sufficient to provide uninterrupted services until Compactor is repaired or replaced at no charge to the customer. The Contractor shall have a regularly scheduled replacement program for all Containers to ensure Containers are in good condition.

3. **Service Interruption:** The Contractor may not stop service to a residential containerized customer for non-payment of fees for special services without notification by certified letter to the Contract Administrator or his designee and the customer at which time the Contract Administrator shall have five (5) Business Days following receipt of such notice to investigate and respond.

C. **Commercial Solid Waste Collection Service:** The Contractor shall collect and dispose of all Commercial Solid Waste in the Service Area. Such Commercial Collection Service shall be governed by the following material terms:

1. **Conditions and Frequency of Service:** A minimum of once a week service is required of all commercial customers or such other minimum frequency as provided by law. However, customers utilizing a roll-off Compactor Container shall have the ability to receive service on an on-call basis provided the roll-off Compactor is free from leaks or spillage. Permanent roll-off and Compactor Containers must be collected within 24 hours of customer request. There shall be no odor at any time emanating from the roll-off Compactor, or vermin in the immediate area. If complaints are received, or an inspection conducted by the Town proves the roll-off Compactor violates any of the above criteria, the Contract Administrator will determine the frequency of service. The size of the Container and the frequency of collection shall be determined between the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer.
2. **Method of Collecting:** Service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, alternate non-mechanical containers may be utilized (e.g., Garbage Can(s)). Commercial small waste generators who generate less than one cubic yard per week may use up to three (3) Garbage Cans, and shall be charged the monthly rate, as set out in Exhibit I.

The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such customer provided Containers shall be of a type that can be serviced by the Contractor's equipment. All Commercial Solid Waste shall be placed in a Container, Compactor or acceptable other Garbage Can. Vegetative Waste shall not be commingled with Garbage. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

Compactors may be obtained by customers from any source provided that such Compactor must be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the waste without spillage.

All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container and any other labeling as may be required by the Town. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case-by-case basis, within 24 hours of notification sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. The Contractor may charge the customer in accordance with the rates set forth in Exhibit I.

In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case-by-case basis, within 24 hours of notification sufficient to provide uninterrupted service until the Compactor is repaired or replaced. The Contractor may charge the customer for collection and disposal only in accordance with rate set forth in Exhibit I.

**3. Level, Type and Disclosure of Rates for Commercial Collection and Other Services:**

**a. Commercial Collection Service:** The Contractor shall only charge the Town the rates as set out in Exhibit I or as otherwise allowed by this Agreement. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator or his designee shall establish the level and type of service to be provided including the



location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit I. The Contractor will be responsible for the billing of Special Service fees and compactor rental charges.

b. **Disclosure:** By October 1st of each year of this Agreement the Contractor shall provide the customer an annual disclosure statement which may be placed either directly on the billing statement generated by the Contractor's billing system or on a separate cover letter included with the billing statement and provide a Level of Service form as provided in Exhibit I. Contractor shall send a commercial customer list to the Town as well as a master copy of the disclosure statement.

- D. **Method of Payment:** The Town or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service, (with the exception of additional Solid Waste Collection Service exceeding Peak Times), and for the billing and collection of Commercial Solid Waste Collection Service. Collection Services at rates not to exceed those set out in Exhibit I. Contractor shall also be responsible for billing and collection of payments for Special Services related to Residential and Commercial Solid Waste Collection Service.
- E. **Hours of Collection:** Curbside Residential Solid Waste Collection Service shall be provided between the hours of 7:00 a.m. and 5:00 p.m. on Monday and Thursday. Dwelling Units receiving Containerized Residential Solid Waste Collection Service and non-residential collection sites located within 150 yards of residential uses shall only be collected between the hours of 8:00 a.m. and 4:00 p.m. on Monday and Thursday end during the peak time of the year from 8:00 a.m. to 12:00 p.m. on Saturdays. Other nonresidential locations may be collected at any time. The hours of collection may be extended with the prior consent of the Contract Administrator.
- F. **Routes and Schedules:** The Contractor shall provide the Contract Administrator in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times.

If the Contractor desires to make subsequent changes in the curbside collection service routes or schedules that will result in a benefit to the community, a written request shall be made to the Contract Administrator not less than 60 days prior to the requested date of change. Such request shall include the proposed location and details of the route or schedule change, and the reason for change.

The Contract Administrator shall review requested day or starting point change(s) to routes and approve or deny the request(s) within 10 Business Days.

The Contract Administrator's decision shall be final. In the event a requested route or schedule change is approved by the Contract Administrator, the Contractor shall notify the customer(s) affected in writing or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the Town. Notification of day or starting point changes to routes for Curbside Residential customers shall be by door hanger, unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the Town and the customer. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. The Contractor shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution.

## **5. RECYCLING COLLECTION SERVICE:**

The Contractor shall provide Residential and Commercial Recycling Collection Service in the Service Area, as provided within the Agreement. The Town or its designee shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. The Contractor shall be responsible for billing and collection of Commercial Recycling Collection Service cost not being billed and collected by the Town or its designee. Unless otherwise provided for in this Agreement, all Recovered Materials collected by the Contractor in the Service Area must be collected in the manner and for the rates and fees provided herein, and delivered to the Authority's Recovered Materials Processing Facility or an Authority transfer station, or other facility designated in writing by the Contract Administrator. Notwithstanding the foregoing, the Contractor shall retain the right to continue to provide Commercial Recycling Collection Service to Contractor's existing Commercial Recycling Collection Service customers in the Service Area, including the delivery of said materials to facilities not designated by the Town, under agreements effective and in place as of the date of award of the franchise governed by this Agreement for the term of said agreements. Unless specifically provided to the contrary herein, Contractor shall not compete with the Authority for Recovered Materials within the Franchise area. Recovered Materials collected by the Contractor in the Service Area pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for here, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Town, and is subject to the penalties provided for herein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those in Federal, State and local laws, regulations and rules, including rules of the Town, this Agreement prevails. Contractor shall, upon request of the Town provide Town with a list of all Commercial Recycling Collection Service customers in the Service Area as of the effective date of this Agreement, which list shall include the expiration date for each such customer.

### **A. Curbside Residential Recycling Collection Services will be governed**

by the following terms and conditions:

1. **Conditions and Frequency of Service:** The Contractor shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided on Mondays between the hours of 7:00 a.m. and 5:00 p.m. Recovered Materials shall not be commingled with other Residential Solid Waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place in a solid waste collection vehicle or Garbage Can. Commingling of Solid Waste with Recovered Materials shall be subject to assessments as set forth in this Agreement Recovered Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials. The Town will notify the Contractor of any projects that may affect traffic and Contractor will work with Town to address such circumstances.
2. **Accessibility for and Manner of Curbside Recycling Collection:** Contractor shall collect all Recovered Materials placed in a Recycling Container or paper bag and additionally cardboard and/or paper bags, which may be placed beside the container, when any edge of said Recovered Materials is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. The Contractor must collect as many Recycling Containers, paper bags, bundles, or flattened cardboard, as the customer sets out. Cardboard and/or paper bags shall be collected if placed next to, or inside, the Recycling Container(s). Where the resident is physically unable to deliver Recovered Materials to curbside and this is certified by the Contract Administrator, or the Dwelling Unit is located in such a manner as to prevent access to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.
3. **Recycling Containers:** The Contractor shall ensure distribution of Recycling Containers supplied by the Town to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the Town. However, customers may use their own

additional Recycling Containers or paper bags as long as they are similar and suitable for the service.

**B. Containerized Residential Recycling Collection Services** will be governed by the following terms and conditions:

1. **Conditions and Frequency of Service:** The Contractor shall provide Containerized Residential Recycling Service to Dwelling Units as are designated by the Town that are located in the Service Area. Containerized Residential Recycling Service shall be provided at least once every week.
2. **Accessibility and Schedule for Containerized Residential Recycling Collection:** All Recovered Materials, with the exception of cardboard, are to be collected in a Recycling Container or Container designated for Recovered Materials which shall be located in such location and shall be collected on a schedule as mutually agreed to by the owner or governing association (of the multiple unit residential complex or development being serviced) and the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. If there is a large amount of cardboard placed outside of the Container (i.e., in the case of a 101-gallon container), an alternate, larger Container shall be provided, upon agreement by the customer and the Town. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pickup, and such designation shall be final.

**C. Commercial Recycling Collection Service:** The Contractor shall provide Commercial Recycling Collection Services on behalf of the Town for any business in the Service Area where the Town has arranged, negotiated or contracted for such service, and Contractor shall have the right to solicit Commercial Recycling Collection Service agreement with any business in the Service Area upon terms and conditions consistent with this Agreement.

1. **Conditions and Frequency of Services:** The Contractor shall provide Commercial Recycling Collection Services to all businesses or commercial entities located in the designated Service Area resulting from its own solicitation, by request of the customer, or where a contract meeting the terms and conditions of this Agreement is arranged by the Contract Administrator or his designee. The size and frequency of service of the Container designated for Recovered Materials shall be determined by a waste audit and agreed to by the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Recovered Materials need be placed outside the Container. Storage capacity shall be suitable for the amount of Recovered Materials generated by the customer. The

Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment. Compactors may be obtained by customers from any source provided that such Compactor be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the Recovered Material without spillage. All Commercial Recovered Materials shall be placed in a Container, Compactor or other acceptable Recycling Container. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container. All Containers and Compactors provided by the Contractor shall be clearly labeled to indicate they hold Recovered Materials only.

Recovered Materials shall not be commingled with other solid waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place them in a Solid Waste collection vehicle. Commingling of Recovered Materials with Solid Waste shall subject the Contractor to assessments as set forth in this Agreement. Recovered Materials set out for collection by customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials and shall be delivered to a facility designated by the Town.

Where Recycling Containers are they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

2. **Level, Type and Disclosure of Rates for Commercial Recycling Collection and Other Services:** The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator, or his designee, at the election of the customer and Contractor may establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE."
3. **Ownership:** Notwithstanding any other provision of this Agreement, a commercial generator of Recovered Materials retains ownership of those materials until he or she donates, sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a Recovered Materials dealer

or other person or entity properly registered to engage in the Recovered Materials business in Palm Beach County, whether for profit, or nonprofit, from accepting and transporting commercially generated, Source Separated Recovered Materials from such commercial generator, provided however, that such activities be subject to applicable State and local laws, regulations and rules, including rules of the Town, and provided that the transporter reports such information to the Town in accordance with applicable State and local laws and rules, including rules of the Town.

D. **Method of Payment:** The Town or its designee will be responsible for the billing and collection of payments for Residential Recycling Collection Service. The Contractor shall be responsible for billing and collection of payments for Commercial Recycling Collection Service. The Town shall provide recycling Containers for commercial customers utilizing a 95-gallon or 101-gallon Container(s) at no charge to the contractor or customer. The Contractor may be asked to bill the Town or the customer for all or a part of the Containers used by the customer for Commercial Recycling Collection Service.

E. **Hours of Collection:** Residential Recycling Collection Service shall be conducted between the hours of 7:00 a.m. and 5:00 p.m. on Mondays for single family dwellings and multifamily dwellings of four (4) units or less. Multifamily dwellings with greater than four (4) units shall be collected on Mondays and Thursdays between the hours of 8:00 a.m. and 4:00 p.m. and nonresidential collection sites located within 150 yards of residential uses shall only be collected between the hours of 8:00 a.m. and 4:00 p.m. on Business Days. The hours of collection may be extended with the prior consent of the Contract Administrator.

F. **Routes and Schedules:** Route and schedule changes shall be handled as specified in Section 4, Paragraph F.

G. **Replacement of Recycling Containers for Residential Dwelling Units:**

1. The Contractor will replace at its expense any Container or Recycling Container damaged through the fault or negligence of the Contractor or its personnel (including agents, employees or subcontractors) in accordance with Section 10, and report all such replacements to the Town. Replacement Recycling Containers or Containers designated for Recycling for Residential Dwelling Units will be provided by the Town with the cost for replacement containers deducted. from the Contractor's monthly fees.
2. The Town, at its expense, will supply to the Contractor, for distribution to the customer, replacement Recycling Containers or Containers which were originally provided by the Town and lost or damaged by the occupant of a Dwelling Unit, and the Contractor shall report all such replacements to the Town.

3. The Contractor shall promptly deliver Recycling Containers or Containers as requested by the Town on behalf of the residential customers for the purpose of excess Recovered Materials or for new residential customers.

- H. **Contaminated Recovered Materials:** In the event the curbside customer places solid waste in the Recycling Container(s) or Container(s), the Contractor must collect all Recovered Materials and leave the solid waste in the Recycling Container(s) or Container(s). The Contractor must then place a contamination sticker on the Recycling Container(s) or Container(s) advising the customer of the reason the solid waste was not collected. Contamination stickers will be provided to the Contractor by the Town.

In the event the Contractor is unaware that a load of Recovered Materials collected pursuant to Residential Containerized Recycling Collection or Commercial Recycling Collection is commingled with Solid Waste, and the Contractor is charged a disposal fee by the Town, the Contractor is authorized to make an effort to identify the customer responsible for the contamination and charge the customer the applicable disposal charges based on the size of the container serviced for that customer.

- I. **Recovered Materials Processing Facility (RMPF):** The Contractor shall deliver all Recovered Materials collected from the Service Area to the Solid Waste Authority RMPF, or a SWA transfer station or other facility designated, in writing, by the Contract Administrator.
- J. **Change in Scope of Recycling Collection Service:** From time to time, at the sole option of the Town, it may be necessary to modify the scope of Recovered Materials that will be included in Recycling Collection Service. Should this occur, the Town and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modification.

## 6. **CHARGES, RATES AND LEVEL OF SERVICES:**

A. **Solid Waste and Recycling Collection Rate Adjustments:** For all Collection services, with the exception of those specifically excluded, the charges shall be based on the rates established in Exhibit I, and as subsequently adjusted pursuant to the rates set forth in Exhibit I.

No change in rates except for the Payment Schedule adjustment as provided by this Agreement shall be made without the approval of the Town. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the Town and the Contractor.

- B. **Billing, Collection, and Payments:**

1. The Town will be responsible for the billing and collection of payments for those units included in the Town's Residential Solid Waste Collection Services and the Residential Recycling Collection Services programs. The Town shall make monthly payments in arrears to the Contractor for the Residential Solid Waste Collection service and Residential Recycling Collection Services provided pursuant to this contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Town collects from customers for such service. Payments from the Town to the Contractor will be due and paid no later than the 10th day of the month following the month during which services were rendered.

On or before October 1st, and before commencement of work by the contractor under the terms of this agreement, the Town shall provide to the Contractor the estimated total number of units to be serviced. By November 1st of each Fiscal Year, the Town shall provide to the Contractor a detailed listing of all the units to receive these services. Thereafter, and for the duration of this agreement, the Town shall promptly notify the Contractor of new residential units to be serviced and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the Town's Fiscal Year will be added to the customer service list and payment will be paid by the Town to the Contractor in the Contractor's monthly payment. Payment will be prorated based upon the day of Certificate of Occupancy and verification of the beginning of actual service, whichever is later. The payments from the Town to the Contractor for units added by Certificate of Occupancy are paid no later than the tenth day of the month, two months following the month during which the Dwelling Unit is provided a Certificate of Occupancy. After the first year of the Agreement, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the Contractor on or before October 1.

2. In the event the Contractor provides service to Dwelling Units whose parcel was not included on the detailed listing provided by the Town, the Contractor must provide a written list of such Dwelling Units to the Contract Administrator within 90 days receipt of the detailed list. Upon receipt of such written list by the Town, the Contract Administrator will verify the customer address and that service to the unit is proper within 30 days, and if proper,



shall remit monthly payments to the Contractor for such service effective as of October 1 of that Fiscal Year or the date service began, whichever is later. If the Town has not received notification within 90 days by the Contractor, no adjustments to payment will be made until the next Fiscal Year. However, the Town reserves the right to correct any errors of omission or commission per the laws and rules that govern the Town. In the event the Town pays the Contractor for a residential unit in error for whatever reason, the Contractor shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.

3. The Town will be responsible for the billing and collection of payments for Commercial Solid Waste Collection Services. The Town shall make monthly payments in arrears to the Contractor for the Commercial Solid Waste Collection services provided pursuant to this contract.

C. **Solid Waste Disposal Costs:** Collection service costs and Solid Waste disposal costs shall be treated separately for the Solid Waste Collection services being provided pursuant to this Contract. Residential and commercial Solid Waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit I. Residential disposal costs will be billed by the Town except as otherwise provided in this Agreement. The Contractor will be given a disposal credit for each residential unit as calculated in Exhibit I. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all Solid Waste disposal costs incurred for disposing of all Solid Waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately credited by the Authority.

D. **Extraordinary Rate Adjustment:** The Contractor may petition the Town at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Contractor's request shall contain substantial proof and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The Town may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The Town, in its sole discretion, may approve or deny the request, in whole or in part, within 120 days of receipt

of the request and all other additional information required by the Town.

- E. **Exclusive Franchise:** Town agrees to assist the Contractor in taking timely action against any entity violating, and/or in defense of, the Contractor's exclusive franchise rights granted under this Agreement.

**7. HOLIDAYS:**

The Contractor shall not be required to perform collection on Thanksgiving Day and Christmas Day. Residential Solid Waste, Recovered Material and Vegetative Waste not collected from curbside service customers on Thanksgiving Day and Christmas Day shall be collected on the next business day. Residential Solid Waste and residential Recovered Material not collected from container service shall be collected on the next Business Day. The Contractor shall not be required to maintain office hours on Thanksgiving Day and Christmas Day. However, on all holidays except Thanksgiving Day and Christmas Day, the Contractor shall provide collection of Commercial Solid Waste, Commercial Recovered Material, Residential Solid Waste, Vegetative Waste and Residential Recovered Material and provide for operations personnel to accept calls from the Town and the Contractor's customers.

**8. SPECIAL SERVICES:**

Rates charged for Special Services may not exceed the special service rates as listed in Exhibit I. In the event the requested special service is not included within Exhibit I, the Contractor may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.

**9. PUBLIC AWARENESS PROGRAM:**

The Contractor shall assist the Town with a Public Awareness Program by distributing door hangers, stickers, flyers or other medium to residential and commercial customers as requested by the Town. Additionally, it is the Contractor's responsibility to provide information about those customers who repeatedly do not prepare or set out their Recovered Material or solid waste as specified within this Contract to the Town.

The Commercial Recycling customer will also be notified, by the Town through the Contractor, about special commercial recycling events, workshops, educational forums and symposiums and other activities, as needed.

**10. TREATMENT OF CONTAINERS:**

The Contractor shall collect Residential Solid Waste, Vegetative Waste and

Recovered Materials and Commercial Solid Waste and Recovered Materials with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Unless otherwise specified in this Agreement, any Container, Compactor or Recycling Container requiring repair, replacement or delivery for whatever reason shall be repaired and/or replaced or delivered within five (5) Business Days of the request of the customer or the Town. Unless otherwise specified in the Agreement, any Container, Compactor or Recycling Container damaged by the Contractor or reported in poor condition by the customer or the Town shall be repaired or replaced at the Contractor's expense. Unless otherwise specified in the Agreement, for Recycling Containers provided to the Contractor by the Town, the cost of Recycling Containers provided to replace those damaged by the Contractor or reported in poor condition by the customer or the Town shall be deducted from the Contractor's monthly fees. Garbage Cans shall be replaced as provided for in this Agreement. Throwing of any Garbage Can, Container or Recycling Container is prohibited. The Contractor shall neatly replace the Container, Recycling Container and Garbage Can to the point of collection.

**11. PERSONNEL OF THE CONTRACTOR:**

- A. The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s), office and cellular telephone numbers and, if applicable, email address of the person(s) to the Contract Administrator.
- B. Supervisory personnel must be present on all routes to direct operations in a safe and satisfactory manner. All supervisory personnel shall operate a non-collection vehicle that is clearly marked with Contractor's name and office telephone number.
- C. Contractor shall provide personnel sufficient to complete all routes. (See Section 4(A)(1) regarding the requirement to have 3 men on a collection vehicle.) Supervisory personnel may temporarily operate collection vehicles in an emergency situation.
- D. The Contractor shall keep all contact information provided to the Town current at all times.
- E. The Contractor's collection employees shall wear a uniform or shirt bearing the company's name during operations.
- F. The Contractor's name and office telephone number shall be properly displayed on all Solid Waste and recycling collection vehicles and Containers provided by the Contractor. All vehicles utilized for the collection of Recovered Material shall be clearly identified for that purpose.
- G. The Contractor shall provide operating and safety training for all personnel.

- H. The Contractors employees shall treat all customers in a polite and courteous manner.
- I. The Contractor shall provide emergency contact name(s), office, home and cellular telephone numbers and email address for all key personnel.
- J. In the event of a dispute between customer and Contractor, key personnel of the Contractor shall be available to meet with Contract Administrator or his designee as requested by the Town.
- K. Any employee of the Contractor who removes or diverts Solid Waste or Recovered Materials from the Town's system without authorization shall be prohibited from providing solid waste or Recovered Materials collection services under this Agreement.

## **12. SPILLAGE:**

The Contractor shall not litter or cause any spillage to occur upon the premises., roadway or the right-of-way wherein the collection shall occur. During hauling, all solid waste, vegetative waste and recovered materials shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the Town or the customer within two (2) Business Days unless otherwise specified within this Agreement.

## **13. COLLECTION EQUIPMENT:**

The contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be of a dual compartment type (one compartment for paper products; one compartment for other Recovered Material), separate trucks or other equipment that meets industry standards and are approved by the Contract Administrator, and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The

Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.

**14. VEGETATIVE WASTE:**

All Vegetative Waste shall be collected separately from Residential Solid Waste and Recovered Materials. All grass clippings, leaves, pine needles, palm seeds, or other loose waste shall be bagged or containerized, otherwise, Vegetative Waste must be no more than six (6) feet in length, with the exception of palm fronds and Christmas trees, and under 50 pounds per piece and placed neatly at the curb. The Contractor is not responsible for sweeping or raking loose vegetative waste that remains after collection. The Contractor is not responsible for collecting vegetative waste produced by lawn maintenance landscapers or tree maintenance firms. In accordance with Town ordinances tree surgeons, lawn maintenance and landscape companies that are paid a fee for services shall remove from the Town all vegetative waste they generate the same day they generate the waste. These firms shall not pile vegetative waste for collection by the Contractor. Contractor is not required to collect debris generated by Land Clearing activity which includes but is not limited to stumps, tree trunks and logs.

**15. SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE:**

The Contractor shall not be required to collect and dispose of Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Town. All such collection and disposal for those types of waste in this Section are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

**16. OFFICE AND EQUIPMENT YARD:**

The Contractor shall maintain an office and equipment yard within Palm Beach County where complaints from the Town and commercial customer inquiries shall be received. It shall be equipped with sufficient telephones, with no less than two phone lines, and shall be open during normal business hours and shall have local customer service and sales representatives sufficient to provide adequate phone coverage and assistance to customers within the Service Area from 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 2:00 p.m. on Saturday, with the exception of Thanksgiving Day and Christmas Day. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following

Business Day. The Contractor shall provide a contact person for the Town to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of Town direction or situations requiring immediate attention. An equipment yard must be established within Palm Beach County no later than one month after the start of collection services. Failure to establish an office and equipment yard may result in loss of franchise, pending the Contract Administrator's review of whether the Contractor is using his best efforts to establish an equipment yard in a timely manner. Equipment yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the Service Area.

## **17. COMPLAINTS:**

All service complaints shall be directed to the Contractor. Any complaints received by the Town will be forwarded to the Contractor by telephone, computer or electronic media not less than twice daily where it shall be recorded on a complaint log by the Contractor. The complaint shall be resolved no later than 3:00 p.m. the next Business Day after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Thanksgiving Day and Christmas Day, it shall be resolved by the Contractor no later than the next regular working day.

When the Contract Administrator or his designee notifies the Contractor of a complaint, the Contractor shall take the appropriate steps that may be necessary to resolve the complaint by 3:00 pm. on the next Business Day after its receipt. If a complaint cannot be resolved by 3:00 p.m. on the next Business Day following the scheduled Collection day, the Contract Administrator shall be notified in writing of the reason for non-resolution of the complaint.

Non-conforming solid waste, Recovered Materials and Vegetative Waste not properly tagged by the Contractor shall be collected by the Contractor by 3:00 p.m. on the next Business Day following scheduled Collection day. Complaints of sloppy service provided by Contractor, including, but not limited to solid waste, Recovered Materials or Vegetative Waste being left in the roadway or Garbage Cans not being returned to the point of collection on the scheduled Collection day shall be resolved by 5:00 p.m. on the same day.

The Contractor shall investigate and provide the Contract Administrator or his designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractors employees, agent, or sub-contractors within 24 hours of receipt. The Contract Administrator will consider all documentation provided and make final determination of party responsibility. If the Contractor fails to provide a written explanation of the disposition of such complaints within 24 hours of receipt, determination of responsibility shall be in favor of the customer and Contractor shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) Business Days, with the exception of mailboxes and

Garbage Cans, which shall be repaired or replaced within three (3) Business Days. Contractor shall be responsible for replacing, at its expense, any Garbage Can(s) determined to be damaged or missing through negligence of Contractor's personnel (including agents, employees or subcontractors) however Contractor shall not be required to replace Garbage Cans which exhibit signs of normal wear and tear. In the case of an unresolved dispute, the Contract Administrator's or his designee's decision shall be final.

## **18. QUALITY OF PERFORMANCE OF CONTRACTOR:**

It is the intent of this Agreement to ensure that the Contractor provides high quality services.

**A. Complaints:** All complaints received by the Contract Administrator, or his designee, and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 17 of this Agreement. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved by 3:00 p.m. on the next Business Day, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received from curbside and container customers exceed any of the following percentage(s), which reflect the percentage of the residential curbside and container customers within the Service Area served by the Contractor during any Fiscal Year, the Contract Administrator shall levy as liquidated damages in the amount of \$200.00 per incident to reimburse the Town for the cost of receiving, logging, investigating, and following up on the complaint.

<u>Complaint Type</u>	<u>Annual%</u>	<u>Monthly%</u>
Garbage, Trash and Damage	4%	0.5%
Recycling	2%	0.25%
Vegetation	2.5%	0.35%

**B. Other Administrative Charges:** In addition to the liquidated damages provided for in Subsection 18A related to customer complaints, the Contract Administrator may, without regard to the percentage of customer complaints, also levy liquidated damages at the rate of \$200.00 per day per incident for any other infraction of this Agreement to reimburse the Town for the cost of receiving, logging, investigating and following up on the complaint and or failure to perform, and additional costs that cannot be reasonably quantified. Such infractions include but are not limited to:

1. Failure to provide clean, safe, sanitary equipment;
2. Failure to maintain office hours as required;
3. failure to provide documents and reports in a timely and accurate manner;
4. Failure to repair or replace and/or deliver a Container, Compactor, Recycling Container, Garbage Can, or mailbox within the

- required time period;
- 5. Failure to clean spillage;
- 6. Failure to cover and or secure materials on collection vehicles;
- 7. Collection employees out of uniform;
- 8. Name and phone number, and if applicable, size not displayed on Collection vehicles or Containers;
- 9. Failure to provide schedule and route maps;
- 10. Using an improper truck for the specific service provided
- 11. Failure to submit a disclosure notice to either a customer or the Contract Administrator;
- 12. Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the Town, for the purpose of tracking and verifying countrywide recycling activity;
- 13. Failure to collect Recovered Materials, Solid Waste or Vegetative Waste on schedule for any customer who has been missed more than three times within a 12-month period;
- 14. Failure to respond to customer calls, including all residential and commercial customers, in a timely and appropriate manner;
- 15. Failure to place a contamination sticker in Recycling Containers, as required;
- 16. Failure to repair damage to property resulting from Contractors (including agents, employees or subcontractors) equipment failure or negligence within five (5) Business Days.

**C. Major Prohibitions and Liquidated Damages:** The following constitute serious violations of this Agreement that have negative impacts on the Town the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially loss of Franchise.

- 1. Changing routes, including the starting point of a route without approval from the Town or notification to the Town and the customer is prohibited and will result in liquidated damages of \$2,000.00 per incident to reimburse the Town for the costs of managing the service disruption, including the cost of (receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Additionally, the Contractor shall be required to return to the previous route(s) and schedule and properly notify customers in accordance with the requirements of this Agreement at no cost to the Town or customer.
- 2. Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the Palm Beach County Health Department will result in the assessment of liquidated damages in the amount of \$2,500.00 per day, per incident to compensate the Town for the cost of receiving, logging, investigating and following up on customer complaints, assessing



the extent of the damage, and communicating with the Contractor, the Health Department and the customer(s). Additionally, in the event of such failure to clean up spillage, the Town retains the right to perform or contract for the performance of such clean-up and assess the Contractor for all costs incurred.

3. The Contractor, providing Collection service on behalf of the Town, excepting as provided for in Section 5, is required to deliver all Commercial and Residential Solid Waste, Vegetative Waste and Recovered Materials collected pursuant to this Agreement to disposal facilities and/or Recovered Materials Processing Facilities, designated by the Town. Diversion of these materials to any facility not designated by the Town without the written consent of the Contract Administrator, whether within or outside Palm Beach County, is prohibited and will result in the following assessments:
  1. First offense, \$1,000.00 fine
  2. Second offense, \$2,500.00 fine
  3. Third offense, loss of Agreement
4. Failure to complete, defined as failing to provide scheduled service to a minimum of 95% of the households, a route or community on the regular scheduled pick-up day shall result in the assessment of liquidated damages in the amount of \$1,000.00 for each route/community per day not completed to reimburse the Town for the value of services not rendered, costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Each missed route/community shall be completed by 10:00 a.m. of the next Business Day following regular scheduled collection day. Failure to collect missed route/communities by 10:00 a.m. the next Business Day as required will result in an additional \$1,000.00 assessment for each route/community not completed.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may manage for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges and liquidated damages pursuant to this Section on a monthly basis (*i.e.*, within 30 days of the incident giving rise to the assessment) and shall at the end of each month

during the term of this Agreement notify the Contractor in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) Business Days after receiving such monthly notice, request in writing an opportunity to be heard by the Town Commission and present its defense to such assessment. Notwithstanding the foregoing, any individual assessment of liquidated damages in an amount greater than or equal to \$10,000, or loss of Franchise, shall be imposed only upon the prior approval of the Town Commission.

The Town shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the Town Commission will be final. Any aggrieved party that wishes to appeal may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the rendition of such decision, for review by Writ of Certiorari, in accordance with the applicable Florida Appellate Rules.

**D. Filing of Requested Information and Documents:**

1. In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregate cost information pertaining to solid waste Collection and recycling Collection services that is requested by the Town. The results of all recycling activity conducted by the Contractor in the Service Area during each month, whether residential or commercial, shall be reported accurately to the Town, in a format and with such dates as specified by the Town, on or before the 10th day of the following month.
2. The Contractor shall file and keep current with the Town all documents and reports required by this Agreement. By September 1st of each year this Agreement is in effect, the Contractor shall ensure and certify to the Town, in a format acceptable to the Contract Administrator, that all required documents are current and on file with the Town.
3. The Contractor shall maintain a detailed list of collection vehicles and route schedules and maps for the term of this Agreement and each month shall file a written report of equipment and routes, or as requested by the Contract Administrator, in a format as provided by or acceptable to the Contract Administrator.
4. Annually, no later than the last Business Day of October, the Contractor shall provide the Town a list of all residential and commercial roll off compactors or permanent roll off containers within the Service Area. The list shall include at a minimum the customer's name, customer contact person, customer contact telephone number, service air address, compactor or container size, Town decal number, and level of service.

5. Failure to file any document or report within three (3) Business Days of the required filing date, except where granted an extension by the Contract Administrator, may result in the assessment of liquidated damages as authorized pursuant to this Section.

**19. NATURAL DISASTERS:**

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the collection of Solid Waste, Recovered Materials, and Vegetative Waste as soon after the natural disaster as possible. The collection and disposal of Solid Waste shall be the highest priority. The collection and disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate Agreement, the Town shall procure collection and disposal services for debris generated by a natural disaster. The Contractor agrees to provide full cooperation with the Town and the debris collection contractor in the aftermath of a natural disaster in an effort to return the Town to its pre-disaster state, and resume normal collection services.

**20. FORCE MAJEURE:**

Neither the Town nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure event, give written notice to the other party describing the Force Majeure preventing continued performance of the obligations of this Agreement

**21. PERMITS AND LICENSES:**

The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect throughout the Term of this Agreement. Any changes of the licenses or permits shall be reported to the Town within ten (10) Business Days of the change. Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which may in the future be required by the Town to engage in the business of Collection in Palm Beach County, shall constitute an event of default

## **22. INSURANCE:**

The Contractor shall, at its sole expense, agrees to maintain in full force and effect at all times during the term of the Agreement and any renewal thereof, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as the Town's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Town shall be endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall include The Town of Highland Beach, including all Officers, Employees, and Elected and Appointed Officials. The Additional Insured endorsement shall provide coverage on a primary basis.
- (b) Workers' Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with the laws of the State of Florida. The amount of Employers Liability Insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate.
- (c) Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. This coverage shall be provided on a primary basis.
- (d) In addition to the above limits, the Contractor shall provide an umbrella or excess liability policy of at least \$5,000,000. During the life of the Agreement, the Contractor shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the Agreement is signed. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with all of the insurance requirements. A 30-day written notice of cancellation, non-renewal or material modification of any stipulated insurance shall be mailed to the Clerk's Office by certified mail, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if the Certificate of Insurance indicates 30-day Notice for cancellation, non-renewal or modifications.
- (e) The Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waiver subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent.

- (f) The Contractor's liability insurance coverage shall extend to and include the Indemnification set forth in Section 24.
- (g) Should the Contractor fail to provide acceptable evidence of current insurance meeting the requirements of this section within seven (7) days after receiving a request from the Town for same, the Town shall have the right to consider this Agreement breached and shall the right to immediately terminate the Agreement.

### **23. INDEMNIFICATION:**

The Contractor shall at all times defend, indemnify, protect, save harmless, and exempt the Town, its officers, agents, servants, employees, representatives, contractors, and subcontractors, from and against any and all penalties other charges, claims, suits, demands, actions, causes of action, awards of damages whether compensatory or punitive, injuries, liabilities, losses, or expenses, including attorney's fees and costs, at law or in equity, which might be claimed now or in the future, including any payments required by worker's compensation laws or any amounts for infringement of patent, trademark or copyright, which may arise out of or be caused by the operation of the business, or the construction, erection, location, products, performance, operation, maintenance, repair, installation, replacement or removal of any site, building, equipment, vehicle, bin or container within the Contractor's solid waste collection or the collection, transportation, processing, sorting or disposal of solid waste, recyclable materials, yard trash, white goods, used tires, special waste, construction and demolition debris, or other waste materials, or the performance of operations under this Agreement, and which is caused by a negligent or intentional act or omission of the Contractor, its officers, agents, servants, employees, representatives, contractors, or subcontractors, and which is not caused by a negligent or intentional act or omission of the Town.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Contractor. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the Town to be sued, nor shall this Agreement be construed as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

### **24. ACCESS AND AUDITS:**

The Contractor shall maintain within Palm Beach County adequate records of the solid waste collection and/or recycling services for every year of the Agreement and for five (5) years following the end of the term of this Agreement. Upon request, the Town or its designee shall have the right to review all records maintained by the Contractor upon 48 hours' written notice. In the event that the Town exercises its right to review under this Section within the term of this Agreement or within the five (5) year period following the end of the term of this Agreement, Contractor must then continue to maintain all records until released

by the Town. If the Contractor fails to maintain records as required pursuant to this Section or infringes the Town's right to review said records at any time during the period beginning on the date of execution of this Agreement and ending on the date five (5) years after the end of the term of this Agreement, or in the event the Town has exercised its right to renew, the date beyond the date five (5) years after the end of the term of this Agreement that the records are released by the Town, the Town will suffer damage, the amount of which is difficult or impossible to ascertain. Therefore, as a consequence of the aforementioned failure, and in addition to the liquidated damages specifically provided for in this Agreement, the Contractor shall pay to the Town, as liquidated damages, the sum of \$100,000.

**25. POINT OF CONTACT:**

All dealings, contacts, notices, and payments between the Contractor and the Town shall be directed by the Contractor to the Contract Administrator or designee.

**26. NOTICE:**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

**As to THE TOWN:**

Town of Highland Beach  
c/o Town Manger  
3614 South Ocean Boulevard  
Highland Beach, FL 33487

Copy to:

Torcivia, Donlon, Goddeau & Rubin  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

**As to THE CONTRACTOR:**

Waste Management, Inc. of Florida  
c/o David Myhan, President  
1800 N. Military Trail, Suite 200  
Boca Raton, FL 33431

Copy to:

Lisa Silva, Senior Legal Counsel (same address)

Notices shall be effective when received at the address as specified above.

Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on -weekends or holidays will be deemed received on the next Business Day. The original of the notice must additionally be mailed as required herein.

## **27. DEFAULT OF CONTRACT:**

A. The Town may cancel this Agreement, except as otherwise provided below in this section, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:

1. Contractor shall take the benefit of any present or future insolvency statute; or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
2. By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
3. By or pursuant to or under Town of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
4. The Contractor has defaulted, by failing or refusing to perform or observe material terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the Town pursuant thereto or has wrongfully failed or refused to comply with the reasonable instructions of the Contract Administrator relative thereto, whether such default is considered minor or major, and said default is not cured within thirty (30) days of receipt of written notice by Town to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30)

days following receipt by Contractor of written demand from Town to do so. Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty [30] days, and [b] that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).

- B. However, notwithstanding anything contained herein to the contrary, failure of Contractor to provide collection service for a period of two (2) consecutive scheduled Business Days (except in Force Majeure circumstances), the Town may secure the Contractor's billing records (at the request of the Town, the Contractor shall immediately provide such records). On the third Business Day, in order to provide interim collection services, the Town may hire an alternate service provider until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) Business Days all liability of the Town under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the Town. The cost to provide interim collection service, including all of the Town's costs, shall be at the Contractor's expense, paid by the Town and deducted from Contractor's payment(s).
- C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material covenants and conditions required herein to be kept and performed by Contractor, in the opinion of Town and regardless of whether Contractor has corrected each individual condition of default, Contractor may be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively, shall constitute a condition of irredeemable default. The Town shall thereupon issue Contractor final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, Town may terminate this Agreement upon the giving of written Final Notice to Contractor, such cancellation to be effective upon the fifteenth consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Contractor shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Contractor shall proceed to cease any further performance under this Agreement.

- D. In the event of any of the aforesaid events specified in paragraphs A, B, and



C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in Town's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the Town under this Agreement to the Contractor shall cease, and the Town shall have the right to call the performance bond and shall be free to negotiate with other Contractors for the operation of the herein specified services. The Contractor for failure to perform shall reimburse the Town all direct and indirect costs of providing interim collection service.

**28. PUBLIC WELFARE:**

The Town shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Materials as shall from time to time be necessary and desirable for the public welfare; provided, however, that any such rule or regulation shall be delivered to and receipted for by the Contractor, or if the Contractor is a corporation, by an officer thereof, The Town shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of Solid Waste and Recovered Materials set out herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonably and appropriately compensated as determined by negotiation and Agreement between the Town and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement under this Section.

**29. RIGHT TO REQUIRE PERFORMANCE:**

The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce the same. Nor shall waiver by the Town of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

**30. TITLE TO WASTE:**

The Town shall, at all times, hold title and ownership to all Commercial Solid Waste, Recovered Materials and Vegetative Waste and Residential Solid Waste, Vegetative Waste, and Recovered Materials and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator.

**31. GOVERNING LAW AND VENUE:**

Any and all legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

**32. COMPLIANCE WITH LAWS:**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations and rules.

**33. SEVERABILITY:**

The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

**34. ASSIGNMENT:**

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Town, which shall not be unreasonably withheld. The Town shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Town shall be null and void and shall be grounds for the Town to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Town under this Agreement to the Contractor shall cease and Town shall have the right to call the performance bond and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all the liabilities of the Contractor.

**35. MODIFICATION:**

This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such

modification shall be in the form of an Amendment executed by both parties.

**36. INDEPENDENCE OF AGREEMENT:**

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the Town for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**37. ANNEXATIONS AND INCORPORATIONS:**

Adjustments to Town boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Section 171.062, Florida Statutes, as amended, or its successor. Adjustments to Town boundaries and the rights of the parties to this Agreement due to incorporation will be as provided by Section 165.061, Florida Statutes, as amended, or its successor.

**38. CHANGE OF LAW:**

The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

**39. OTHER RATE ADJUSTMENTS:**

The Town will strictly enforce all of the provisions of the Franchise Agreement including liquidated damages clauses for any performance quality problems. The Contractor shall not be allowed rate increases on the basis that the Contractor bid too low or agreed to do the work for a lower bidder's price. Non-performance of Franchise Agreement or a request for a rate increase, either of which are attributed to the Contractor accepting the Franchise Agreement award at an insufficiently low rate, may, at the Town's sole discretion, result in cancellation of the Solid Waste and Recycling Collection Franchise Agreement entered into with the Contractor.

**40. PUBLIC ENTITY CRIMES:**

No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.

**41. SUBSTANTIAL COMPLIANCE:**

The Contractor shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines as set forth herein. Any dispute as to the standards of substantial compliance shall be determined by the Contract Administrator or his designee.

**42. PERFORMANCE BOND:**

Within thirty (30) days of execution of this Agreement, Contractor shall furnish a performance bond in the amount of \$100,000.00 as security for performance under this Agreement. The performance bond shall be in a form reasonably acceptable to the Town and shall remain in force for the duration of this Agreement and any extensions thereof. The Contractor shall be solely responsible for the payment of the premium of the performance bond, which shall be written by a surety company licensed to do business in the State of Florida with an A.M. Best Financial Rating of A Class VI or higher for the most current calendar year available.

**43. OFFICE OF THE INSPECTOR GENERAL:**

Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049, which is authorized and empowered to review past, present and proposed Town contracts, transactions, accounts and records. All parties doing business with the Town and receiving Town funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of Ordinance 2009-049.

**44. SCRUTINIZED COMPANIES:**

As provided in Section 287.135, Florida Statutes, by entering into this Agreement with the Town, or performing any work in furtherance hereof, Contractor hereby

certifies that Contractor and Contractor's affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If the Town determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

**45. PUBLIC RECORDS:**

The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the Contractor shall:

- A. Keep and maintain all public records required by the Town to perform the service.
- B. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
- D. Upon completion of the Agreement, and upon request of the Town, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the services. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE**

CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK  
LANELDA GASKINS AT (561) 561) 278-4548 OR  
[LGASKINS@HIGHLANDBEACH.US](mailto:LGASKINS@HIGHLANDBEACH.US), 3614 SOUTH OCEAN  
BOULEVARD, HIGHLAND BEACH, FL 33487,

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the  
day and year first above written.

TOWN OF HIGHLAND BEACH

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Town Attorney

WASTE MANAGEMENT INC. OF  
FLORIDA

Witnessed by:

By:

David M. Myhan  
David M. Myhan, President

Alexis Alsina  
Print Name: Alexis Alsina

Angelina Solis  
Print Name: Angelina Solis

(CORPORATE SEAL)

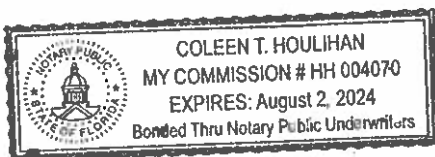
STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11 day of May,  
2023 by DAVID M. MYHAN, President of WASTE MANAGEMENT INC. OF  
FLORIDA, a Florida corporation, on behalf of the corporation. He is personally known  
to me or has produced \_\_\_\_\_ (type of identification) as identification.

Coleen T. Houlihan  
Notary Public, State of Florida

(SEAL)

My Commission: \_\_\_\_\_







## **Proposal for Solid Waste and Recycling Collection Services RFP No.: 23-001**

Submitted by Waste Management Inc. of Florida  
March 13, 2023 by 2:00 P.M.

***WM: Committed to Innovation,  
Service Excellence, and Value  
for Highland Beach***



**ORIGINAL**



## INTRODUCTION

Title Page

Letter of Interest

Table of Contents



Highland Beach, March 2023

Photo by Shiraz Kashar, WMIF Community  
Outreach and Education.



# **TOWN OF HIGHLAND BEACH**

## **Solid Waste and Recycling Collection Services**

**RFP No.: 23-001**

**by 2:00 P.M. on March 13, 2023**

SUBMITTED BY

**Waste Management Inc. of Florida**

**Experience that Counts**

FEDERAL I.D. 59-1094518

Barbara Herrera,  
Government Affairs Manager  
(954) 856-7192  
bherrera@wm.com





**Waste Management Inc. of Florida**  
651 Industrial Way  
Boynton Beach, FL 33426

March 13, 2023

Town of Highland Beach  
3614 South Ocean Blvd.  
Highland Beach, FL 33487

Attn: Eric Marmer, Assistant Town Manager

Dear Mr. Marmer:

Waste Management Inc. of Florida (WMIF/WM), as a wholly owned subsidiary of Waste Management, Inc. (WM), is pleased to provide the enclosed proposal response package, outlining our ability and commitment to providing service excellence to the Town of Highland Beach, as described in the Town's RFP No. 23-001, "Solid Waste and Recycling Collection Services."

WM wants to first thank you for your business and our long-standing partnership. We have extensive experience in Highland Beach and know the Town's streets, neighborhoods, and unique service requirements. Our operation as a municipal solid waste, recyclables, and yard waste services provider has evolved into one of the most comprehensive and responsive service packages in Palm Beach County.

WM, headquartered in Houston, TX, is North America's sustainability and environmental solutions leader. WMIF, headquartered in Boca Raton, is the local subsidiary that provides service across the Sunshine State, operating 84 facilities in Florida with nearly 5,000 employees. WMIF operates 32 hauling facilities, 18 landfills, 24 transfer stations, three Material Recovery Facilities, six C & D recycling centers, and one organics recycling facility. All of these facilities and their personnel stand ready to support the Senior District Manager Fred Harmon and the WM of Palm Beach Team's efforts to provide world-class service, industry-leading safety, and a high-quality customer service experience to Highland Beach and its residents and businesses.

Our WM of Palm Beach Hauling District is woven into the fabric of Palm Beach County, employing over 199 area residents who live, work, and contribute to the local economy. Our experienced professionals operate state-of-the-art equipment and facilities in support of contracts that service more than 151,000 residents and 11,000 commercial customers in the immediate area.

Please accept this as WM's formal statement of interest warranting that the requirements of this project as described in the RFP documents, its enclosures, and all addenda, have been reviewed and WM has conducted all necessary due diligence to confirm material facts upon which our response is based. We are prepared and willing to continue performing the services described and enter into an agreement with the Town of Highland Beach upon contract award.

Thank you for considering our proposal. We are committed to continuing our partnership with the Town of Highland Beach. Should you have any questions, please feel free to contact me at (954) 984-2035 or by email at [dmyhan@wm.com](mailto:dmyhan@wm.com).

Sincerely,

David M. Myhan, President  
Waste Management Inc. of Florida

# TABLE OF CONTENTS

<b>1. LETTER OF INTEREST .....</b>	<b>1</b>
<b>2. SUMMARY OF QUALIFICATIONS .....</b>	<b>1</b>
WM is Highland Beach's Local Company with National Resources .....	1
South Florida Municipal Partners .....	3
Our Company History: Leading the Path to a More Sustainable Future .....	5
WM: Who We Are and What We Do .....	7
The WM Highland Beach Team .....	8
<b>3. APPROACH AND METHODOLOGY .....</b>	<b>16</b>
Established Routes .....	17
Highland Beach Route Maps .....	20
VALUE ADDED ELEMENTS .....	23
A Customer Service Experience For Tomorrow .....	23
Service Delivery Optimization: A Cornerstone of Our Operations .....	31
Preventive Maintenance to Keep Vehicles and Equipment Safe .....	34
Waste Watch® .....	38
Equipment .....	40
Carts .....	45
<b>4. ABILITY TO PROVIDE DOORSIDE COLLECTION .....</b>	<b>48</b>
<b>5. TRANSITION PLAN .....</b>	<b>50</b>
Our Commitment to Highland Beach – A Risk-Free Implementation .....	50
Execution of Highland Beach's Operational / Transition Plan .....	54
Sample Transition Timeline of Implementation Tasks .....	55
<b>6. TOTAL OF FEES OVER FIVE-YEAR PERIOD .....</b>	<b>58</b>
<b>7. REFERENCES .....</b>	<b>65</b>
South Florida Municipal Partners .....	67
<b>SUBMITTAL FORMS .....</b>	<b>71</b>
Proposer's Acknowledgement .....	71
Confirmation of a Drug-Free Workplace .....	72
Acknowledgement of PBC Inspector General .....	73
Scrutinized Companies Certification Form .....	74
Public Entity Crimes Sworn Statement .....	75
Acknowledgment of Addenda .....	77
Schedule of Sub-Consultants (if applicable) .....	82
Statement of No RFP (if applicable) .....	83
References .....	84
Proposal Form .....	86
SWA License WM of Palm Beach .....	87
WM's Florida Certificate of Good Standing .....	88
WM Palm Beach County Business Tax Receipt .....	89
Insurance Requirements .....	89
<b>CONCLUSION .....</b>	<b>92</b>





## 2. SUMMARY OF QUALIFICATIONS

WM is Highland Beach's Local Company  
with National Resources

South Florida Municipal Partners

Our Company History: Leading the Path to a More  
Sustainable Future

WM: Who We Are and What We Do

The WM Highland Beach Team



Highland Beach, March 2023

Photo by Shiraz Kashar, WMIF Community  
Outreach and Education





## 2. SUMMARY OF QUALIFICATIONS

### A Company, People, and Resources You Can Count On

Since 1893 when Waste Management founder Harm Huizenga began removing trash in Chicago, WM has been working for a better tomorrow. But what started as 'Waste Management,' has evolved to become WM - the world's leading provider - and innovator - of sustainability services, and the work that started over a hundred years ago continues every day, getting better, smarter, and more innovative.

**We're WM. Always Working For A Sustainable Tomorrow.**

*Provide evidence of a minimum of eight (8) years of experience providing solid waste collection services in Florida;*

### WM is Highland Beach's Local Company with National Resources

South Florida is where it all began for WM. It was in South Florida that Wayne Huizenga started a garbage hauling business, as his grandfather had done in Chicago in 1894. In 1962, Huizenga started the Southern Sanitation Service, which ultimately grew into Waste Management, Inc., today North America's leader in sustainability and environmental solutions, with over 48,300 employees serving more than 20 million municipal, residential, commercial, and industrial customers. WM currently services over 5,000 exclusive municipal contracts, making us the clear leader with a full range of experience in providing our municipalities with the individual service that best meets each area's unique needs. When it comes to service, WM truly is a local company with global resources.

Incorporated in Florida on March 30, 1964, Waste Management Inc. of Florida (WM/WMIF), headquartered at 1800 N. Military Trail, Boca Raton, FL, is the local subsidiary of Waste Management, Inc., that provides service across the Sunshine State. We operate 32 hauling facilities, 18 active landfills, 24 transfer stations, three Material Recovery Facilities, and six C & D recycling centers. Our nearly 5,000 employees provide collection, recycling, transfer, and disposal service to municipal, commercial, industrial, and residential customers, including over 180 exclusive municipal solid waste and recycling franchise agreements in Florida alone.

#### Waste Management Inc. of Florida

Waste Management Inc. of Florida, a wholly-owned subsidiary of Waste Management, Inc., was organized and incorporated in Florida in 1964. Our team services Highland Beach from our WM of Palm Beach Hauling District, which is located at 651 Industrial Way, Boynton Beach, FL 33426.



Provide evidence of having exclusive residential collection service including solid waste, yard waste, bulk waste, white goods, electronic waste and tires, to at least two (2) local government jurisdictions in Florida within the past eight (8) years;

Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
MSW: Municipal Solid Waste, RCY: Recycling, RCY PROC: Recycling Processing, YW: Yard Waste, BLK: Bulk Pickup, COMM: Commercial, RO: Roll-off, C&D: Construction & Demolition Debris, EF: Exclusive Franchise, NEF: Non-Exclusive Franchise, DISP: Disposal Operations, TS Transfer Station Operations					
 <b>Town of Gulf Stream</b> 100 Sea Road, Gulf Stream, FL 33483 Greg Dunham, Town Manager (561) 276-5116   <a href="mailto:gdunham@gulf-stream.org">gdunham@gulf-stream.org</a>	<b>MANUAL DOORSIDE</b> MSW, REC, YW, BLK, COMM, RO	1993 to present	387	~\$250K	EF
 <b>Town of Hypoluxo</b> 7580 S. Federal Highway, Hypoluxo, FL. 33462, Michael Brown, Mayor (561) 582-4155   <a href="mailto:mcbrown@hypoluxo.org">mcbrown@hypoluxo.org</a>	<b>MANUAL CURBSIDE</b> MSW, REC, YW, BLK, COMM, RO	2002 - present	294	~\$420K	EF
 <b>Town of Southwest Ranches</b> 13400 Griffin Rd., SW Ranches, FL 33330 Andy Berns, Town Administrator (954) 343-7469   <a href="mailto:aberns@southwestranches.org">aberns@southwestranches.org</a>	<b>TRANSITION TO ASL</b> MSW, REC, YW, BLK, COMM, RO & Disposal	2007 – to present	2,600	~\$3.6M	EF
 <b>City of Delray Beach</b> 100 NW 1st Ave., Delray Beach, FL 33444 Danise Cleckley, Assistant Neighborhood & Community Services Director (561) 243-7000   <a href="mailto:Cleckley@mydelraybeach.com">Cleckley@mydelraybeach.com</a>	MSW, REC, YW, BLK, COMM, RO	2001 - present	15,000	~\$11M	EF
 <b>Palm Beach County Solid Waste Authority – Zone 2</b> 7501 N. Jog Rd., WPB, FL 33412 Dan Pellowitz, Executive Director (561) 640-4000   <a href="mailto:dpellowitz@swa.org">dpellowitz@swa.org</a>	MSW, REC, YW, BLK, COMM, RO	2019 – to present	33,000	~\$11M	EF
 <b>Palm Beach County Solid Waste Authority – Zone 5</b> 7501 N. Jog Rd., WPB, FL 33412 Dan Pellowitz, Executive Director (561) 640-4000   <a href="mailto:dpellowitz@swa.org">dpellowitz@swa.org</a>	MSW, REC, YW, BLK, COMM, RO	2019 – to present	1,200	~\$1.3M	EF
 <b>Martin County</b> 2401 SE Monterey Rd., Stuart, FL 34996 Don Donaldson - Deputy County Administrator (772) 288-5400   <a href="mailto:Ddonalds@martin.fl.us">Ddonalds@martin.fl.us</a>	MSW, REC, YW COMM, RO	2007 - 2029	48,000	~\$23M	EF

*Provide evidence of having exclusive commercial collection service to at least two (2) local government jurisdictions in Florida within the past eight (8) years;*

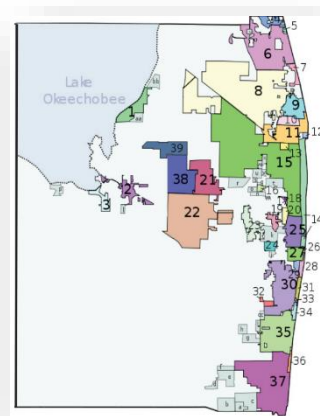
Please refer to the reference list in the previous page. Each of those exclusive franchises include commercial services as well. A comprehensive list of WM's South Florida customers follows in this section.

*Provide evidence of currently providing exclusive residential collection service to a minimum of one (1) local government jurisdiction in Florida*

WM services more municipalities in Palm Beach County than any other hauler, and there's a reason for that. WM is unmatched in safety and service excellence. We encourage you to contact our municipal partners to learn more about why more municipalities place their trust in WM than any other.

Additionally, we have included, for your reference, an at-a-glance chart outlining our customers that are your Palm Beach County neighbors.

WM in Palm Beach County		
3. City of South Bay	4. Village of Tequesta	5. Town of Jupiter Inlet Colony
6. Town of Jupiter	7. Town of Juno Beach	8. City of Palm Beach Gardens
10. Town of Lake Park	12. City of Palm Beach Shores	13. Town of Mangonia Park
14. Palm Beach County (SWA Area 2 and 5)	17. Town of Glen Ridge	18. Town of Cloud Lake
20. Town of Lake Clarke Shores	23. City of Greenacres	29. Town of Hypoluxo
32. Village of Golf	35. City of Delray Beach	36. Town of Highland Beach
37. City of Boca Raton	39. City of Westlake	



## South Florida Municipal Partners

WM is pleased present additional municipal references from throughout South Florida. We encourage you to contact any of our partners to learn more about the service excellence and ease of transition with WM. This chart is provided simply for your reference regarding the breadth of service that WM provides in our local area.

Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
MSW: Municipal Solid Waste, RCY: Recycling, RCY PROC: Recycling Processing, YW: Yard Waste, BLK: Bulk Pickup, COMM: Commercial, RO: Roll-off, C&D: Construction & Demolition Debris, EF: Exclusive Franchise, NEF: Non-Exclusive Franchise, DISP: Disposal Operations, TS Transfer Station Operations					
 <b>Collier County</b> 3339 Tamiami Trail E, Naples, FL 34112 Kari Ann Hodgson, Solid & Hazardous Waste Director (239) 252-2504   <a href="mailto:Kari.Hodgson@colliercountyfl.gov">Kari.Hodgson@colliercountyfl.gov</a>	MSW, REC, YW, BLK, COMM	2005 - to present	130,000	~\$40M	EF

Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
MSW: Municipal Solid Waste, RCY: Recycling, RCY PROC: Recycling Processing, YW: Yard Waste, BLK: Bulk Pickup, COMM: Commercial, RO: Roll-off, C&D: Construction & Demolition Debris, EF: Exclusive Franchise, NEF: Non-Exclusive Franchise, DISP: Disposal Operations, TS Transfer Station Operations					
 <b>Hillsborough County</b> 332 N. Falkenburg Rd., Tampa, FL 33619 Kim Byer, S.W. Director (813) 612-7718   <a href="mailto:byerk@hillsborough.org">byerk@hillsborough.org</a>	MSW, REC, YW COMM, RO	1980 - to present	96,000	~\$60M	EF
 <b>City of Melbourne</b> 900 E. Strawbridge Ave., Melbourne, FL 32901 Ralph Reigelsperger, Public Works Director (321) 608-5080   <a href="mailto:ralph.reigelsperger@mlbfl.org">ralph.reigelsperger@mlbfl.org</a>	MSW, REC, YW, BLK, COMM	1996 - to present	27,751	~\$10M	EF
 <b>City of Boca Raton</b> 201 West Palmetto Park Rd., Boca Raton, FL 33432 Richard Scherle, Municipal Services Operations Mgr (561) 416-3384   <a href="mailto:rscherle@myboca.us">rscherle@myboca.us</a>	C&D, COMM	2015 - to present	N/A	~\$4M	NEF
 <b>City of Greenacres</b> 5800 Melaleuca Lane, Greenacres FL 33463 Carlos Ceden, Public Works Dept., 561-642-2071   <a href="mailto:grouppw@greenacresfl.gov">grouppw@greenacresfl.gov</a>	MSW, REC, YW, BLK, COMM, RO	2019 - to present	8,700	~\$ 2.4M	EF
 <b>City of Palm Beach Gardens</b> 10500 Military Trail Palm Beach Gardens, FI 33410 Jennifer Nelli, Operations Manager (561) 799-4100   <a href="mailto:jnelli@pbgfl.com">jnelli@pbgfl.com</a>	MSW, REC, YW, BLK, COMM, RO	2018-- to present	20,000	~\$7.2M	EF
 <b>Town of Jupiter</b> 210 Military Trail Jupiter, FI 33458 Thomas Driscoll - Dir of Engineering and Solid Waste (561) 746-5134 <a href="mailto:Thomasd@jupiter.fl.us">Thomasd@jupiter.fl.us</a>	MSW, REC	1997 - to present	27,000	~\$12M	EF
 <b>City of Coral Gables</b> 2800 SW 72 Ave, Miami, FL 33155 Alberto Zamora, Asst Public Works Dir. (305) 460-5000   <a href="mailto:azamora@coralgables.com">azamora@coralgables.com</a>	MSW, REC, COMM, RO	1981 - to present	1,708	~ \$8.6M	EF
 <b>City of Florida City</b> 404 W Palm Dr., Florida City, FL 33034 Otis Wallace, Mayor 305-247-8221   <a href="mailto:cityclerk@floridacityfl.gov">cityclerk@floridacityfl.gov</a>	MSW, REC, COMM, RO	1991 - to present	2,600	~ \$2.5M	EF
 <b>City of Hialeah Gardens</b> 10001 NW 87 Ave., Hialeah Gardens, FL 33016 Arturo Ruiz, Director of Administration (305) 558-4114   <a href="mailto:aruiz@cityofhialeahgardens.com">aruiz@cityofhialeahgardens.com</a>	MSW, REC	1998 - to present	4,160	~ \$3.2 M	EF



Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
MSW: Municipal Solid Waste, RCY: Recycling, RCY PROC: Recycling Processing, YW: Yard Waste, BLK: Bulk Pickup, COMM: Commercial, RO: Roll-off, C&D: Construction & Demolition Debris, EF: Exclusive Franchise, NEF: Non-Exclusive Franchise, DISP: Disposal Operations, TS Transfer Station Operations					
 <b>City of Lauderdale Lakes</b> 4300 NW 36 S, Lauderdale Lakes, FL 33319 Ronald Desbrunes, Public Works Director (954) 535-2700   <a href="mailto:ronaldd@lauderdalelakes.org">ronaldd@lauderdalelakes.org</a>	MSW, REC, RCY PROC, BLK, COMM, RO, C&D	1992 - to present	4,791	~\$5M	EF
 <b>City of Parkland</b> 6600 University Drive, Parkland FL 33067 Sabrina Baglieri, Public Works Director (954) 757-4108   <a href="mailto:sbaglieri@cityofparkland.org">sbaglieri@cityofparkland.org</a>	MSW, REC, RCY PROC, BLK, COMM, RO, DISP	2008 - to present	11,000	~\$4M	EF
 <b>City of North Lauderdale</b> 701 S.W. 71st Ave., North Lauderdale, FL 33068 Sam May, Public Works Director (954-724-7070)   <a href="mailto:smay@nlauderdale.org">smay@nlauderdale.org</a>	MSW, REC, BLK COMM, RO, C&D	2021 – to present	8,350	~\$7M	EF
 <b>City of Lauderdale</b> 5581 W. Oakland Park Blvd., Lauderdale, FL 33313 Desorae Giles-Smith, City Manager (954) 730-3002   <a href="mailto:dgiles@lauderdale-fl.gov">dgiles@lauderdale-fl.gov</a>	MSW, REC, BLK, COMM, RO	2016 - to present	12,802	~\$7.2M	EF
 <b>City of Cooper City</b> 9090 SW 50th Place, Cooper City, FL 33328 Joseph Napoli, City Manager (954) 434-4300   <a href="mailto:JNapoli@coopercityfl.org">JNapoli@coopercityfl.org</a>	MSW, REC, BLK, COMM	2006 - to present	10,383	~ \$6 M	EF
 <b>City of Lighthouse Point</b> 2200 NE 38th St., Lighthouse Point, FL 33064 John Lavisky, City Administrator (954) 784-3434   <a href="mailto:jlavisky@lighthousepoint.com">jlavisky@lighthousepoint.com</a>	MSW, REC, BLK, COMM	2013 - to present	3,757	~ \$2.8M	EF
 <b>City of Wilton Manors</b> 2100 N. Dixie Hwy., Wilton Manors, FL 33305 David Archaki, Emergency Mgmt/Utilities Director (954) 390-2190   <a href="mailto:darchacki@wiltonmanors.com">darchacki@wiltonmanors.com</a>	MSW, REC, BLK, COMM	2003 - to present	3,853	~\$2.6M	EF

Provide a brief discussion of the Proposer's business history and current purpose/function in the marketplace; Indicate specifically the members of the firm who will have primary responsibility for the Town's contract and provide a brief resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

## Our Company History: Leading the Path to a More Sustainable Future

WM is the world's leading provider of sustainability services. For more than 50 years, we have been working for a better tomorrow with sustainability and environmental stewardship embedded in all we do.

We have partnered with countless customers to implement innovative programs and services that have shaped the solid waste and recycling industry in North America. Key highlights of our history include:



### BORN OUT OF A DESIRE TO SERVE COMMUNITY

**1968:** The original Waste Management, Inc. begins operations, bringing together numerous solid waste companies, including some founded in the early 1890s.



### A PIONEER FOR THE ENVIRONMENT

**1980s:** WM pioneers recycling programs in communities throughout North America. Curbside recycling services begin in many neighborhoods and WM begins to build robust collection, materials recovery, and materials marketing infrastructures to ensure that more of our waste finds second life.

### BREAKTHROUGH TECHNOLOGY

**1990s:** WM refines recycling processing facilities by introducing single-stream recycling that allows for the customer convenience of “all-in-one” cart-based recycling collection.

### REDUCING OUR CARBON FOOTPRINT

**2007:** WM begins transitioning to collection vehicles that run on cleaner fuels, setting a goal to reduce fleet emissions by 15% by 2020. The goal is achieved in just four years and by 2018 we reduced fleet emissions 30% with the largest heavy-duty natural gas truck fleet in North America.



### CLOSING THE LOOP

**2009:** Our first renewable energy facility opens at our Altamont, CA Landfill, giving WM technology to produce renewable natural gas (RNG) that can be used as transportation fuel from biogas, a gaseous product from the decomposition of organic matter at our landfills. Today, WM has 16 RNG production facilities and more than half of our natural gas fleet runs on RNG fuel.

### THE CROWN JEWEL OF SUSTAINABLE SPORT

**2010:** WM begins sponsorship of the Phoenix Open golf tournament. The WM Phoenix Open (WMPO) soon evolves into the premier showcase for environmental best practices and innovation in sustainable sport. The WMPO annually achieves Zero Waste status beginning in 2012 and has earned the nickname “The Greenest Show on Grass.”



## EDUCATING TO RECYCLE RIGHT

**2013:** The industry's first comprehensive, turn-key recycling education campaign is launched. Recycle Right promotes recycling by simplifying guidelines and providing resources for recycling today, from the latest technologies to tools that inspire others to recycle. With Recycle Right, everyone is empowered to become a recycling ambassador.



## THE WORLD OF RECYCLING CHANGES

**2017:** China, which had been the world's largest market for mixed paper and plastics, sets aggressive environmental goals that culminate with a plan to eliminate imports of all post-consumer recyclables by 2021. In response, WM works to rebalance commodity values by developing markets here in North America.

## AIMING HIGHER

**2018:** WM sets an ambitious new goal to offset four times the greenhouse gas emissions we generate through our operations by 2038. The ambition is supported by two additional goals: reducing fleet emissions by 40% through renewable fuel use in our growing fleet of natural gas vehicles and collecting two million more tons of recycled materials by 2038.

## EXPORTING RESPONSIBLY

**2019:** Responding to the issue of plastic waste in the environment, including marine debris, WM declares that no plastics collected on our residential routes will be sent outside North America, where countries may not be well-equipped to properly handle the materials. Sending plastic to such markets increases the likelihood of more plastics entering rivers, waterways, and oceans.

## INVESTING IN THE FUTURE OF RECYCLING

**2020:** WM opens the "Material Recovery Facility of the Future" - a next generation recycling facility with cutting edge recyclables processing technologies, including optical sorters, advanced screening, and robotics. The new MRF design maximizes outbound quality of recyclable materials while minimizing operating expenses - helping to create more sustainable recycling programs - and serves as the framework for future MRF investments over the next five years.



## MORE THAN A WASTE MANAGEMENT COMPANY

**2022:** Because our business offerings go beyond just managing waste, "Waste Management" re-brands to become "WM." Today, as WM, we are changing waste collection, creating alternative fuels, and forging a more sustainable tomorrow.

## TODAY, AND BEYOND

While this is our story, it is not the end. WM is writing new chapters every day in pursuit of solutions to global issues, while always providing the most consistent service in the industry.

## WM: Who We Are and What We Do

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our

customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of 48,300 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

### WM At-a-Glance (data represents the most recently published information)

People	Operations				
<b>48,300</b> team members	<b>255</b> solid waste landfills	<b>5</b> hazardous waste landfills	<b>507</b> hauling facilities	<b>340</b> transfer facilities	<b>\$31.4B</b> asset base
Recycling Facilities	Energy			Environmental	
<b>49</b> single stream recycling facilities	<b>10,832</b> alternative fuel vehicles			<b>73</b> certified wildlife habitat programs	
<b>27</b> commercial facilities	<b>177</b> natural gas fueling stations			<b>70</b> pollinator programs	
<b>11</b> other facilities	<b>102</b> landfill gas-to-electricity facilities			<b>177</b> active habitat, species, and education certified projects	
<b>9</b> construction and demolition recycling facilities	<b>26</b> landfill gas-to-industrial customers as substitute for fossil fuels			<b>13,721</b> acres actively managed for wildlife preservation	
<b>26</b> composting facilities	<b>16</b> Renewable Natural Gas facilities				
<b>4</b> WM CORE® organics processing facilities					

## The WM Highland Beach Team

Following is your WM Town of Highland Beach Executive Team. Included here is Barbara Herrera who will serve as Highland Beach's primary point of contact, and who has taken the lead for the planning and administration of this project.

## WM's Highland Beach Executive Management Team

### David Myhan, President, Waste Management Inc. of Florida



1800 N. Military Trail, Boca Raton, FL 33431, (601) 861-0003 | [dmyhan@wm.com](mailto:dmyhan@wm.com)

David's 28-year WM career has earned him the position of President of Waste Management Inc. of Florida (WMIF), Mr. Myhan oversees the operations of WM's Florida Area and its over 5,000 team members.

Mr. Myhan has strategic, financial, and operation responsibilities for the overall businesses for WMIF franchised and open market sectors. He has held various positions in sales and general management in FL, LA, AL, MS, TX, AR, and OK after graduating from the University of North Alabama.

### Jim Lambros, Vice President, Waste Management Inc. of Florida



1800 N. Military Trail, Suite 201, Boca Raton, FL 33431, (954) 984-2007 | [jlambros@wm.com](mailto:jlambros@wm.com)

At this point in Jim's 35 years with WM, he is the Vice President of WMIF, with strategic, financial, and operational responsibilities for the overall businesses for WMIF franchised and open market sectors. He has held various financial and operational positions in FL, PA, NJ, NY, DE, MD, VA, WVA, and OH, and graduated from the University of Akron.

### Jack Conner, Director of Collections Operations



1800 N Military Trail, Suite 201, Boca Raton, FL 33431, (954) 557-2325 | [jconner@wm.com](mailto:jconner@wm.com)

Jack has been with WM for 18 years and now focuses on providing exceptional service to our South Florida customers. For the past six years he has concentrated on Palm Beach, Broward, Dade and Monroe counties, and has been actively involved in providing service to Highland Beach, Delray Beach, Palm Beach County Solid Waste Authority, Wellington, Riviera Beach, Palm Beach Gardens, Juno Beach and multiple other Palm Beach County municipalities. Jack's 36 combined years of progressive leadership experience have given him invaluable audit compliance, project management, regulatory compliance, and labor relations experience. Jack graduated from Centenary College of Louisiana.

### Dawn McCormick, Director of Communications



1800 N. Military Trail, Suite 201, Boca Raton, FL 33431, (954) 984-2041 | [dmccormick@wm.com](mailto:dmccormick@wm.com)

Dawn is an experienced broadcast journalist and communications professional with more than 30 years of experience in media relations, issues management, crisis communications and pro-active stakeholder communications. She was an award-winning broadcast journalist with NBC and ABC affiliated TV stations. Dawn graduated with a degree in Journalism from Northwestern University.



### **Rick Kania, Area Director Revenue Management**



1800 N Military Trail, Suite 201, Boca Raton, FL 33431, (813) 505-1814 | [rkania@wm.com](mailto:rkania@wm.com)

Rick has been with WM for 33 years, serving in various leadership positions throughout Florida and the rest of United States. Rick's experience with WM includes Operations Management (collections, post-collection), Sales, WM Healthcare Solutions, Pricing, and overall Revenue Management.

Rick joined WM upon graduating from Bowling Green State University.

### **Paul Schneider, Sales Director**



1800 N Military Trail, Suite 201, Boca Raton, FL 33431, Phone: (813) 927-1519 | [pschneid@wm.com](mailto:pschneid@wm.com)

Paul has been a valued member of the WM team for the past 33 years, holding various roles prior to advancing to his current Sales Leadership of 23 years. As the Director of Sales, Paul oversees a team of 71 dedicated team members throughout the Florida Area with a commitment to providing an outstanding customer experience.

Paul is a leader in focusing on a creative and innovative approach to build relationships and support customer satisfaction in the Florida Area. He graduated from Broward Community College.

### **Lisa McNeight, Public Affairs Director**



3411 North 40th Street, Tampa, FL 33605, (716) 913-9146 | [lmcneigh@wm.com](mailto:lmcneigh@wm.com)

Lisa is a 27-year veteran of WM, holding progressive roles in Sales, Pricing and Public Sector over that time. She began her career with WM in 1995 as an Inside Special Waste Sales representative in Western New York. Over the next 10 years, she increased the scope of her roles and diversified her functional experience, ultimately reaching Area Public Sector Manager, Upstate New York, Western Pennsylvania and

West Virginia in 2011, and holding that position until 2015, when she relocated to the Florida Area. Over the past six years, Lisa has held the role of Public Sector Manager for North Florida. With her level of strategic planning, organization, consistency and partnership in North Florida, Lisa recently expanded her leadership role to Director, extending her managerial role across the entire Florida Area. She graduated from State University of New York.

### **Luigi Pace, Area Manager, Area Manager Public Sector Solutions**



2380 College Ave., Davie, FL 33317, (305) 970-0127 | Email: [lpace@wm.com](mailto:lpace@wm.com)

In his position as Area Manager, Public Sector Solutions, Luigi oversees the Public Sector Representatives that cover 16 Florida Counties. With 19 years with WM and 32 years total industry experience, he works closely with municipalities and Public Sector Solutions (PSS) representatives to ensure compliance with municipal contracts. As a prior PSS rep, Luigi knows municipal contracts and has worked seamlessly with our

local district management team to elevate customer satisfaction.

Luigi's prior positions included Sr. District Manager Broward County, South Florida Market Area Safety Manager, WM of Palm Beach Sr. District Manager, and Operations Manager. Each of these positions gives Luigi his unique skill set and ability to represent his customers' perspectives to the WM network. An invaluable communication tool is Luigi's fluency in Spanish and Italian.

## Barbara Herrera, Government Affairs Manager and the Town's Project Manager



2380 College Ave., Davie, FL 33317, (954) 856-7192 | [bherrera@wm.com](mailto:bherrera@wm.com)

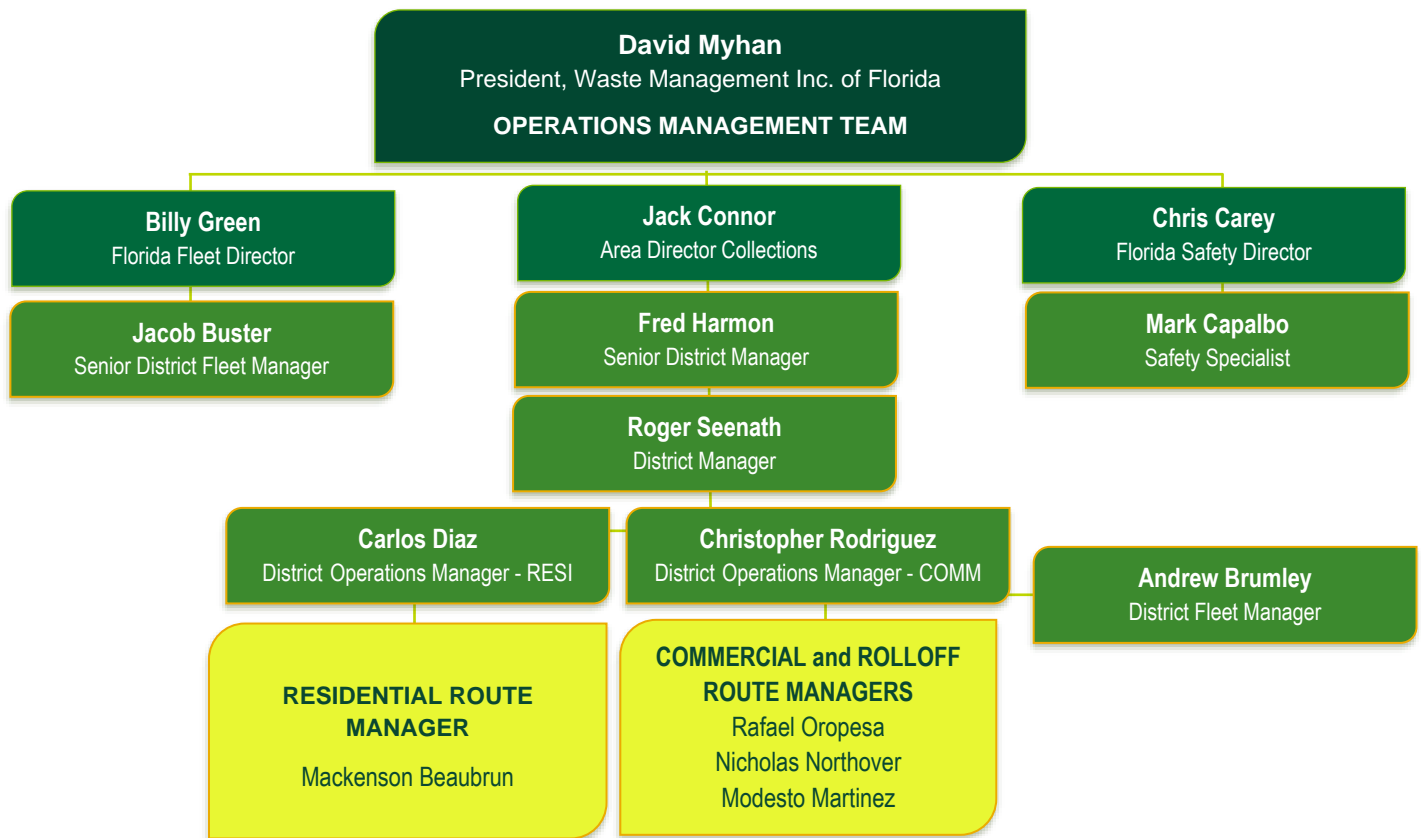
Barbara will serve as WM's government affairs liaison to the Town of Highland Beach. Her role will include, but not be limited to, the oversight of WM's implementation of the new agreement. She will work collaboratively with Highland Beach Staff to design and implement services in accordance with contractual requirements.

Barbara has been actively involved with her South Florida customers in delivering excellence of service and promoting recycling awareness in the area during her six (6)-year tenure at WM. In her role as Government Affairs Manager, she has successfully served as the government affairs liaison and contract manager to numerous municipalities. Prior to joining the WM team, Barbara served in the public sector as a City Clerk providing her with extensive understanding of municipal government which assists with meeting the needs of her customers.

Barbara's additional qualifications include her role as an Adjunct Professor of Political Science in South Florida universities; as well as her service as a local elected official in the City of Weston from 2001 - 2004. She graduated from Florida International University.



## WM's Highland Beach Operations Management Team





### **Fred Harmon, Senior District Manager, WM of Palm Beach**



(989) 293-4635 | [FHarmon@wm.com](mailto:FHarmon@wm.com)

**Assignment on Town's Project:** Managerial responsibility for Day-to-Day Collection and Administrative Operations across the District

As Senior District Manager, Fred oversees the day-to-day operations of the District, including oversight of the 250 employees that are responsible for the collection of garbage, recycling, and yard waste from thousands of residential and commercial customers. With 16 years at WM, and 22 years total industry experience, he provides exceptional leadership support to his front-line managers. Fred is responsible for the District's overall service and budget performance including safety, operational, and service performance while also diagnosing and improving processes and procedures.

Fred began his career with Waste Management in 2007 where he excelled as a Route Manager in the Ohio Area and was promoted to various leadership positions, eventually serving as the Senior District Manager of the Northern Michigan and Southern/Central Ohio Areas. In 2019, Fred was transferred to Waste Management of Palm Beach County as the Senior District Manager. He currently leads one of the ten largest hauling companies within the corporation, with 250 employees, and supports his team's efforts to provide excellent Customer Satisfaction and maintain a focus on a strong Safety Culture. Fred directly oversees providing exceptional service to contracts including Delray Beach, Highland Beach, Palm Beach County Solid Waste Authority, Palm Beach Gardens, Mangonia Park, Golf, Gulfstream, and multiple other Palm Beach County municipalities

Fred was the recipient of the Grievies Scholarship for Academic Performance at Northern Kentucky University where he earned a Bachelor of Science degree in Mathematics & Business Management/Marketing. He has been featured in the DDI Manager Success Stories and was one of only 12 leaders selected in the 2017/2018 Waste Management Leadership Forum.

### **Roger Seenath, District Manager, WM of Palm Beach**



(561) 718-4825 | [wmrseenath@wm.com](mailto:wmrseenath@wm.com)

**Assignment on Town's Project:** Managerial responsibilities including overseeing Quality Assurance

Roger has been employed by WM for 16 years. During that time, he has served in several different roles, from Customer Service Management, to Sales Management, and currently in Operations. He is responsible for managing the daily operations in all aspects at our WM of Palm Beach facility. Prior to his Senior Leadership Role in his district, he managed all lines of business including Residential, Commercial and Roll-off services.

Roger has extensive knowledge of the Palm Beach County areas and has been trained in all aspects of safety. His time in leadership positions has provided him with valuable experience in mentoring and coaching team members. Roger holds a Liberal Arts degree from Miami Dade Community College.

### Christopher Rodriguez, District Operations Manager/Commercial, WM of Palm Beach



(772) 200-9122 | [crodr33@wm.com](mailto:crodr33@wm.com)

**Assignment on Town's Project:** Direct manager of all Commercial Route Managers, responsible for on time and complete collections.

Chris has been with Waste Management for six years in various roles of the operational lines of business in the Martin County and Palm Beach County areas. He began his career as a driver, eventually moving into the role of Route Manager for the residential line of business in Palm Beach Gardens. In 2019, he transferred to our WM of Palm Beach location where he transitioned into the role of Commercial Route Manager. Chris's team proudly services the areas of Highland Beach, Delray Beach, Wellington, Boca Raton, Lantana, West Palm Beach, Riviera Beach, Palm Beach Gardens, South Bay, and Pahokee.

Chris's experience as a Driver and a Route Manager in heavily populated cities has given him the tools to lead a team that provides efficient and reliable service to customers. He was educated at Adrian College, where he earned a degree in Liberal Arts.

### Carlos Diaz, District Operations Manager/Residential, WM of Palm Beach



(954) 288-3100 | [cdiaz1@wm.com](mailto:cdiaz1@wm.com)

**Assignment on Town's Project:** Direct manager of all Residential Route Managers, Responsible for on time and complete collections.

Carlos has been actively involved in providing exceptional service to our South Florida customers for the past five years in Palm Beach County. He is currently serving as a District Operations Manager for Palm Beach County, focusing on the residential line of business. Carlos's team proudly services the areas of Delray Beach, Highland Beach, Gulfstream, Greenacres, Palm Beach Shores, Boca Raton, Lake Worth, Palm Beach Gardens, South Bay, and Pahokee. Carlos began his career at Waste Management as a Route Manager Trainee in 2018 continuing to a Route Manager position in 2019 before his current role of District Operations Manager in August of 2021.

Carlos has 13 years combined years of progressive leadership experience, receiving personal awards and commendations from his service in the United States Marine Corps. He was educated at Florida Atlantic University where he earned a Bachelor's degree in Criminal Justice with a Minor in Public Safety Administration.

### Jacob Buster, Senior District Fleet Manager, WM of Palm Beach



(561) 547-4000 | [jbuster1@wm.com](mailto:jbuster1@wm.com)

As our Senior Fleet Manager, Jacob oversees all aspects of fleet strategy and repairs at the district. He has three years with WM, and most recently won the distinguished Top Shop award within WM. Jacob's sales background, including his most recent role as Regional Sales Manager for Fabricators Plus before relocating to FL, gives him a depth of management skill and experience that make him uniquely qualified for his efforts in managing fleet strategy and repairs.

## Andrew Brumley, District Fleet Manager, WM of Palm Beach



(561) 547-4000 | [abrumley@wm.com](mailto:abrumley@wm.com)

As our Fleet Manager, Andrew oversees fleet repairs at the district. He has 20 years with WM and has earned promotions from Technician Assistant, to Technician, to Senior Technician, and now to Fleet Manager. Andrew has achieved his ANGI CNG Certification, Cummins Warranty Certification, and his Michelin and Bridgestone Technical Certification.

## Highland Beach Route Managers

**Rafael Oropesa, Nicholas Northover, and Modesto Martinez** are the Commercial & Rolloff Route Managers for our WM of Palm Beach Hauling District. They oversee daily collection services, drivers, and operational performance. They manage District personnel needs, including selection, coaching, and training drivers. They are also responsible for equipment utilization and managing all equipment needs, including cart and container inventory.



Raphael has six years with WM and 16 years in the industry; Nicholas has five years with WM and Modesto holds 27 years of experience with WM.



**Mackenson Beaubrun** is the current Residential Route Manager for Highland Beach and will continue in this role. He manages day to day residential operations and serves as the frontline operational liaison for the Highland Beach franchise agreement.





### 3. APPROACH AND METHODOLOGY

Established Routes

Highland Beach Route Maps

VALUE ADDED ELEMENTS

A Customer Service Experience For Tomorrow

Service Delivery Optimization:  
A Cornerstone of Our Operations

Preventive Maintenance

Waste Watch®

Equipment

Carts



Highland Beach, March 2023

Photo by Shiraz Kashar, WMIF Community  
Outreach and Education





### 3. APPROACH AND METHODOLOGY

#### A History of Working Together

**The Town of Highland Beach is a distinctly unique community and as such has posed some distinctly unique requirements for your next contract. WM's priority, first and foremost, is to offer a solution to maintain the character of Highland Beach and enable us to earn your business for the next seven years.**

The Town has clearly prioritized the potential benefits of three-man crews for community-wide collections of your current assorted containers, and WM can and will provide that convenience for your residents.

Additionally, you are interested in doorside collections where possible for the above scenario, and again WM can and will provide that convenience for your residents.

Alternatively, the Town has recognized the trend toward automated collection - one that enhances safety, service efficiency, labor retention, and results in more competitive rates but within the SWA area, still requires multiple recycling containers that necessitate either helpers or the driver to exit the vehicle. A fully automated MWS alternative for Highland Beach's carts may yield efficiencies and possible cost savings.

Our challenge is to position our operations to offer a solution to these Highland Beach scenarios. The vehicles that deliver automated services vs manual collections have intentionally been designed to accommodate one driver, and fewer, if any, laborers, and typically carted contents only. We will propose a solution that meets most, if not all, of your requirements.





As Highland Beach's current provider, WM already holds all of the needed vehicles, equipment, personnel, and resources to effectively and efficiently service the Town. WM of Palm Beach, located at 651 Industrial Way, Boynton Beach, is the local hauling district that currently services Highland Beach. WM of Palm Beach is under the leadership of Senior District Manager Fred Harmon, District Manager Roger Seenath, and District Operations Manager Carlos Diaz. Under the guidance of Florida Market Area President David Myhan, Fred, Roger, and Carlos lead the service efforts for Highland Beach. Government Affairs Manager Barbara Herrera will continue as the Town's primary liaison for service, contractual needs, and community involvement.

Our WM of Palm Beach hauling district located just over 10 miles from Highland Beach, houses 250 employees and over 170 collection vehicles, 3 container delivery trucks, 3 service trucks, and 12 support vehicles serving as additional available resources. Plus, with nearly 5,000 employees and 1,400 compressed natural gas-fueled trucks within the State of Florida, along with 48,300 employees and 32,000 vehicles in North America, WM has the capacity to handle any unforeseen circumstance in the Town.

We are uniquely well positioned to provide the services and operations the Town requires on an uninterrupted basis and our WM of Palm Beach team is committed to continue providing the service excellence that our Highland Beach residents and businesses have come to expect.

Our outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, gives us the foundation needed to not only meet but exceed Highland Beach's expectations for waste and recycling franchise services.

**WM is pleased to provide the following at-a-glance charts below for Highland Beach's dedicated Routes, Employees, Vehicles, and Services. Please find additional information pertaining to each immediately following the charts below and on the following pages.**

## Established Routes

Collection Service	MSW	REC	YARD WASTE	BULK	CM FRONTLOAD	ROLL-OFF
The number of Routes that will be used	2+1 Saturday Seasonal	2	1	1	3	1
The type of vehicle Route; and	1 Rear-load vehicle (REL)	1 Split Body Rear-load vehicle (REL)	1 Clam shell vehicle	1 Clam shell vehicle	3 Commercial Frontload vehicle (FEL)	1 Rolloff vehicle
The type and number of employees	1 driver 2 driver helpers	1 driver 1 driver helper	1 driver	1 driver	3 drivers 2 driver helpers	1 driver



Provide a proposed route schedule and map for residential services;

General Collections Notes	
Single Family Residences	Garbage collection occurs <b>Monday and Thursday</b> between 7:00 am and 5:00 pm. Items must be ready by 7:00 am. Recycling collection occurs Monday only between 7:00 am and 5:00 pm. Items must be ready by 7:00 am. Yard waste collection will be provided on Monday only between 7:00 am and 5:00 pm.
Multi-Family Condominiums	Garbage collection occurs <b>Monday and Thursday</b> 8:00 am until 3:00 pm. There is a Saturday collection day added for seasonal months (November 16 through May 14) Collection time for this Saturday pick-up will occur from 8:00 am until 12:00 pm. Recycling collection occurs Monday and Thursday 8:00 am until 3:00 pm. Yard waste collection service is not currently included. Real Christmas trees are collected on the first Monday following January 1 <sup>st</sup> between 7:00 am and 5:00 pm.
Commercial	Commercial collections are for MFC that have transitioned over the years to traditional FE service

All of the Solid Waste and Recyclable Materials collected for Highland Beach are and will continue to be delivered to one of the Solid Waste Management Facilities operated by the Solid Waste Authority of Palm Beach County ("Authority" or "SWA") or to another Solid Waste Management Facility designated by the Town.

### WM's Highland Beach Route Plans

	MSW 2x/week* Mon/Thurs		RECYCLING 1x/week Mon/Thurs		YW/BULK 1x/week Monday Only	
	Trucks # Routes Drivers/Helpers	# Units	Trucks # Routes Drivers/Helpers	# Units	Trucks # Routes Drivers/Helpers	# Units
SF/MFC carts CURBSIDE	1 REL 2 1/2	240+320	1 REL 2 1/1	240+320	1 CLAM 1 1	240+320
SF/MFC carts DOORSIDE	2 REL 2 2/4	240+320	1 REL 2 1/1	240+320	1 CLAM 1 1	240+320
SF/MFC carts AUTOMATED	1 ASL/1 REL 2 2/2	240+320	1 REL 2 1/1	240+320	1 CLAM 1 1	240+320
MFC/COMM** CURRENT	2 FEL 2 2/2	3,950	1 FEL 1 1	3,950	1 CLAM 1 1	3,950 By appointment

\* MSW will be collected 3x/week November 1- May 31<sup>st</sup> for Multi-Family Condominium (MFC)>4 units

\*\* Comm MSW FEL runs M, W, TH, F, SA and Comm Recy FEL runs M, TH, SA

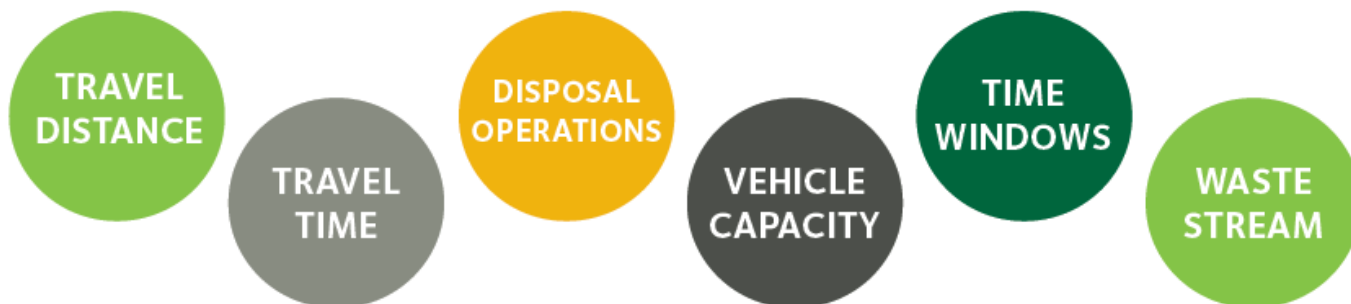


## eRouteLogistics®: Routing Software that Reflects Real-Time Developments



WM utilizes the most sophisticated routing software in the industry, eRouteLogistics®, to develop, manage, and modify routes. The software is used daily by our operations team to ensure that each route is well-maintained and adjusted to reflect new developments and changes in service levels, customer counts, and traffic patterns.

The eRouteLogistics program uses specialized software and a process analysis that bases routing and rerouting on:



eRouteLogistics displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. Updated in near real-time, eRouteLogistics enables our route managers, drivers, dispatchers, and customer service representatives to resolve any questions our customers or municipal partners may have concerning routes.

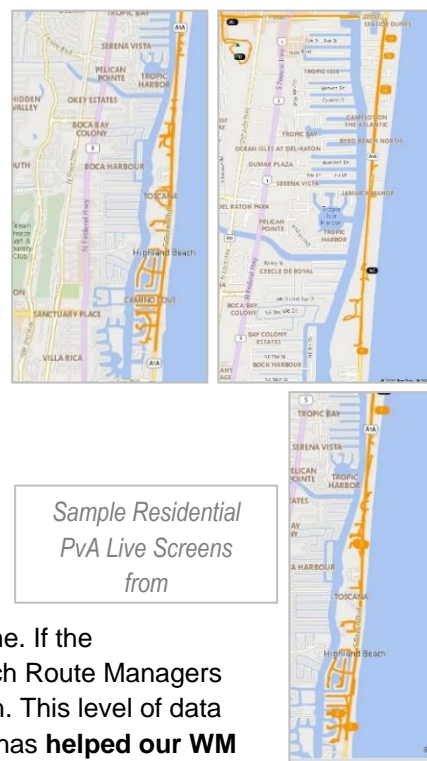
This web-based application integrates with our billing and customer database, Mid-Atlantic Services (MAS). MAS provides daily updates to eRouteLogistics to capture new customers and service level changes. eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

### Plan Vs. Actual Technology: Serving You Better by Managing Route Progress in Real Time

Using our Plan Versus Actual (PvA) technology, route managers and dispatchers can track every stop on the route virtually. By following the same route order every service day, we create consistency in service and increased customer satisfaction. PvA software displays how closely the driver followed the route, where there were delays of more than 10 minutes, and where the driver had to deviate from the route. Coaching consistency is important, and our general goal is to run the route at least 90% as designed.

### Fewer Missed Collections

This route information, including collection status, is visible in real time. If the Town should have a service question from a resident, Highland Beach Route Managers have the ability to immediately access service completion information. This level of data and route management dramatically decreases missed pickups and has **helped our WM of Palm Beach Hauling District achieve and sustain a 99% collection accuracy.**





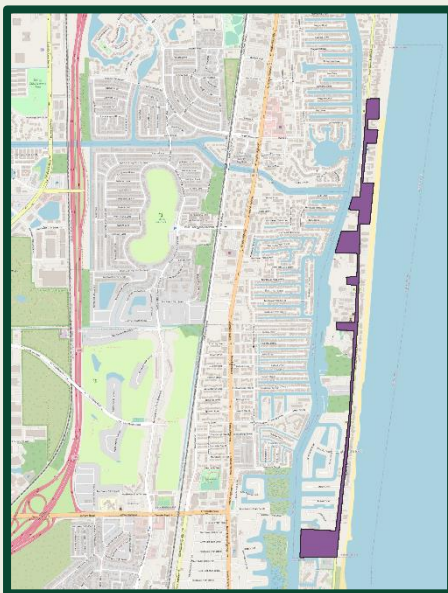
## Highland Beach Route Maps

### Highland Beach Route Maps

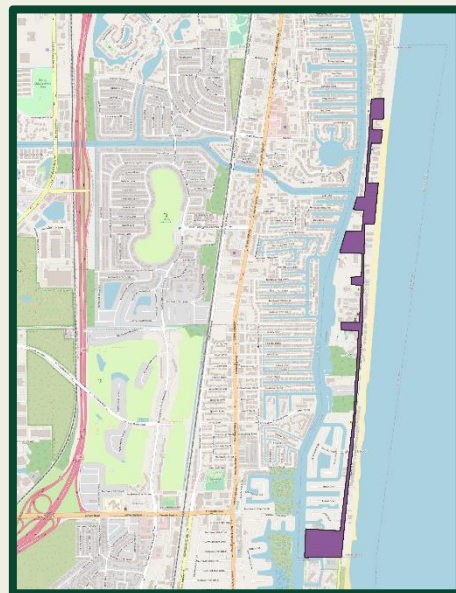
**Highland Beach P1HB**  
HB Bulk/Yard Waste



**Highland Beach P4HD**  
MFC and SF curbside



**Highland Beach P6G1**  
Seasonal Sat Route



*Provide a detailed description of how your collection route schedule shall run (include maps);*

WM's established routes begin on A1A at the northern border of the Town and run towards the southern border with curbside collections. Once at the southern edge, collection will resume towards the north, ultimately completing the route. Please refer to the maps provided for the previous question.

*Describe in concept your approach to multi-dwelling residential unit collection of solid waste;*

**WM's approved routes, existing containers, and historical collection knowledge of the Highland Beach multi-family condominiums make us the only vendor capable of providing uninterrupted service to this community. We know what the residents need for both front end loader and rear end loader services. We can focus on our driver teams and increasing their efficiency to allow us to serve the multi-family condominiums more quickly, while reducing the time our trucks are present.**

## WM's Highland Beach Route Plans

	MSW 2x/week* Mon/Thurs		RECYCLING 1x/week Mon/Thurs		YW/BULK 1x/week Monday Only	
	Trucks # Routes Drivers/Helpers	# Units	Trucks # Routes Drivers/Helpers	# Units	Trucks # Routes Drivers/Helpers	# Units
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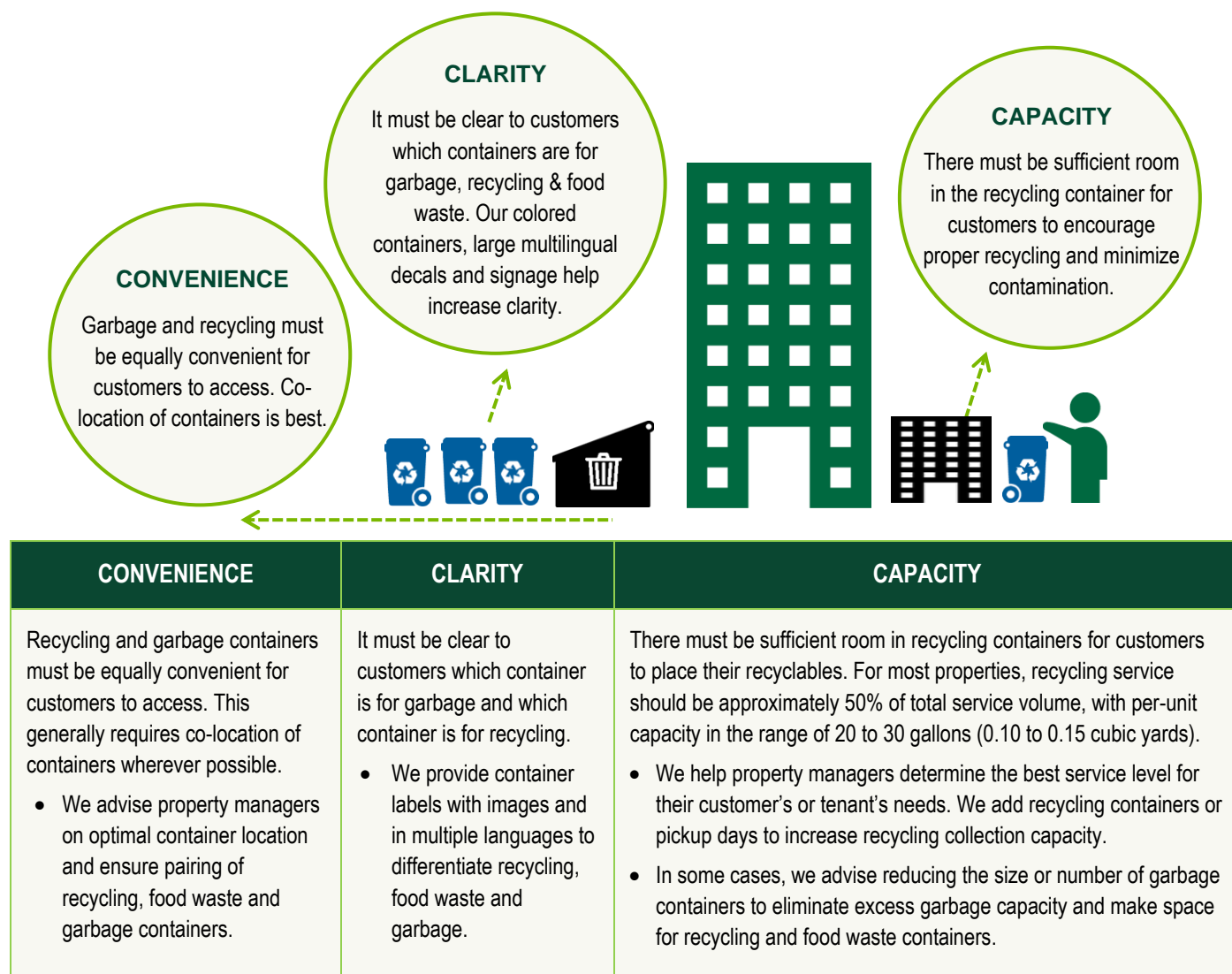
We appreciate your interest in an elevated quality of life in Highland Beach, and we will continue to look for opportunities to enhance our services to meet or exceed your requests.

Providing ASL service would greatly improve the efficiency of our collection team. There would be additional training and customer education on the process of automatic collection, compared to the present-day manual collection.

Our drivers are proud to work in Highland Beach and they make an effort to prove that. The little things that our teams do (i.e. picking up litter, replacing cans/bins to their original locations, assisting residents) may seem insignificant, but their impact of taking care of the Town leaves a great impression on our service.



## WM's "3Cs" Approach for Multi-Family Program Success



*Provide your procedure for notifying applicable government agencies of reportable quantities of hazardous waste found or observed by you anywhere within the Town, including on, in, under or about Town-owned property and Town waste containers;*

Per Addendum 1, this requirement has been removed. It is worthy of note however, that should Highland Beach wish to establish procedures, we would be happy to collaborate with the Town to discuss protocols for necessary notifications.

*Provide a list of standard reports that will be available to the Town;*

The key to continuous improvement is that you cannot change what you do not measure. At WM, we understand that measuring and reporting diversion, financial performance, and service delivery are key components of a successful program.

We can provide detailed, accurate reporting in a format that is mutually agreed upon by Highland Beach and WM. Typically, these reports are provided on a monthly, quarterly, and/or annual basis, but we can also submit reports to Highland Beach on an ad hoc basis as requested.

We can offer Highland Beach the following types of reports:

- Tonnage reports by waste type
- Single-family and multifamily service levels, cart, and bin replacements
- Customer interaction logs
- Vehicle Inventory
- Bulky items collections

Working with Highland Beach staff, we can design the reports to provide easy-to-read charts that display year-over-year performance, diversion results against stated goals, and identify opportunities for improvement. Typically, data is presented in Excel spreadsheets/charts.

## VALUE ADDED ELEMENTS

*Provide your response to the Value Added Elements;*

**NEW!**

### A Customer Service Experience For Tomorrow

In today's digital age, customers' service expectations are changing. Customers want a direct and seamless experience - anytime, anywhere, and on multiple platforms and touchpoints. WM has aligned with those expectations by transforming how we do business to deliver an unrivaled customer experience.

WM has made significant investments in technology to create a robust omnichannel to meet our digitally conscious customers on their platforms – email, social media, live chat, and mobile apps. The WM Omnichannel Customer Service Experience positively impacts the quality of customer interactions by allowing us to reach our customers at every point of their journey, regardless of where they started.

This digital transformation breaks down communication silos to put our customers at the center of what we do every day. It delivers the experiences customers expect while providing convenient, flexible, and efficient customer service solutions on their preferred channels - including personal one-on-one interaction. And as customer expectations and service trends evolve, WM can leverage the Omnichannel approach to develop forward-thinking solutions to construct a new customer service journey.






































## WM Omnichannel: Customers Conduct Business How and When They Want

Modern customers want to save time and expect 24/7 service and easily accessible solutions to their problems without wasting time on hold or explaining the same issue to multiple people. Our holistic strategy puts our customers in the driver's seat by allowing them to self-serve and handle routine issues at their convenience.

### WM's Omnichannel Customer Service Platforms

<b>WM.com</b>	Offers seamless navigation and an intuitive way for customers to learn about services and solutions in their community.
<b>AI-Powered Virtual Assistant Chatbot</b>	Handles routine issues promptly and provides 24/7 customer service with automated responses to the most frequently asked customer questions.
<b>Knowledge Base Help Center</b>	Houses answers and videos to top customer requests about WM services as well as support articles by topic – products/services, understanding your bill, delays, and more.
<b>Live Chat</b>	Allows customers to skip email exchanges or wait in line in the call queue. With Live Chat, we can respond immediately to customer questions.
<b>WM's Social Media Platforms</b>	Meets customers where they are and allows us to answer questions quickly. Customers can also stay updated about services and ways they can help protect the environment.
<b>Interactive Voice Response System (IVR)</b>	Seamlessly routes customers to self-service options and connects them with the right resources, links, or departments so we can limit call transfers and reduce wait times. Our IVR System is also equipped with convenient callback functionality, so customers never have to wait on hold during peak call hours. Customers can simply choose to be called back and "hold their place in line" while they continue with their day.
<b>Call Center</b>	Personal, one-on-one customer assistance for questions or service issues.
<b>My WM</b>	Offers simple and intuitive online account management for service requests, holiday schedules, online bill pay, autopay, notification preferences and more. We've added a new self-serve feature to My WM - bulk item pickup. Scheduling a Bulk Pickup with My WM is easy: <ol style="list-style-type: none"> <li>1. Login: Log in to your My WM profile. Select Manage My Services.</li> <li>2. Choose Materials: Review the service rules and list of unacceptable items. Use the checklist provided to identify the materials you need to get rid of – once an item is selected, specific instructions will be provided.</li> <li>3. Pickup Date &amp; Payment: Use the calendar to choose your pickup date and add additional notes directly to your Driver. Review the costs (if applicable), approve the payment method (if a prepay is required), and confirm your order.</li> </ol>
<b>My WM App</b>	Provides a personalized customer experience. With the My WM app, customers can: <ul style="list-style-type: none"> <li>○ Manage and use different payment methods with ease, including Apple Pay</li> <li>○ Enroll in AutoPay and Paperless billing (if applicable)</li> <li>○ Get service day updates so they know when to expect pickup</li> <li>○ Request bulky item pickup, extra pickups, roll-off dumpsters, and more</li> <li>○ View or change their existing services and schedules.</li> </ul>

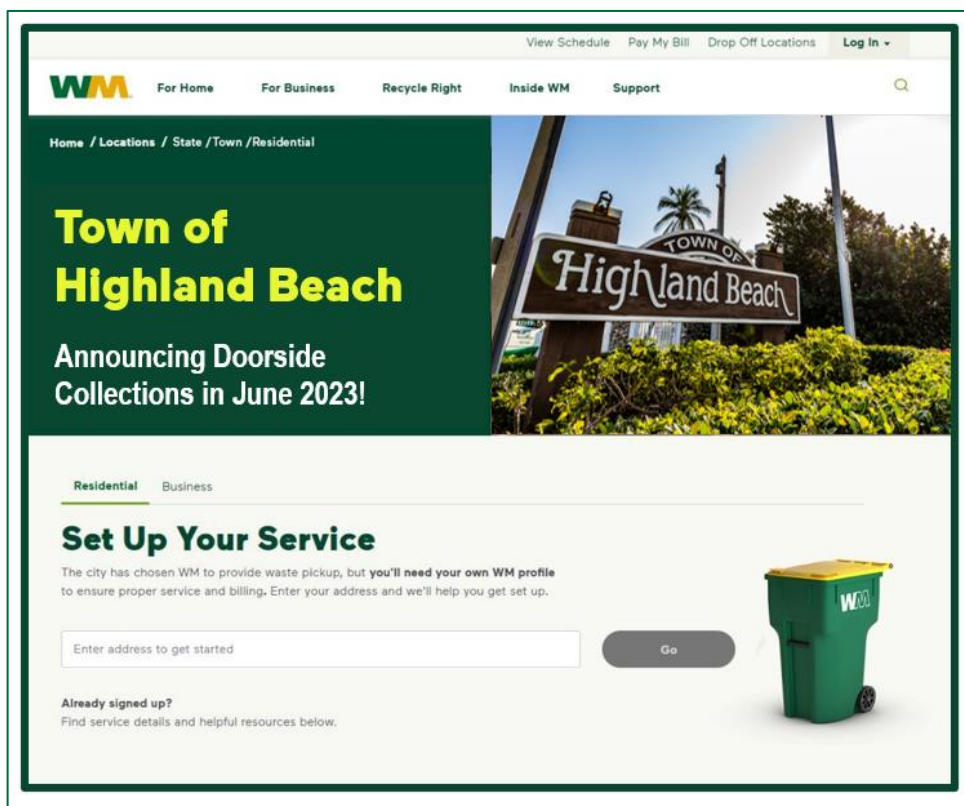
WM Digital Customer Service Capabilities			Residential	Commercial	Roll Off
Billing	Manage Accounts	Allows customers to add or remove WM accounts and manage all with your My WM Profile.			
	AutoPay & Paperless	Save time by receiving bills electronically and having them paid automatically. Signing up for both autopay and paperless can save customers some money, too.			
	Pending Charges	Be informed of one-time charges before receiving invoice.			
	My Billing	Provides access to current and past invoices, allows customers to save or update payment methods, and allows partial payments or pay multiple invoices in one.			
Buy & Adjust Service	Adjust Service	Things are constantly changing - including service needs. Our online options help customers adjust to change.	COMING SOON!		
	Extra Pickup	Avoid hassles of an overloaded container by completing an online request for WM to come before your next service day.			
	Bulk Item Pickup	Schedule a time for WM to pick up large trash items that can't be recycled or repaired.		COMING SOON!	
	Container Repair	If your container needs care, visit us online to schedule a repair or replacement.		COMING SOON!	
	Roll Off Requests	Schedule an exchange or removal of a roll off container online, where you choose the date and see estimated costs.			
Service Details	View ETA & Schedule	Stay informed of when WM is stopping by - including holiday, weather, or other service schedule changes.			
	View Service Visuals	Customers can see their container the way our drivers see it with photos and videos.			COMING SOON!
Contact	Manage Contacts	Assign a service contact or billing contact, or both. Customers can easily make changes at any time to ensure the right people are contacted with the right information.			
	Communication Preferences	Customers stay informed by receiving the information they want to receive and how they prefer to receive it.			
	Feedback	Let WM know what you think – we are all ears! We want to keep doing what the customer likes or work to improve where there may be opportunities.			
			WM.com:  Mobile App: 		

## A Dedicated, Local Website for Local Services

As part of our digital transformation, WM has created dynamic, easy-to-navigate WM customer websites. These tailored-to-your-municipality websites provide a single access point for service information and 24/7 self-serve customer service solutions. With a WM customer website, you can:

Your community's website is the digital gateway for residents to self-serve through WM.com, make service requests, pay their bill, set personalized service notification preferences, and more.

- **Personalize your website:** Your WM customer website is designed and custom-built to showcase your community, services, solutions, and special programs.
- **Promote self-serve customer service solutions:** Your WM customer website is the first line of support, empowering customers to access information on demand, find answers on their own - at their convenience - request services, and resolve issues with zero to minimal waiting time.
- **Provide helpful resources and service information:** Your WM customer website is the information hub for all information regarding services - from collection schedules, including holidays or any special events such as holiday tree collection, to bulk item collection information (if applicable), to any service delays. The website can also inform of where to place carts/bins and acceptable and non-acceptable items.
- **Help lead the way to a more sustainable community:** Your WM customer website links directly to WM's Recycle Right® recycling education program, providing your community with access to recycling resources, making it even easier to recycle right and reduce contamination.




As an added convenience, WM staff will share access to our web content for cross-promotion on your website. Connecting directly to WM's information will save Highland Beach staff time and confirm your community continuously receives accurate and consistent information.


Answering questions, finding service information, and utilizing local services should be easy. WM's local website will give your community the information and tools they need - when they need them.


### My WM Quick Access


Take action or submit a request now.

[Go to Dashboard](#)

  
Make a Payment

  
Report Missed Pickup

  
Request Container Repair

  
Request Bulk Pickup

### Need assistance?

Take care of your issue online, right now, with our guided support helper.

Or connect with a WM agent if you get stuck.

[Go to WM Support](#)

*WM's tailored-to-your-municipality websites provide a single access point for service information and 24/7 self-serve customer service solutions.*

*Shown here are quick access links to make payments, report missed pickups, get general assistance, and more, as well as general Service Guidelines and Instructions for your residents.*

## Service Guidelines & Instructions

### Trash Service

[Recycling](#)  
[Yard Waste \(Organics\)](#)  
[Bulky Collection](#)  
[Special Programs & Services](#)

### Container Information

- **Previous:** 35- or 96-gallon cart with blue body and blue lid.
- **Transitioning to\*:** 35- or 96-gallon cart with dark gray body and black lid.

*\*Per SB 1383 mandate*

### Service Frequency

Weekly on service day.

### Container Setout Instructions

Place cart on the street with wheels against the curb by 6 a.m. on collection days and remove the same day. Keep cart at least four feet from parked cars, mailboxes and other obstacles that may prevent WM team members from picking it up.

### Special Instructions & Limitations

Don't overfill your cart — the lid must close tightly. No overflow allowed.

### Set Up New Residential Service

Sign up online at any time. **Scroll up to the Set Up New Service section** to get started.

You can also call **661-947-7197** to set up service.

### Acceptable & Non-Acceptable Items

Acceptable items include household trash like chip bags, paper towels, plastic bags, & textiles (donate if lightly used).

Non-acceptable items include construction/demolition waste, auto parts, tires, household hazardous waste (paint, oil, household cleaners), medical or electronic waste.

### Request Container Repair or Replacement

Submit a request in [My WM](#) or fill out a [Container Repair Form](#).

### Report a Missed Pickup

If containers were curbside by the specified time and were not emptied, you can report a missed pickup in [My WM](#) or call us at **661-947-7197**.

### Request an Additional Container

Contact WM at **661-947-7197**.



## Cutting Edge Customer Service Center with Personalized, Convenient Solutions

At WM, we know that excellent customer service means going beyond meeting our customers' basic needs and providing personalized, knowledgeable, convenient, and proactive service. That's why our state-of-the-art Customer Service Center is equipped with the latest customer support software and a well-designed, intuitive call flow that allows our Customer Service Representatives (CSRs) to provide customers with the right information or resolution they are looking for right away.



### Customer Service Center Availability

Our Customer Service Center is open Monday through Friday during normal business hours - the Center is closed on nationally observed holidays. However, our easy-to-use self-service channels - WM.com, My WM, Virtual Assistant chatbot and more - are available to support customers' needs 24 hours a day, seven days a week, 365 days a year.

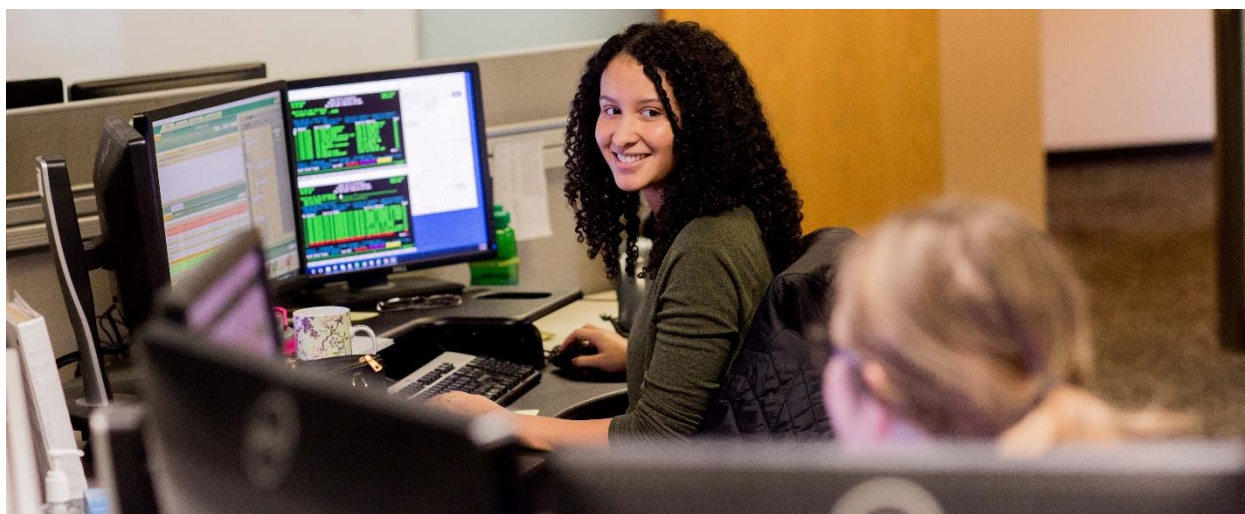
### A Nationwide Network for Redundancy When Our Customers May Need It Most

During a local power outage or natural disaster, our infrastructure routes call throughout our nationwide customer service network, allowing us to deal with customers' inquiries or requests effectively and timely. Customers can also access WM's self-service tools 24/7.

### Professional, Well-Trained Customer Service Representatives

Our Customer Service Center is staffed with professional, well-trained CSRs who deal with complex issues not best handled online. They place our customers at the center of what they do every day, take the right steps to understand our customers' unique needs and make the best decisions to address and resolve issues on first interactions. This customer relationship management ensures that customers do not need to follow up with a second call.

Our six-week onboarding training program, continual learning, and training opportunities allow us to lead the way in customer service and ensure that our CSRs are ready to support customers with professionalism and a customer-centric focus.



**People First:** Our proud, caring, and resilient CSRs are the foundation of our customer service success. That is why WM has partnered with Genesys, a global leader in workforce engagement management, to gain greater insight into our CSRs' professional and personal needs. Genesys' AI-powered customer interaction management platform allows us to create strategic data-driven workforce plans, which is invaluable to delivering proactive, predictive, and personalized customer experiences while elevating our CSRs' experience and engagement.

## **Comprehensive Investments in Customer Service Technology**

WM has made operational and capacity-building investments to service technology to better serve our customers by strategically connecting them to the right information at the right time.

### **Onboard Computer Technology for Constant Contact with Drivers and Vehicles**

WM's onboard computer technology allows us to improve workflow efficiency, reduce emissions in the communities we serve, and makes it easier to provide effective solutions for our customers by:

- Obtaining real-time information related to all truck locations, stops serviced, service status
- One-touch cart service verification
- Proactively generating service tickets for cart repair or replacements for customers
- Centralized customer service for immediate and efficient issue resolution, including on-call requests, rerouting, and customer service needs

### **Integrated Knowledge Management Systems**

Green Pages is a proprietary web-based Knowledge Management System (KMS) and a single source of truth for sharing, organizing, and managing contract-specific information with customers, such as available services, rates, and collection schedules.

Green Pages is accessible to all our CSRs nationwide, enabling our nationwide network of experienced CSRs across to instantly access service-related information, allowing WM to provide consistent, accurate information during the most critical emergency situations.

Our Customer at a Glance (CAAG) KMS incorporates customer data from key WM systems into a single application, allowing our CSRs access to comprehensive customer information, including customer invoice and payment history, WM's integrated billing system, Mid-Atlantic System (MAS), and onboard computing that captures service history and service statuses.

With CAAG, CSRs are also able to manage first-call resolutions for customers regarding:

- Administrative actions (online pay/autopay/paperless invoicing)
- Bulky/large item collection
- Commercial – extra pickup, service changes
- Holiday schedules
- How to Recycle Right
- Service schedule changes
- Service/pickup schedule
- Sustainability education
- Weather and natural disasters alerts

## WM Smart Truck<sup>SM</sup> Technology for ASL Trucks

WM Smart Truck<sup>SM</sup> is our state-of-the-art smart technology for ASL trucks that helps communities ensure the cleanliness of their streets and stormwater systems, reduce contamination, and identifies recycling opportunities. This smart technology enhances our customer service by:

- Educating customers on how to care for their trash and recycling
- Equipping drivers with the tools to capture real-time service opportunities via recorded images
- Providing CSRs with the technology and tools to resolve issues quickly and accurately through service verification

### How WM Smart Truck<sup>SM</sup> Works

WM Smart Truck<sup>SM</sup> technology captures footage of customer containers as they are tipped into the truck during service. Technicians review the footage to ensure materials are placed in the correct container and collected successfully. This information is never shared. If a cart associated with a service address is overloaded or has non-acceptable material inside, customers receive educational notifications.

### WM Smart Truck<sup>SM</sup> Customer Communications

WM has created customizable WM Smart Truck<sup>SM</sup> customer educational communications to strategically collaborate with our customers and help build awareness of the importance of placing the right materials into the right cart.



*Our proprietary Smart Truck<sup>SM</sup> technology captures video and photo of every collection.*



## Our Customer Experience Performance

WM utilizes key performance metrics and customer feedback to improve CSRs' training, coaching, and call quality to enhance our customers' experience. This invaluable data provides actionable insights which drive our decisions around the customer service journey.

### Key Performance Metrics

<b>Accountability through Leader-led Monitoring</b>	CSRs are monitored a minimum of four times per month. As part of that monitoring session, employees are evaluated on 72 talking points and scored on a scale of one to four. Leader-led monitoring sessions provide immediate feedback on call handling to foster an excellent customer experience.
<b>Customer Service Scorecard</b>	Each CSR receives a monthly evaluation of individual performance with actions and opportunities to develop and improve. The Scorecard is balanced between quality, scheduled adherence, efficiency, and sales. The Scorecard is composed of four qualifying sections: <ul style="list-style-type: none"> <li>○ Quality Assurance</li> <li>○ Resource Management</li> <li>○ Efficiency</li> <li>○ Qualitative Professional Development</li> </ul>
<b>Average Speed of Answer (ASA)</b>	We strive to answer customer calls as quickly and efficiently as possible. We monitor our performance by evaluating all callers' average answer speed in seconds.
<b>Live Chat Response Rate</b>	We strive to answer each live chat as quickly as possible. We monitor our performance by evaluating our speed in responding to each incoming conversation.
<b>Email Response Rate</b>	We strive to respond to all emails, even those received during non-operating hours, as quickly as possible.

### Customer Experience Analytics: Voice of Our Customers Survey

WM invites more than 100,000 unique customers to fill out our Voice of Our Customers survey every month to understand expectations, perceptions, and satisfaction points, and gain insight into areas for improvement.



The survey initially focuses on core questions related to the customer's overall relationship with WM, then expands into targeted questions regarding the customer's service experience with our company. This survey provides WM with unprecedented insights to develop proactive solutions to not only meet but exceed customer expectations every day.

**Maybe not new – BUT A  
VALUE-ADD EXCLUSIVE**

## Service Delivery Optimization: A Cornerstone of Our Operations

WM focuses on four performance principles in all our operations: **Safety, Service, Savings, and Satisfaction**. To meet the goals of each of these principles, we use a comprehensive operations framework - Service Delivery Optimization (SDO) - to define, track, and measure every aspect of our operations to enable us to monitor for continuous improvement.

SDO is a marriage of technology and management to drive employee engagement, knowledge sharing, and accountability, which give all our team members the mindset to meet and exceed our customers' expectations. SDO was developed based on our extensive research of best practice operations from



businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to WM, will help us meet the benchmarks set by Highland Beach.



SDO creates an environment that focuses on continuous improvement and provides metrics so we can coach everyone from our drivers to our district managers. The SDO mindset encourages all employees to communicate their setbacks as well as their successes, which helps them unleash their potential. While a setback means that something went wrong, it also offers an opportunity for improvement by figuring out why it happened, learning from it, and making changes to prevent it from happening in the future. Alternatively, when something goes right, we celebrate success to encourage repeat behavior and share best practices. Rather than seeing the success of others as a threat, we want our employees to consider their successes as inspiring and a source for learning.

By integrating technology and logistics management processes with the skills of our drivers, we improve safety, facilitate real-time accountability, set clearer expectations, and enhance employee communications, all of which ultimately maximize customer service and satisfaction.



## Four Performance Principles

### Safety Results for Highland Beach

Safety is woven into SDO because safety is our core value. For example, every Wednesday, managers review videos from our trucks; on-board camera system, DriveCam®. If a manager notices a driver has, for instance, violated the requirement for a four-second following distance in traffic, our route managers role play a discussion with the driver. When the scenario is well-rehearsed, the managers and drivers review the footage together. The manager asks the driver to describe what they see, recall the rule on following distance, and explain why he or she was in violation. Next, the driver is asked how they will avoid repeating the mistake and commit to abiding by our four-second following distance. Through DriveCam and role playing, drivers are held accountable and are empowered to become better at what they do, which makes Highland Beach a safer place to live, work, and play.

### Service Results for the Town

SDO encourages drivers to share their thoughts with each other on how to provide better service. During their daily morning huddles, managers might show a brief video of garbage scattered in the street. Drivers are asked to come up with a daily nugget on service improvement. A recent example: "Leave it better than you found it." It is a win-win for Highland Beach and WM.

### Savings Results for Highland Beach

SDO helps us be consistent and efficient in our service delivery, which saves time wasted on returning to collect missed containers. All routes are carefully planned to adhere to a schedule and are typically handled by the same drivers from week to week. They know which customers need backyard collections,

so they have fewer missed collections. Also, they know the streets, giving them insights into each route to provide the safest possible service delivery.

### Customer and Employee Satisfaction

SDO has given us a highly trained team, yielded better performance, and increased driver satisfaction, which has reduced turnover. Because our entire operation is highly organized and predictable, drivers know what to expect. They will typically drive the same route. Their day runs smoothly. They get back to the hauling site on schedule. Drivers work as a team, using peer-to-peer advice to foster individual improvements that make the whole company stronger. If a recycle driver accidentally leaves spilled paper on a route, then the garbage driver who follows will call him to mention the problem. By keeping tabs on each other, drivers provide better service for Highland Beach. Through SDO we actively engage with our drivers. Our drivers are our frontline employees, and their feedback from the streets is vital to meeting your performance expectations.

### SDO Management Procedures

We take pride in providing exemplary service. To manage and track our performance, we utilize SDO as our proprietary best practices management tool. If an issue does arise, our SDO management procedures are:

Service Metric	SDO Procedure	SDO Value
<b>Safety</b>	Safety metrics, both present and past, are summarized weekly and monthly. The report includes the total recordable injury rate (TRIR) and the vehicle accident rate report (VARR), which address injuries and accidents, respectively.	Our goal is to return every employee home safely to their family and friends at the end of every day. As part of SDO, we use established safety metrics to measure and manage our operational performance. Managers and drivers discuss these metrics at daily launches.
<b>Missed pickups</b>	Our operations team creates a report on a daily, weekly, and monthly basis. The results are posted by route and driver name in the drivers' meeting room to inform all our drivers where we are missing customers.	This creates transparency and peer-to-peer accountability. Our route managers actively engage with drivers regarding missed collections. Drivers also participate in coaching and mentoring their team members.
<b>Noise and spills</b>	We track noise and spill complaints through our customer service complaint log and report them to Highland Beach as required.	Tracking noise and spill complaints gives our management team insight into incidents that need to be resolved before they become a nuisance for your community.
<b>No can out percentage (NCO)</b>	The daily NCO report tracks the percentage of a route that was reported as "no can out." This data helps to inform operational compliance and identify trends.	If the route is showing a high percentage of "no can out," route managers will conduct a "walk and talk" with our drivers on the route. High percentages of NCOs may signal missed collections, a situation requiring immediate correction.
<b>Daily efficiencies dashboard</b>	All efficiency data is combined into one daily dashboard report, including homes collected per hour based on each route's efficiency goal, total daily idle time by truck, and route sequence compliance (Plan vs. Actual).	To confirm we are routing for safety, service, and savings, our operations team meets every morning to review and discuss the daily dashboard and make route adjustments, if necessary.
<b>Truck weights</b>	This daily report lists the weight of every load from the previous day by truck.	The report enables the operations team to review truck weights to confirm they are within legal limits.

Service Metric	SDO Procedure	SDO Value
Fleet maintenance reports	Every morning, we track the number of trucks that depart for collections versus those needing repair. This data is summarized weekly.	Route managers use this report to coach drivers on proper maintenance protocol. We need drivers to anticipate repairs to avoid disrupting collections.

## SDO Drives Real Results

While the information we capture is critical to each aspect of our business, what sets WM procedures apart is the automated integration of that information into all aspects of our operations. The data from our drivers not only provides task completion details, but it is also then automatically integrated throughout all WM systems. Our significant investment in the technology that facilitates this provides the information we need for improved safety, timely and detailed service reporting, cost savings, and ultimately enhanced employee and customer satisfaction for Highland Beach.

**NEVER overlooked at WM  
and it adds value every day.**

## Preventive Maintenance to Keep Vehicles and Equipment Safe

WM has a comprehensive Preventive Maintenance Program for vehicles and equipment. Disciplined adherence to the program and associated tasks help us reduce breakdowns within our fleet and provide Highland Beach with safe and efficient services.

Our program establishes a systematic procedure to minimize all vehicle and equipment failures by monitoring the current conditions and correcting defects before they develop into safety concerns or costly repairs.

Our maintenance team performs regular quality control audits and self-inspections for compliance of our maintenance programs, enabling us to identify areas of improvement and correct deficiencies. Our Preventive Maintenance Program complies with all applicable state and federal requirements, and includes:

**Preventive Maintenance Intervals:** These intervals are based on vehicle or equipment utilization by hours and/or days. Intervals are increased in the frequency in areas where severe operating conditions exist, such as extreme temperatures, poor road conditions, etc.

**Daily Driver Inspections:** Before and after each shift, drivers are required to conduct a standardized safety and maintenance check of vehicles and report on any items that may need service. Any defects found during inspections are noted on the inspection form and transferred to a work order for a scheduled repair. Safety-related defects result in the vehicle being removed from service until repairs are completed.

**Fluid Sampling and Filter Changes:** Our program requires scheduled fluid sampling and filter changes at specified intervals.

**Leak Prevention:** After operating for 200 hours, each of our collection vehicles undergoes a spill and leak prevention assessment. Mechanics inspect and replace worn hoses - prior to the manufacturer's recommendation. Drivers check their vehicles daily for leaks, including during pre-trip and post-trip inspections.

### Investing in Our Fleet

Each year, WM invests roughly \$600 million in vehicle and equipment maintenance. These investments in our fleet safety, driver training, and onboard equipment have resulted in a 57% reduction in vehicle accidents since 2007.





*Testing brake lights*



*Checking tire pressure*



*Inspecting fire extinguishers*



*Testing hydraulic lifts and buckets*

**In-Field Repair Response:** If a driver experiences an issue while on a route, he/she calls into dispatch immediately to report the problem. Our in-house maintenance shop will dispatch a mechanic out to the driver immediately to make the necessary repairs. If repairs cannot be completed in field, a backup collection vehicle will be deployed.

Customers depend upon us to pick up and safely recycle or dispose of their wastes; but they often fail to notice our workers performing these essential tasks. Although vehicle and equipment maintenance may seem like common sense, it is an expensive and labor-intensive task that many companies delay, discount, or even eliminate – but it is imperative to the safety of our employees and customers that these preventive measures are completed.

WM's Preventive Maintenance Program is consistent with the standards and procedures recommended by the Technical Maintenance Council (TMC) of the American Trucking Association and encompasses the mandatory Department of Transportation (DOT) inspection criteria set forth in Section 396 of the Federal Motor Carrier Safety Regulations (FMCSR).

## Environmentally Sound Maintenance Procedures

WM has implemented several environmental procedures for fleet maintenance, including:

- Use of synthetic or semi-synthetic fluids that allow extended oil drain intervals in engine transmissions, differentials and hydraulic systems and reduces the amount of virgin petroleum stock required
- Collection and recycling of all fluids collected from vehicle maintenance by licensed recyclers
- Used oil filters are drained and scrapped, per regulations
- All filters placed in drain basins to prevent environmental pollutants from entering streams



## **COMPASS® Planning and Control System**

Through WM's use of the COMPASS® maintenance planning and control system, we are able to track every piece of equipment for alignment with expectations for good preventive maintenance. COMPASS is our automated maintenance tracking system that includes predictive maintenance features, complete repair and service histories, and calendar reminders. Each equipment component and its available manufacturer-recommended maintenance requirements (or WM standard maintenance intervals), are individually loaded by type, brand, and configuration and given a specific tracking number into COMPASS.

This system is used throughout the entire WM enterprise and has successfully transformed more than 32,000 vehicles and thousands of factory components from a reactive manual tracking maintenance approach to a proactive and predictive one. Utilization of COMPASS has resulted in recent studies showing that, across the board, WM achieves lower-than-average maintenance costs compared to the industry, while maintaining excellent uptime, which equates to outstanding service for Highland Beach.

The usage hours of all equipment are input daily and the system will generate preventive maintenance recommendations according to manufacturers' recommendations. The maintenance must then be completed and paperwork submitted in order to clear the maintenance task from the system.

## **Maintenance in the Field**

If a collection vehicle has a problem in the field, WM immediately dispatches a maintenance vehicle equipped with the tools and supplies necessary to make on-the-spot repairs. Pickup trucks are also available to deliver additional supplies and spare parts as needed. If repairs cannot be completed in field, a backup collection vehicle will be deployed. Response, replacement, and repair time for vehicles on route is typically less than one hour.

## **Skilled, Trained Technicians**

WM expanded its Fort Myers, Fla. Driver Training Center in 2017 to include a Fleet Technician Training Center, and opened a second Technician Training Center in Glendale, Ariz. in June 2019. Through these learning facilities, technicians new to WM – regardless of past experience – take part in a two-week immersion training experience to learn our fleet maintenance processes and programs. The two-week course provides on-the-job training that is invaluable to preparing skilled technicians for Day One success as well as giving them a foundation of knowledge to build upon in their WM careers.



## **Maintenance Service Delivery Optimization Fosters Continuous Improvement**

WM's Maintenance Service Delivery Optimization (MSDO) program engages our maintenance technicians in a continuous improvement process - soliciting and implementing their ideas for how to constantly improve our maintenance program. MSDO supports our managers and technicians and allows them to focus on properly executing fundamental fleet processes, being accountable for quality repairs, and conducting root cause analyses to reduce truck downtime to improve customer service for Highland Beach.

The MSDO program emphasizes processes that streamline the maintenance of WM's vehicles. Maintenance shops are outfitted with a live board, which is a large screen that provides real-time data to

frontline managers and technicians on vehicle repairs. The program focuses on a series of goals to make maintenance jobs easier and more efficient for us, and in a timely manner for Highland Beach. These goals include:

- Encouraging personal coaching to drive better performance
- Establishing annual assessments, training, and certifications for technicians
- Having technicians work on “lean events” to make the shop environment more effective and efficient
- Updating maintenance programs - like Total Hydraulic Maintenance - for shop compliance
- Improving planning and scheduling for both short- and long-term projects
- Creating different standards for maintaining a vehicle that is based on its age
- Formalizing fleet-related safety and process rules to drive accountability

The following table outlines our MSDO processes for preventive maintenance:

Preventive Maintenance Task	MSDO Processes	Process Performance Standards
Planning and Scheduling	Managing performance along with planning/scheduling vehicle repairs	Managers and supervisors are trained to use planning tools that maximize the hours on jobs.
Preventive Maintenance Inspection/Compliance	Scheduled vehicle inspection conducted by maintenance technicians every 200 engine hours	100% of preventive maintenance inspection (PMI) activities performed within 10% of designated intervals
Quality Control Inspection (QCI)	Fleet manager/supervisor conducts quality control inspection on 10% or more of PMIs completed	Properly documented inspections of 10% of all PMIs
Driver Pre-Trip/Post-Trip Inspections	Pre-trip inspections are conducted prior to the driver starting their day. Post-trip inspections are completed once the driver's route is completed.	Drivers conduct inspections on every truck prior to leaving the facility and upon returning to the yard.
Total Tire Maintenance (TTM)	TTM is a cornerstone of our maintenance program. The technicians follow a seven-step process when changing tires. We focus on accountability for the safety of the public as well as our drivers.	All drivers inspect their truck tires at least two times a day and technicians follow a seven-step process to confirm the tires are installed correctly.

## MSDO Mobile

WM's fleet organization recently tapped into mobile technology with its new MSDO mobile app for Android and Apple phones that mimics the MSDO live board. The app helps the fleet and operations team through:

- A **real-time view** of shop operations that allows fleet managers responsible for multiple districts to get a real-time view when they are not physically present.
- A **Current Labor** tab that provides a communications link to shop technicians and updates on standard repair times. The time updates every three minutes.
- A **Unit Availability** tab that lets users know at a glance if the district has enough assets ready to service customers.

- A **Customer Service Interruption (CSI) Events** tab that reveals recent downtime opportunities, supporting root cause analysis and coaching discussions.
- **Reducing cost burden** for smaller districts that cannot install the normal MSDO live board.

Recently, a new MSDO certification criteria went into effect for WM's maintenance sites. The new certification criteria uses a stepped approach, allowing locations to reach certifications – bronze, silver, then ultimately the gold/best in class ranking. The new MSDO certification criteria focuses on process improvements that reduce downtime, which ultimately results in decreased maintenance cost and improved service for Highland Beach.

## Maximizing Prevention, Minimizing Failures



WM makes every effort to provide uninterrupted service to our customers, but breakdowns and issues do occur. Highland Beach can be confident that WM has the necessary systems and measures in place to minimize the effects of vehicle and equipment failures.

From our tried-and-tested maintenance manual, to our regular quality control audits and self-inspections, to our swift response and repair time, we make the investments required to meet your expectations of the industry's leading service provider throughout the contract term.

## Waste Watch®

**ADDED SAFETY** is  
always a **VALUE ADD.**

### Collaborating with Local Law Enforcement to Keep Highland Beach's Neighborhoods Safe

Serving the same neighborhoods each week allows WM drivers to become familiar with their routes. This level of familiarity enables drivers to identify when a situation does not feel right. Our drivers are in a unique position to act as an extra set of eyes and ears on the street. This is why we implemented Waste Watch® and would introduce this program in Highland Beach as a value-added service.

The Waste Watch program formally teaches our drivers how to observe and report suspicious activity or an emergency to authorities. DriveCam® has also helps make our Waste Watch program successful, as drivers can manually start the camera if they witness an incident. WM developed Waste Watch in 2004 and has expanded the program to more than 270 communities nationwide and has been recognized by the National Sheriff's Association.



## RIGHT NEARBY THE TOWN OF HIGHLAND BEACH!

### Waste Management Driver Jean Frino Joseph Receives “Life Saving Award” from Delray Beach Police Department

WM driver Jean Frino Joseph was honored with the “Life Saving Award” by the Delray Beach Police Department on July 30.

Joseph was on a break near 280 West Linton Boulevard earlier this year when he observed a red car driven by an elderly woman filling with heavy smoke as she was driving to the rear of a nearby building. Joseph stopped the vehicle and urged the driver to exit immediately. Joseph, and another passerby (Bonifilio Javier Juarez Cruz), assisted the reluctant woman out of the car and carried her to safety. Moments later, the car was engulfed in flames. Joseph was commended for his “quick action and valor.” The citation read: “Your outstanding actions and professionalism are an excellent reflection on your organization. You truly represent “One Delray. One Community. One Police Department.”



### Frantcy Elysee, Driver

While servicing his Delray Beach neighborhood, WM Driver Frantcy Elysee saw an elderly woman lying on the ground. He stopped his truck, helped her up, and walked her back inside her home where family members called 911. The 95-year-old woman was bloodied and bruised but had no broken bones. The family was grateful that Frantcy intervened to assist.

### James Cassell, Driver




WM Driver James Cassell was servicing his Delray Beach neighborhood for recycling when he noticed 23-month-old Mason Tracy follow his father out of the garage door. Mason left his dad's side and ran to the stop sign and then into the path of oncoming traffic. James pulled his brake on, blew his horn, and ran from his truck to secure Mason in his arms. “We are very thankful that James was vigilant and sprang into action to keep Mason safe,” said his dad James.

# SAFETY ALWAYS.

## Equipment

*Provide a thorough and complete list of all equipment that shall be used to service the Town of Highland Beach and the age of each piece of equipment;*

### Vehicles Dedicated to Highland Beach

Town of Highland Beach Vehicle Plan (all existing and proposed vehicles are in WM's current fleet – ready to roll)				
Freightliner M2112 equipped with a McNeilus rear load body with cable (ID 312533)	2017 CNG	25cy Rear Loader for <b>Residential MSW</b> collections	1	
Autocar ACX64 equipped with a Heil split-compartment rear load body (ID 312910)	2019 CNG	25cy Rear Loader for <b>Residential Recycling</b> collections	1	
Autocar ACX 64 equipped with a Heil frontload body (ID 213588 & 216164)	2018 & 2022 CNG	28cy Front Load for <b>Commercial MSW</b> collections	2	
Autocar ACX 64 equipped with a Heil frontload body (ID 213955)	2019 CNG	28cy Front Load for <b>Commercial Recycling</b> collections	1	
Peterbilt 337 equipped with a Petersen Lightning Loader Body (ID 674603)	2016 Diesel	25cy Clamshell for manual Yard Waste collections	1	6 total trucks for current Highland Beach collections
<b>PROPOSED DOORSIDE SCENARIO</b> Add one (1) MSW Rear Loader (ID 312533)	2017 CNG	25cy Rear Loader for <b>Residential MSW</b> collections	+1	7 total trucks (one (1) additional REL for MSW plus all above vehicles)
<b>PROPOSED ASL SCENARIO</b> <b>PROPOSED ASL DOORSIDE SCENARIO</b> 2022 Autocar ACX64 equipped with a Heil Python body (ID 107474)	2022 CNG	28cy ASL for <b>Residential MSW</b>	+1	 7 total trucks replacing the added REL with one (1) ASL

### Current Fleet



**WM currently owns and houses 170 collection vehicles at its WM of Palm Beach hauling facility, where we also maintain a minimum of 10% reserve vehicles of all types that are assigned as needed to service our municipal customers.** Plus, WM currently holds the following resources in the tri-county area, each with a minimum of 10% reserve vehicles of all types:

- Palm Beach County: 170 trucks, 1 yard, 5 other facilities, over 250 employees
- Broward County: 202 trucks, 1 yard, 5 facilities, over 300 employees
- Miami-Dade County: 210 trucks, 1 yard, 6 facilities, over 500 employees



- Florida Market Area: Over 2,000 trucks, 32 hauling yards, 5,000 employees,

Additionally, WM owns more than 32,000 vehicles throughout North America; only WM has the resources to handle any unforeseen circumstance in the Town. WM will service Highland Beach with **newer model, clean-burning, environmentally friendly Compressed Natural Gas (CNG)-fueled trucks**. CNG is one of the cleanest fuels available for use in heavy-duty trucks and the environmental benefits are significant, **and only WM is the only hauler that currently services the Palm Beach County area with CNG-fueled trucks.**

## A Mission to Near-Zero Fleet Emissions

For more than two decades, WM has operated the largest heavy-duty natural gas truck fleet in North America – today, more than half of our 18,927 collection vehicles run on clean natural gas, avoiding the use of millions of gallons of diesel fuel per year.



Our mission to near-zero fleet emissions began in 1990 when WM worked with our equipment manufacturers to develop trucks powered by natural gas. In 2007, we committed to reducing our fleet's carbon dioxide emissions by 15% by 2020 by transitioning to cleaner vehicles and fuels and minimizing the number of miles our trucks travel each day. As a result of these focused efforts, we achieved our goal in just four years – by 2011.

Now, we are setting our vision to greater heights. WM is working toward a science-based target to cut fleet emissions by 45% – against a 2010 baseline – by 2038. This includes an interim goal for 70% of our collection fleet to use compressed natural gas (CNG) engines by 2025, with 50% running on even cleaner renewable natural gas (RNG). We are well on our way to achieving this goal, having already reduced collection and support fleet emissions by 43%.

To achieve our ambitious goals, we have invested more than \$3 billion in assets and infrastructure in fuel and routing technologies and moving forward we will invest nearly \$400 million annually in near-zero-emissions trucks.

## Compressed Natural Gas Trucks Mean Cleaner, Greener, Quieter Collections

WM is proud to service Highland Beach with a newer model fleet of vehicles that run on compressed natural gas (CNG). CNG is a fuel used in place of diesel gasoline that, when combusted, produces fewer undesirable gases than gasoline or diesel, resulting in improved air quality emissions.

CNG trucks emit nearly zero particulate emissions, reduce greenhouse gas (GHG) emissions by 15%, and cut smog-producing NOx emissions by 50% compared to the cleanest diesel trucks. In another effort to improve air quality, the engines automatically turn off after five minutes of idling to further reduce emissions and conserve fuel. CNG engines run much quieter than diesel trucks – many customers have commented that they cannot even hear our CNG trucks coming down the street.



**For every diesel truck we replace with natural gas, we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year - the equivalent of a 15 % emissions reduction per truck.**

While our “last generation” natural gas engine cuts smog-producing nitrogen oxide (NOx) emissions by up to 50% compared to the cleanest diesels, our new 2019 near zero emission natural gas engine (ISL-G “NZ”) is the cleanest heavy-duty engine ever certified by the California Air Resources Board (CARB) and the US Environmental Protection Agency (EPA).

WM helped pioneer this new engine with Cummins, and it now provides a 95% reduction in NOx emissions compared to the current 0.2 g NOx standard (EPA/CARB 2010) and a 94% reduction in NOx compared to the latest comparable diesel engine technology.

Furthermore, this new engine is already certified at 16% below the current GHG emission standard and is already 12% below the proposed 2027 standard.

### A More Efficient Network

Beyond reducing tailpipe emissions, we also reduce the footprint of our fleet through proactive and constantly monitored routing to make sure that every WM vehicle completes its service route in as few miles as possible and maximizes efficiency based on traffic patterns and the location of disposal and processing facilities.

The premise of efficient logistics is simple: a more efficient route means fewer miles traveled, which translates into reduced fuel consumption and associated emissions. Since 2017, WM's fleet has reduced miles driven by approximately 8.9 million miles annually. Optimizing routes not only reduces our environmental impact, it also increases the quality of our service: we miss fewer stops for our customers.

### Natural Gas Fueling Stations

Our transition to a natural gas fleet depends on the existence of fueling stations that support these types of engines. That is why a core element of our fleet transition strategy has been to build our own fueling infrastructure - both to refuel our own vehicles as well as to sell CNG to other commercial fleets and individuals at select locations.

Locally, WM invested more than \$500 million in CNG trucks and fueling stations in Florida alone, including a \$26 million investment in a state-of-the-art CNG fueling station and CNG-fueled trucks at our WM of Palm Beach Hauling District, bringing cleaner, quieter collection vehicles to Highland Beach.

We continue to grow our natural gas fueling infrastructure across North America, with fueling capabilities at 177 fueling stations, 25 of which are open to the public. WM owns and operates the stations, purchases the fuel, and finances the construction.

### Highland Beach's Next Generation Fleet with Even More Safety Features!

In addition to the safety features listed, we are excited to introduce tomorrow's truck, today.

Our collection vehicles exceed federal motor vehicle safety standards and are equipped with seven new safety features for an even safer Highland Beach.



## WM Fleet Preventive Maintenance Program

WM's preventive maintenance program ensures all of our vehicles perform at an optimal level so there are minimal service interruptions. Our entire fleet participates in a regular, preventive maintenance program that ranks among the most aggressive in the industry.

WM invests more than one-third of the cost of machinery and equipment in preventive maintenance on its vehicles. We have also established best practices for the preventive maintenance of our vehicles to ensure the safety of our drivers and rolling stock.

WM goes well beyond the Department of Transportation's (DOT) routine requirements (which require a full inspection every year) with our 150-hour maintenance program in which full inspections are conducted multiple times per year.

Effectively, WM conducts the equivalent of a DOT inspection on its vehicles every 150 hours.



Waste Management participates in the Voluntary Protection Program (VPP) Corporate Pilot overseen by OSHA.

## Fleet Maintenance Facility

Our WM of Palm Beach fleet maintenance facility has its own maintenance center to support our CNG fleet. The current maintenance property includes:

<ul style="list-style-type: none"><li>• 18 certified technicians</li><li>• A 10,000 square-foot maintenance shop that services 199 collection vehicles</li></ul>	<ul style="list-style-type: none"><li>• 12 repair bays</li><li>• Operates 19 hours per day Monday through Friday, and 10 hours on Saturday</li></ul>
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WM of Palm Beach

## Existing Containers

With more than 20 million customers throughout North America, WM holds the resources needed to effectively service our customers. As Highland Beach's current provider, all commercial customers currently have all needed mechanical containers already on site.

In addition, we have the following slant top mechanical containers at the ready, located at WM's South Florida Container Shop in Pembroke Pines, in Lantana, and at other WM South Florida facilities.

Shape	Volume	Slotted	Material	Ready	
Slant	1 YD	No	Metal	241	
Slant	2 YD	No	Metal	555	
Slant	2 YD	No	Plastic	2	
Slant	3 YD	No	Metal	252	
Slant	4 YD	No	Metal	45	
Slant	4 YD	No	Plastic	30	
Slant	6 YD	No	Metal	205	
Slant	8 YD	No	Metal	151	
<b>TOTAL EXTRA CONTAINERS</b>				<b>1,481</b>	

We also have (50) 2yd compactors at the ready.

**In short, WM holds 1,531 immediately available mechanical containers and compactors just in the South Florida area alone, with thousands more available throughout Florida and the country. Furthermore, our proactive approach to ordering containers provides Highland Beach with the assurance that we have the resources available to service our customers.**

Wastequip, WM's frequent source for dumpsters, provides Front End Load Containers (FELs) that are engineered using heavy gauge steel to withstand the stress of continued use. Standard models feature 12-gauge sides and 10-gauge bottoms, high density polyethylene lids and fully welded in-seams. Heavy duty models have 10-gauge sides and 7-gauge bottoms for added strength and durability. Containers are primed inside and outside to reduce corrosion. Wastequip containers meet ANSI safety specifications and dimensional standards for haulers. Wastequip has locations throughout North America, and regularly fulfills our container needs.



## Carts

### Cascade Carts: WM's Preferred Cart Supplier

#### Built for Highland Beach with Durability, Convenience, and Sustainability in Mind

In the event that Town chooses new carts, WM will partner with our preferred cart supplier, Cascade Cart Solutions, to manufacture and deliver new carts for Highland Beach immediately upon contract award. Our longtime partnership spans more than 30 years with more than 17 million Cascade carts set out for WM customers to date. Cascade prides itself on having top-of-the-class quality control and performance standards and workmanship is backed by a 10-year warranty. We have successfully utilized Cascade carts for customers throughout North America and will continue providing them to Highland Beach. Our partnership with Cascade Cart Solutions will ensure that Highland Beach will have replacement garbage and recycle carts readily available, meeting the specifications described in the RFP.

Primary features and benefits include:

- **Product Quality:** Cascade carts are produced using an injection molding process that allows for exact precision and product uniformity.
- **Durability:** Cascade carts are UV-stabilized and designed for optimal compatibility and functionality with both semi and fully automated lifter systems, including a wear strip to permanently protect the bottom of the cart from abrasion.
- **Customer Convenience:** Cascade carts are easy to handle and provide an excellent balance between stability and maneuverability.
- **Customizable Design Options:** Carts are available in 20 standard color options with hot stamping and large in-mold labels to display key program instructions.

#### Tested and Proven

**ISO9001**  
CERTIFIED

As the first U.S. waste container producer to be ISO 9001 registered, Cascade takes their commitment to quality manufacturing seriously. They test their carts beyond industry durability standards for performance. Cascade's cart testing procedures include:

- Cold impact test for lids and wheels
- Hot and cold wheel assembly tests
- Double pump cart tests, equivalent to three lifetimes

### Our Commitment to Closing the Recycling Loop

#### **NEW!** EcoCart™: A Visible Commitment to the Environment and Recycling

In the midst of market disruptions that are threatening recycling programs across North America, WM and Cascade Cart Solutions have teamed to create the EcoCart™ - the waste industry's first collection cart manufactured with at least 10% post-consumer plastic resin.



The EcoCart creates a closed loop system as it is manufactured with recycled residential curbside plastic - bulky, rigid plastics collected straight out of recycling programs across the country - without compromising durability or warranty standards. Additionally, the 96-gallon EcoCart is available in a wide range of colors.

WM is prioritizing the purchase of the EcoCart - one of our largest ever purchasing commitments - as part of a new commitment to the Association of Plastic Recyclers Demand Champion Program, which seeks to expand market demand for recycled resins and improve plastic recycling in North America.

Utilizing the EcoCart, Highland Beach can be a sustainability leader by being among the first communities to create a truly closed recycling loop with carts produced from consumer materials.

### Award-Winning EcoCart®

Cascade Engineering was awarded the Design for Recycling® award from the Institute of Scrap Recycling Industries (ISRI) for the EcoCart®. According to ISRI, early predictions indicate that through the manufacture of the EcoCart, 2.2 million pounds of post-consumer curbside recycled materials will be removed from the waste stream annually.



### Cascade is a Certified B Corporation

Cascade is proud to be part of a growing community of more than 2,000 Certified B Corps from 50 countries and over 130 industries that work together to redefine what success in business really means.

Using business as a force for good, “B Corps” meet rigorous standards in social and environmental performance, transparency, and legal accountability.

## Cart Sustainability

It only makes sense that the carts we provide Highland Beach for the collection of trash and recyclables should be made as environmentally responsible as they are durable, convenient, and long lasting. When selecting Cascade Cart Solutions as our proposed cart manufacturer for Highland Beach, we considered the following environmental benefits:

- **End-of-Life Cart Recovery and Recycling.** The thermoplastic resin used to make Cascade carts is recyclable at the end of the cart’s useful life. This helps create a closed loop system - reclaiming and recycling products at the end of their lifecycle for reuse in the production of new products.



- **Minimal Manufacturing Waste.** Cascade carts are injection molded and manufactured using thermoplastic resin. This allows the recyclability and reuse of any unused plastic and/or scraps. This reclaimed plastic can be melted down and reground for use in the manufacturing of new containers without compromising the structural integrity of the cart. This eliminates waste in the molding process and diverts waste from the landfill.

### Cart Warranty

As durable as these carts are, we do recognize that they can sometimes break. Our cart supplier, Cascade Cart Solutions, provides a 10-year warranty period from date of cart shipment. The warranty protects WM and Highland Beach from defects in materials and workmanship. In the event that a residential cart should break or require a replacement part through no fault of the resident, WM will repair or replace the cart at no charge to the resident within the City's specified time frame.

WM has a long-standing vendor history with Cascade and has successfully utilized their cart warranty when needed. We are confident that Cascade will stand behind their product quality.

Cascade's product warranty meets all Highland Beach specifications and can be found at:

<http://www.cascadeng.com/terms-warranties>.

Carts are available in multiple sizes and a wide range of colors for your choosing: WM green, black, dark blue, or grey.

### Cascade Certified as Women's Business Enterprise

Doing the right thing, the right way guides everything we do, every day. This includes embracing and cultivating a diverse workforce. Likewise, we believe that our suppliers are an extension of our workforce.

WM is happy to include Cascade Engineering, Inc. to our growing list of diverse suppliers as Cascade received formal certification by the Women's Business Enterprise National Council as a woman owned, operated, and controlled business.

Supporting diversity among our suppliers will help us build a world-class supplier network - a network truly capable of providing WM customers and communities with the best, most innovative, and cost-effective solutions.

Sample Waste Management Carts			
35-gallon carts	35-Gallon Capacity	64-gallon carts	64 Gallon Capacity
	EcoCart		EcoCart
	H: 37.5", W: 19", D 23.75"		H: 41.5", W: 24", D 27"
	122.5 pounds		224 pounds
	7 carts/stack		9 carts/stack
	Manufactured with at least 10% post-consumer resin		Manufactured with at least 10% post-consumer resin



In the event that Highland Beach chooses new carts, we would work with the Town to create a list of the number of carts required in each size, to eliminate the need for residents to call in with individual requests and facilitate the delivery effort. We will provide assembled carts directly to the residents within five (5) business days of receiving the request. We will store an adequate supply for replacements and/or new requests.



#### 4. ABILITY TO PROVIDE DOORSIDE COLLECTION



**Highland Beach, March 2023**

*Photo by Shiraz Kashar, WMIF Community  
Outreach and Education*





## 4. ABILITY TO PROVIDE DOORSIDE COLLECTION

### Above and Beyond Collection Approach

*Describe your capability and plan to provide Townwide Doorside Waste and Recycling Collection for accessible single-family homes and multi-family structures of four (4) units or less. If you cannot offer this service, please clearly state so.*



If the Town of Highland Beach elects to provide doorside collection, WM will make provisions to do exactly that. We will adapt current routines to deliver Townwide doorside waste and recycling collection for accessible single-family homes and specified multi-family units.

We recognize that this is a different level of collection, and that there is a need to add an additional vehicle, along with labor, to ensure that we meet the specified collection timeframes. Doorside service would entail the collection team to spend additional time at each property accessing, moving, dumping, and returning containers to their original location. Routes are established and crews would be assembled to accomplish this.

Included again here is our most recent doorside service implementation for your review. Gulf Stream utilizes three (3) two-man teams and our successful implementation provides evidence of our experience with a similar coastal town.



#### Town of Gulf Stream

100 Sea Road, Gulf Stream, FL 33483

Greg Dunham, Town Manager

(561) 276-5116 | gdunham@gulf-stream.org

#### MANUAL DOORSIDE

MSW, REC, YW, BLK,  
COMM, RO

1993 to  
present

387

~\$250K

EF

And as mentioned earlier, WM would add the following vehicle from our fleet to Highland Beach's currently assigned trucks.

PROPOSED DOORSIDE SCENARIO	2017	25cy Rear Loader for		7 total trucks (one (1) additional
Add one (1) MSW Rear Loader (ID 312533)	CNG	<b>Residential MSW</b> collections	+1	REL for MSW plus all current vehicles

Whatever Highland Beach decides, we will collaborate with the Town to launch a customized education campaign to announce enhanced services. Samples follow for illustration purposes only.



## We're rolling out something big(ger)

**NEW 64-or 35-gallon refuse carts for automated collections  
for Highland Beach residents!**

**Weekly collections – Just like you're used to – only better!**



### New Service Starts In June 2023, for all Highland Beach Residents

Dear Highland Beach Residents,

WM is proud to remain your  
environmental service provider!

NEW wheeled carts with lids will be used  
for your garbage collections.

Help keep Highland Beach clean by  
placing all waste in your carts with the  
lids closed.

Your pickup day for trash and recycling  
will remain the same.



## EMAIL, CHAT OR CALL

As Highland Beach's waste provider, we want to  
make it as easy as possible for you to contact us  
at your convenience.

### ANYTIME - ANYWHERE - ANY DEVICE

Reach WM to report a  
missed pickup, schedule a cart repair,  
or order an additional cart.

Email: [CustomerService@wm.com](mailto:CustomerService@wm.com)

Chat: [www.wm.com](http://www.wm.com)

Call toll-free: (800) 866-4460





## 5. TRANSITION PLAN

Our Commitment to Highland Beach – A Risk-Free Implementation

Execution of Highland Beach's Operational / Transition Plan

Sample Transition Timeline of Implementation Tasks



Highland Beach, March 2023

Photo by Shiraz Kashar, WMIF Community Outreach and Education





## 5. TRANSITION PLAN

### A Seamless Implementation with a Trusted Partner

*Your proposed strategy to ensure a smooth transition;*

### Our Commitment to Highland Beach – A Risk-Free Implementation








Throughout our 20+-year partnership with Highland Beach, WM has shown our dedication to continuous improvement - better processes, more efficient procedures, and investments in technologies that enhance our collection capabilities and customer service. Transitioning service providers would require rebuilding a successful program from the ground up. With all service requirements already in place, our team is able to concentrate on delivering dependable collection and enhancing our customers' experience.

The benefits to Highland Beach for continuing to work with WM are comprehensive. We offer:

- WM. Established and reliable collection services.** We already have the vehicles, collection equipment, operations site, fueling station, processing facilities, account data, and systems in-place to offer a risk- and disruption-free implementation.
- WM. Invaluable experience.** Our experienced drivers know every road and customer in your community and our knowledgeable customer service staff is already well-versed in Highland Beach contract terms and service offerings, and what residents want and need to know.
- WM. Existing relationships.** Over the years, WM staff members have worked hard to become a trusted community partner. We have built meaningful relationships with Town leadership and staff, our customers, and local groups and organizations, and will continue to support the vitality of the Highland Beach community.
- WM. A commitment to continuous improvement.** We seek to continuously improve our service and offer the latest technologies and innovations in sustainability and integrated operational technology. Our onboard technology allows us to manage routes and customer pick-ups in near real time and seamlessly connect operations with customer service and dispatch – all leading to greater service accuracy for our customers.
- WM. No matter if the Town continues with the current service level, or chooses to implement any collection changes, Highland Beach can be assured that we will manage the contract implementation with meticulous care. We have outlined our approach to the most critical components of the new contract implementation, **offering a seamless transition with no service day changes or disruption to residents.****



Core Collection Equipment and Resources		
	WM Competency	Benefits to Highland Beach
<b>Drivers</b> 	<p>WM currently serves Highland Beach with a team of 11 CDL drivers, who have all successfully completed rigorous safety and customer service training requirements, the most comprehensive in the industry. We keep 3 on call, swing drivers/helpers for when needed.</p>	<ul style="list-style-type: none"> <li>• Safer, more experienced drivers in your community</li> <li>• Existing customer knowledge and personalized customer service</li> <li>• No driver learning curve resulting in fewer missed pick-ups</li> </ul>
<b>Trucks</b> 	<p>WM's fleet of collection vehicles are already in place. All our vehicles are subject to daily preventive maintenance and safety inspections. Our fleet is maintained to the highest safety standards and is fully compliant with local and federal safety standards.</p>	<ul style="list-style-type: none"> <li>• Trucks are not subject to manufacturing delays and are guaranteed ready-to-roll on Day 1 of the new contract</li> <li>• Clean-burning, environmentally friendly, CNG-fueled vehicles already servicing Highland Beach</li> </ul>
<b>Containers</b> 	<p>Existing equipment inventory includes adequate quantities of all required cart and container sizes allowing for deliveries and swaps to be successfully conducted each day, with a skilled and efficient container delivery team already in place.</p>	<ul style="list-style-type: none"> <li>• Zero hassle and customer confusion associated with swapping out carts and containers, as a skilled cart delivery team is already in place</li> <li>• No chance of commercial customers experiencing service delays due to carts or containers not being delivered on-time</li> <li>• Clean, well-maintained carts and containers</li> </ul>
<b>Routes &amp; Customer Data</b> 	<p>WM collection routes are already in place, created with eRouteLogistics® software and take into account local traffic patterns, truck capacity and disposal locations.</p>	<ul style="list-style-type: none"> <li>• No missed pick-ups associated with customer confusion caused by collection day changes</li> <li>• Local knowledge of routes eases transition for any new services selected</li> <li>• Less wear and tear on Town streets</li> </ul>
<b>Onboard Computing System (OCS)</b> 	<p>Each of the 6 collection trucks that currently service Highland Beach is already equipped with onboard tablets that display drivers' exact routes, all scheduled collections, and relevant account notes such as container placement. The tablets include GPS technology that allows managers to capture route data in real-time.</p>	<ul style="list-style-type: none"> <li>• Customers can obtain a collection estimated time of arrival</li> <li>• Collection statuses minimize the opportunity for missed collections</li> <li>• Provides customer service agents with near-real time field data to assist with customer service calls/interactions</li> </ul>

## Critical Collection Equipment and Resources in Place Today

At the core of successful implementation is a combination of experience, careful planning, thoughtful staffing, and clear communication at every level. All of WM's collection equipment and resources are already in place, eliminating any opportunity for customer disruption associated with a new contract implementation.

Should Highland Beach elect any new services, WM will be ready to implement any service level changes immediately. Senior District Manager Fred Harmon, with 22 years of industry experience, will lead the transition team and will provide a detailed timeline for phases of transition if any new services are elected. With resources already in place, any service transition with WM will be smooth.

As the Town's current provider, only WM can provide absolutely seamless transition with a new franchise agreement, as residents and businesses will enjoy the same service schedule as currently in place. However, WM is the hands-down leader in transitions, providing more service transitions through the decades than any other service provider. For your reference, we have provided our detailed timeline to demonstrate how WM executes a transition of service. Please see page 55-57.

*Your strategy to meet or exceed the current level of service;*

**WM is proud to be Highland Beach's provider and aims to keep your business. Our strategy to meet or exceed the current level of service is to capitalize on our intimate knowledge of the Town, enabling us to continue uninterrupted while focusing immediately on the Town's new selections and deliver any modifications exactly as specified.**

We have attempted to illustrate why industry trends are moving to one-man automated trucks but are fully prepared to staff whatever selection Highland Beach makes to provide personalized service to your community and residents. We recognize your continuous pursuit of an elevated quality of life in Highland Beach, and we look for opportunities to enhance our services to meet or exceed your requests.

Knowing our customers' needs and continuing to build on our existing relationships, will elevate the level of service we can provide to the Town of Highland Beach. The "little things" that our driver teams do (picking up litter, replacing cans/bins to their original locations) may seem insignificant, but their impact of taking care of the Town leaves a great impression of our service.

*Describe in detail your process to transition billing from the current provider to your company;*

**With WM as your provider there will be no transition of billing.**

*Identify the group of individuals who will oversee the execution of the transition plan and provide a brief resume for each;*

Please refer to WM's Highland Beach Operations Management Team presented on pages 11-13. Fred Harmon, our Senior District Manager and Barbara Herrera, the Town's Project Manager will lead the WM Transition team. Roger Seenath, District Manager, along with Christopher Rodriguez and Carlos Diaz our Operations managers will coordinate the efforts of Route Managers, Technicians and Drivers who will all be versed in whatever transition the Town selects.

*Identify equipment, personnel, and schedule for delivering containers to all residents;*

**Equipment:** Highland Beach's trucks are currently allocated, and we have vehicles ready to service any of the Town's options. Exact cart models and sizes will be ordered as soon as/if the Town elects new services.

**Personnel:** Your WM Team named above is experienced and ready to coordinate the receipt of new carts and the subsequent delivery to your residents. We will need to determine a staging facility for cart receipt and assembly, and from there will dispatch carts on regularly scheduled collection days.

**Schedule:** Upon execution of the agreement, we will work with our cart vendor's staff to design a prototype for Highland Beach. The timeline will be subject to supply chain status, but our volumes typically result in expedited timelines whenever possible. Depending on volume, current delivery has been running at roughly 10-12 weeks and would be confirmed/modified once an order is placed.

We will coordinate with Highland Beach staff to announce the new carts and prepare for the swap where the old will be removed and the new cart delivered on resident's current service days. Critical milestones will include the following.

- Development and Town-approval of all cart/container graphics/messaging
- Procurement of cart inventory
- Finalize removal, assembly, delivery, vendor staging facility, and schedule
- Conduct cart and container transition

Once finalized, we will work with the Town to kick off the big news with flyers and social media. Our design team will provide templates that can be customized for the Town's use.

*Describe how the delivery of containers will be conducted in coordination with the removal or use of existing containers used by residents;*

Carts will be received at a preapproved, amply sized, well-lit staging facility. There they will be assembled by our personnel and then grouped for transportation to customer locations. Typically, we deploy a delivery vehicle that arrives just after the collection truck. The emptied cart is removed if necessary and a new cart left in its place, either curbside or doorside depending on Town decisions.

We worked with Martin County, one of our references, to successfully deliver thousands of new recycling carts. The Martin County Fairground was used as the staging facility and from there delivery was staggered over several weeks until all 40,000+ carts were placed in service.

*Provide a timeline for the transition;*

If Highland Beach keeps the current services, there will be minimal transition if any, because all assets are in place, personnel assigned, routes established, and service would continue uninterrupted.

If the Town elects to offer Townwide doorside service, we have the additional truck ready and would need only to adjust the timing of existing routes to ensure service delivery within the required hours for collection.

If the automated collection option is selected we will need to deliver selected carts to designated residences and provide ample notice to all residents for the change in service. Routes will be adjusted to accommodate increased efficiencies but there would be minimal if any disruption for customers. The timeline for cart delivery will be subject to manufacturing schedules.



Regardless of service selections, WM will coordinate with Town staff to create and distribute public outreach materials to announce a new contract with its relevant details. Sample outreach materials are provided on page 49.

## Execution of Highland Beach's Operational / Transition Plan



Generally speaking, we build from the more than 50 years of experience we have with service transitions; to customize our operational tasks and timeline to Highland Beach needs. Whether we are providing all new carts and adding new services or if we are keeping most items status quo, we still review each operation and service requirement to validate we are 100% ready to roll on schedule.

Major implementation tasks for Highland Beach include:

- Implementation meetings, coordination, and course correction
- Cart deliveries, as needed
- Driver screening, hiring, and training for Highland Beach, as needed
- Review of existing routes and re-balancing if needed
- Contingency planning

These tasks are described in more detail below. A sample timeline of implementation tasks is also included.

### Implementation Meetings, Coordination and Course Correction

WM's internal Highland Beach team will meet weekly throughout planning and implementation. At the onset, these meetings will include our regional team of experts. As the contract start date approaches, the local district operations team will meet daily to review the most critical components of service delivery.

Our team is committed to keeping Highland Beach informed of our implementation progress, and we will ask for your feedback as we customize our transition efforts to reflect the needs of your community. For example, if a proposed communication or outreach method is not working or does not make sense, we are not afraid to scratch the idea and discuss an alternative. From the onset of our transition, we propose meeting with the Town staff regularly to review key implementation milestones, our progress, and any proposed changes. We can start with monthly meetings initially, and increase the frequency, if needed.



Safety Meeting - WM of Palm Beach

### Cart and Container Deliveries

With direction from the Town with regard to the model and design, we will stock an adequate inventory of replacement carts and containers by the start of a new contract.

### Driver Screening, Hiring, and Training

Through our existing recruiting and hiring efforts, we screen driver applicants weekly, and we maintain a list of candidates to hire when positions become available. Qualified driver applicants must undergo a



comprehensive background check – the most aggressive in the industry – as well as fingerprinting and drug testing before joining our team.

At WM, new drivers participate in more than 90 hours of classroom and in-field new hire training – regardless of prior, relevant experience. Prior to a new contract, all Highland Beach drivers receive contract-specific training that includes a review of our implementation education efforts, materials, and resources, as well as information regarding Highland Beach’s unique service requirements, collection offerings, and contractual requirements.

### Onboard Tablets Eliminate Learning Curve

Each of the Town collection trucks will be equipped with onboard tablets that display the driver’s exact route, all scheduled collections, and relevant account notes such as container placement. The tablets include GPS technology that allows drivers to capture route data in real-time.

Collection statuses minimize the opportunity for missed collections.

### Contingency Planning

Our longstanding supplier relationships, smart technologies, and our regional network of equipment and personnel make it possible to carry on with collections should a delay or unexpected event occur during a new contract implementation. Key contingency plans address:

- **Staffing.** Additional route management staff will be brought in from surrounding districts to provide in-field support during our implementation period. Any new drivers hired to serve Highland Beach will have completed their six-week training at least two weeks prior to our start date. Our staffing plan includes personnel to fill in for employees who are sick, on vacation, in training, or to provide extra help due to spikes in collection volume.
- **Carts.** We build in a 30-day buffer between when equipment begins to arrive and when we anticipate customer requests. Our selected suppliers have multiple manufacturing locations, and our order can be reassigned to a backup facility should the primary production facility experience a delay.
- **Customer Service.** Our CSRs will be available to assist Town staff in answering any questions regarding any transition to new services.

### Sample Transition Timeline of Implementation Tasks

The following sample timeline illustrates the meticulous planning that WM utilizes for any transition. We collaboratively customize and complete this schedule with Town staff once dates and services are selected and finalized. This chart is provided for your reference.

Tasks	Start Date	Completion Date
Notice of award		
Contract negotiations		
Council contract execution		
Operations		
Carts and Containers		
<ul style="list-style-type: none"> <li>• Development and Town-approval of all cart/container graphics/messaging</li> </ul>		

Tasks	Start Date	Completion Date
<ul style="list-style-type: none"> <li>Procurement of cart inventory</li> </ul>		
<ul style="list-style-type: none"> <li>Finalize removal, assembly, delivery, vendor staging facility, and schedule</li> </ul>		
<ul style="list-style-type: none"> <li>Conduct cart and container transition</li> </ul>		
<b>Trucks and Fueling</b>		
<ul style="list-style-type: none"> <li>Place order for new collection vehicles</li> </ul>		
<ul style="list-style-type: none"> <li>Develop and seek approval of contract-specific truck signage</li> </ul>		
<ul style="list-style-type: none"> <li>Delivery of new collection vehicles</li> </ul>		
<ul style="list-style-type: none"> <li>Conduct pre-implementation vehicle and onboard computer testing</li> </ul>		
<b>Routing</b>		
<ul style="list-style-type: none"> <li>Develop routes using existing routes where possible</li> </ul>		
<ul style="list-style-type: none"> <li>New route field-testing (prior to go-live)</li> </ul>		
<ul style="list-style-type: none"> <li>Creation of final route maps</li> </ul>		
<b>Staffing</b>		
<ul style="list-style-type: none"> <li>Conduct driver recruitment, interviews, and screening</li> </ul>		
<ul style="list-style-type: none"> <li>Conduct classroom-based driver training and onboarding</li> </ul>		
<ul style="list-style-type: none"> <li>Conduct field-based driver training</li> </ul>		
<b>Data Integrity and Ongoing Data Transfer Requirements</b>		
Coordinate and conduct data transfers with outgoing service provider		
Audit and verify data accuracy, upload to MAS, and assign WM account numbers, and if applicable link each account to its respective Town-account number		
Request and establish codes for all services		
Establish ongoing data transfer, reporting, and Town-invoice protocols with Highland Beach		
<b>Contract Compliance</b>		
Develop comprehensive contract compliance checklist for implementation		
Establish reporting process and template in accordance with contract specifications		
Renew local business license, insurance, and performance bond		
Review all updates to <a href="http://wm.com">wm.com</a> and Town website for accuracy and compliance with contract terms and maximize cross-promotion		
<b>Customer Experience</b>		
Update Green Pages to reflect changes to contract requirements and new services		
Review and approve Green Pages with all key departments		
Upload all transition public education materials to Green Pages for CSRs' reference		
Develop detailed new contract curriculum		

Tasks	Start Date	Completion Date
Management conducts pre-implementation training		
Management conducts small group CSR training with emphasis on new contract terms and new services		
New Green Pages content goes-live		
<b>Public Outreach and Communication Efforts</b>		
<b>Communication with the Town</b>		
<ul style="list-style-type: none"> <li>Present implementation programs, services, and timeline to Town Council at a scheduled time</li> </ul>		
<ul style="list-style-type: none"> <li>Schedule month or bi-weekly meetings with key implementation staff and Town contacts</li> </ul>		
<ul style="list-style-type: none"> <li>Designate a dedicated implementation contact for the Town's Public Information Officer</li> </ul>		
<ul style="list-style-type: none"> <li>Finalize strategic communications plan with emphasis on promotion of new services and attain feedback/approval</li> </ul>		
<ul style="list-style-type: none"> <li><b>Communication with Residents</b></li> </ul>		
<ul style="list-style-type: none"> <li>Design and distribute Welcome Postcard</li> </ul>		
<ul style="list-style-type: none"> <li>Conduct media outreach with the Highland Beach Public Information Officer</li> </ul>		
<ul style="list-style-type: none"> <li>Continually update <a href="http://wm.com">wm.com</a> with key service info</li> </ul>		
<ul style="list-style-type: none"> <li>Conduct commercial/multi-family site visits</li> </ul>		
<ul style="list-style-type: none"> <li>Design and distribute customer Welcome Packet</li> </ul>		
<ul style="list-style-type: none"> <li>Design and distribute collection cart delivery promotional materials</li> </ul>		
<ul style="list-style-type: none"> <li>Design and order supply of enforcement tags/ "oops" tags</li> </ul>		
<ul style="list-style-type: none"> <li>Design and order supply of cart labels</li> </ul>		
<ul style="list-style-type: none"> <li>Pitch press releases with new contract start date, new programs, and other important transition information</li> </ul>		
<ul style="list-style-type: none"> <li>Conduct community meetings to distribute educational materials and allow residents an opportunity to ask questions</li> </ul>		
<ul style="list-style-type: none"> <li>Update Town webpage with new Welcome Packet materials, new service information, and transition announcements</li> </ul>		



## 6. TOTAL OF FEES OVER FIVE-YEAR PERIOD

### Rate Forms



Highland Beach, March 2023

Photo by Shiraz Kashar, WMIF Community  
Outreach and Education



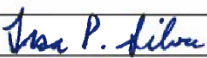


# 6. TOTAL OF FEES OVER FIVE-YEAR PERIOD

Exceptional Service - Excellent Value

PRICES SET FORTH ABOVE ARE FIRM PROPOSALS AND ARE NOT SUBJECT TO PRICE ADJUSTMENT UNLESS THE AGREEMENT IS AMENDED.

ATTEST:

  
Signature

LISA P. SILVA, ASST. SEC.


Title

February 27, 2023

Date

PROPOSER:

Waste Management Inc. of Florida

  
Signature

David M. Myhan, President

Title

February 27, 2023

Date

59

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Page 132





# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## Waste Management Inc. of Florida

CURBSIDE PICKUP SERVICE WITH THREE MAN CREW							
<u>Single Family</u> with 35 and/or 65 Gallon Refuse Cart; and Dual Stream 18 Gallon Recycle Bins and/or 95 Gallon Recycle Carts - <u>Estimated Number of Units: 240</u>	Services Fees- Per Unit/Monthly						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	REN. 1	REN. 2
1. Solid Waste- 2x/week	13.62	14.57	15.59	16.69	17.85	19.10	20.44
2. Recyclables- 1x/week	8.98	9.61	10.28	11.00	11.77	12.59	13.48
3. Yard Trash- 1x/week	5.16	5.52	5.91	6.32	6.76	7.24	7.74
4. Bulk Trash- 1x/week	Included	Included	Included	Included	Included	Included	Included
SCORED - Total Curbside (sum of rows 1-4 for years 1-5)	27.76	29.70	31.78	34.01	36.38	38.93	41.66
5. Townwide Doorside Pickup (Additional fee)	91.24	97.63	104.46	111.77	119.60	127.96	136.92
<u>Multi-Family (4 units or less)</u> with 35 and/or 65 Gallon Refuse Cart; and Dual Stream 18 Gallon Recycle Bins and/or 95 Gallon Recycle Carts - <u>Estimated Number of Units: 320</u>	Services Fees- Per Unit/Monthly						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	REN. 1	REN. 2
1. Solid Waste- 2x/week	13.62	14.57	15.59	16.69	17.85	19.10	20.44
2. Recyclables- 1x/week	8.98	9.61	10.28	11.00	11.77	12.59	13.48
3. Yard Trash- 1x/week	5.16	5.52	5.91	6.32	6.76	7.24	7.74
4. Bulk Trash- 1x/week	Included	Included	Included	Included	Included	Included	Included
SCORED - Total Curbside (sum of rows 1-4 for years 1-5)	27.76	29.70	31.78	34.01	36.38	38.93	41.66
5. Townwide Doorside Pickup (Additional fee)	91.24	97.63	104.46	111.77	119.60	127.96	136.92
<u>Multi-Family Condominium (&gt; 4 units)</u> with Container (non-compacting) and	Services Fees- Per Unit/Monthly						





# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## Waste Management Inc. of Florida

Multi-Family Condominium (> 4 units) with Container (non-compacting) and Dual Stream 95 Gallon Recycle Containers - <u>Estimated Number of Units: 3,950</u>	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	REN. 1	REN. 2
1. Solid Waste- 2x/week June 1- October 31; 3x/week November 1- May 31st	12.47	13.34	14.27	15.27	16.34	17.48	18.70
2. Recyclables- 2x/week	4.16	4.45	4.76	5.09	5.45	5.83	6.24
3. Yard Trash- 1x/week	NA	NA	NA	NA	NA	NA	NA
4. Bulk Trash- 1x/week	NA	NA	NA	NA	NA	NA	NA
<b>SCORED - Total Curbside (sum of rows 1-4 for years 1-5)</b>	<b>16.63</b>	<b>17.79</b>	<b>19.03</b>	<b>20.36</b>	<b>21.79</b>	<b>23.31</b>	<b>24.94</b>
Commercial Monthly Service Rates (compacting containers)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	REN. 1	REN. 2
Container Collection Rate (per yard) <b>Disposal Not Included</b>	9.34	9.99	10.69	11.44	12.24	13.10	14.02
Compactor Collection Rate (12 cubic yards or less)	11.68	12.50	13.38	14.32	15.32	16.39	17.54
Compactor Collection Rate (> 12 cubic yards)	335.84	359.35	384.50	411.42	440.22	471.04	504.01
Refuse Container Monthly Rental/Maintenance	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	REN. 1	REN. 2
1 Cubic Yard	22.00	23.54	25.19	26.95	28.84	30.86	33.02
2 Cubic Yard	24.00	25.68	27.48	29.40	31.46	33.66	36.02
3 Cubic Yard	26.00	27.82	29.77	31.85	34.08	36.47	39.02
4 Cubic Yard	28.00	29.96	32.06	34.30	36.70	39.27	42.02
6 Cubic Yard	30.00	32.10	34.35	36.75	39.32	42.07	45.01
8 Cubic Yard	32.00	34.24	36.64	39.20	41.94	44.88	48.02
10 Cubic Yard	34.00	36.38	38.93	41.66	44.58	47.70	51.04
Special Services	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	REN. 1	REN. 2
Gate Service	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge





# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## Waste Management Inc. of Florida

Roll Out Fees (< 15 feet)	10.00	10.70	11.45	12.25	13.11	14.03	15.01
Roll Out Fees (> 15 feet)	14.00	14.98	16.03	17.15	18.35	19.63	21.00
35 Gal. Container (per) [Optional]	90.00	96.30	103.04	110.25	117.97	126.23	135.07
65 Gal. Container (per) [Optional]	100.00	107.00	114.49	122.50	131.08	140.26	150.08
Town Logo Hot Stamp on Containers (per container) [Optional]	NA	NA	NA	NA	NA	NA	NA
Locks for Containers (per lock)	12.00	12.84	13.74	14.70	15.73	16.83	18.01
Unlocking/Locking Containers (per occurrence)	2.00	2.14	2.29	2.45	2.62	2.80	3.00
Supplying (and retrofitting) locking mechanism on container	55.00	58.85	62.97	67.38	72.10	77.15	82.55
Adding wheels to or changing wheels on Containers (per wheel)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Adding lids to or changing lid(s) on Containers (per pair)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Moving Container Location per Customer request	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Changing out sizes of containers	55.00	58.85	62.97	67.38	72.10	77.15	82.55
Added Scheduled Pick-ups for Containerized Customers (more than 2 off-peak, 3 peak)	Same as Applicable Commercial Collection Rates.						
Added Unscheduled (not including "on-call") Pick-Ups for Commercial Customers	\$30 special service fee plus applicable commercial & disposal rates per dumpster						
Added Recycling Container Collections per customer account	Same as applicable commercial collection rates (no disposal)						
Doorside Service (Medically Necessary)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge





# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## Waste Management Inc. of Florida

CURBSIDE PICKUP SERVICE WITH AUTOMATED SIDELOAD (ASL) VEHICLE							
Single Family with 35 and/or 65 Gallon Refuse Cart; and Dual Stream 18 Gallon Recycle Bins and/or 95 Gallon Recycle Carts - <u>Estimated Number of Units: 240</u>	Services Fees- Per Unit/Monthly						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	REN. 1	REN. 2
1. Solid Waste- 2x/week	9.03	9.66	10.34	11.06	11.83	12.66	13.55
2. Recyclables- 1x/week	7.92	8.47	9.06	9.69	10.37	11.10	11.88
3. Yard Trash- 1x/week	5.90	6.31	6.75	7.22	7.73	8.27	8.85
4. Bulk Trash- 1x/week	Included	Included	Included	Included	Included	Included	Included
SCORED - Total Curbside (sum of rows 1-4 for years 1-5)	22.85	24.44	26.15	27.97	29.93	32.03	34.28
Multi-Family (4 units or less) with 35 and/or 65 Gallon Refuse Cart; and Dual Stream 18 Gallon Recycle Bins and/or 95 Gallon Recycle Carts - Estimated Number of Units: 320	Services Fees- Per Unit/Monthly						
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	REN. 1	REN. 2
1. Solid Waste- 2x/week	9.03	9.66	10.34	11.06	11.83	12.66	13.55
2. Recyclables- 1x/week	7.92	8.47	9.06	9.69	10.37	11.10	11.88
3. Yard Trash- 1x/week	5.90	6.31	6.75	7.22	7.73	8.27	8.85
4. Bulk Trash- 1x/week	Included	Included	Included	Included	Included	Included	Included
SCORED - Total Curbside (sum of rows 1-4 for years 1-5)	22.85	24.44	26.15	27.97	29.93	32.03	34.28





# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## Waste Management Inc. of Florida

<b>Multi-Family Condominium (&gt; 4 units) with Container (non-compacting) and Dual Stream 95 Gallon Recycle Containers - <u>Estimated Number of Units: 3,950</u></b>	<b>Services Fees- Per Unit/Monthly</b>						
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>REN. 1</b>	<b>REN. 2</b>
1. Solid Waste- 2x/week June 1- October 31; 3x/week November 1- May 31st	11.42	12.22	13.08	14.00	14.98	16.03	17.15
2. Recyclables- 2x/week	3.81	4.08	4.37	4.68	5.01	5.36	5.74
3. Yard Trash- 1x/week	NA	NA	NA	NA	NA	NA	NA
4. Bulk Trash- 1x/week	NA	NA	NA	NA	NA	NA	NA
<b>SCORED - Total Curbside (sum of rows 1-4 for years 1-5)</b>	15.23	16.30	17.45	18.68	19.99	21.39	22.89
<b>Commercial Monthly Service Rates (compacting containers)</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>REN. 1</b>	<b>REN. 2</b>
Container Collection Rate (per yard) <b>Disposal Not Included</b>	9.34	9.99	10.69	11.44	12.24	13.10	14.02
Compactor Collection Rate (12 cubic yards or less)	11.68	12.50	13.38	14.32	15.32	16.39	17.54
Compactor Collection Rate (> 12 cubic yards)	335.84	359.35	384.50	411.42	440.22	471.04	504.01
<b>Refuse Container Monthly Rental/Maintenance</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>REN. 1</b>	<b>REN. 2</b>
1 Cubic Yard	22.00	23.54	25.19	26.95	28.84	30.86	33.02
2 Cubic Yard	24.00	25.68	27.48	29.40	31.46	33.66	36.02
3 Cubic Yard	26.00	27.82	29.77	31.85	34.08	36.47	39.02
4 Cubic Yard	28.00	29.96	32.06	34.30	36.70	39.27	42.02
6 Cubic Yard	30.00	32.10	34.35	36.75	39.32	42.07	45.01
8 Cubic Yard	32.00	34.24	36.64	39.20	41.94	44.88	48.02
10 Cubic Yard	34.00	36.38	38.93	41.66	44.58	47.70	51.04
<b>Special Services</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>REN. 1</b>	<b>REN. 2</b>







# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## Waste Management Inc. of Florida

Gate Service	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Roll Out Fees (< 15 feet)	10.00	10.70	11.45	12.25	13.11	14.03	15.01
Roll Out Fees (> 15 feet)	14.00	14.98	16.03	17.15	18.35	19.63	21.00
35 Gal. Container (per) [Optional]	90.00	96.30	103.04	110.25	117.97	126.23	135.07
65 Gal. Container (per) [Optional]	100.00	107.00	114.49	122.50	131.08	140.26	150.08
Town Logo Hot Stamp on Containers (per container) [Optional]	NA	NA	NA	NA	NA	NA	NA
Locks for Containers (per lock)	12.00	12.84	13.74	14.70	15.73	16.83	18.01
Unlocking/Locking Containers (per occurrence)	2.00	2.14	2.29	2.45	2.62	2.80	3.00
Supplying (and retrofitting) locking mechanism on container	55.00	58.85	62.97	67.38	72.10	77.15	82.55
Adding wheels to or changing wheels on Containers (per wheel)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Adding lids to or changing lid(s) on Containers (per pair)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Moving Container Location per Customer request	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Changing out sizes of containers	55.00	58.85	62.97	67.38	72.10	77.15	82.55
Added Scheduled Pick-ups for Containerized Customers (more than 2 off-peak, 3 peak)	Same as Applicable Commercial Collection Rates.						
Added Unscheduled (not including "on-call") Pick-Ups for Commercial Customers	\$30 special service fee plus applicable commercial & disposal rates per dumpster						
Added Recycling Container Collections per customer account	Same as applicable commercial collection rates (no disposal)						
Doorside Service (Medically Necessary)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge



## 7. REFERENCES

Southwest Ranches

Hypoluxo

Martin County

SWA Zones 2 and 5

Delray Beach

South Florida Municipal Partners



Highland Beach, March 2023

Photo by Shiraz Kashar, WMIF Community  
Outreach and Education





## 7. REFERENCES

### Committed to Going Above and Beyond to Serve Highland Beach

We provide our featured references here on the required form and reiterate our complete list of references that truly reflect our service excellence in South Florida.

REFERENCES FOR <u>Waste Management Inc. of Florida</u> (NAME OF FIRM)		
1.Owner/Client Name:		
Greg Dunham, Town Manager		
Name and Location of Project:		
Town of Gulf Stream, 100 Sea Road, Gulf Stream, FL 33483		
Phone:	Fax:	E-Mail:
(561) 276-5116   gdunham@gulf-stream.org		
2.Owner/Client Name:		
Michael Brown, Mayor		
Name and Location of Project:		
Town of Hypoluxo, 7580 S. Federal Highway, Hypoluxo, FL. 33462		
Phone:	Fax:	E-Mail:
(561) 582-4155   mcbrown@hypoluxo.org		
3.Owner/Client Name:		
Andy Berns, Town Administrator		
Name and Location of Project:		
Town of Southwest Ranches, 13400 Griffin Rd., SW Ranches, FL 33330		
Phone:	Fax:	E-Mail:
(954) 343-7469   aberns@southwestranches.org		

REFERENCES FOR <u>Waste Management Inc. of Florida</u> (NAME OF FIRM)		
1.Owner/Client Name: <b>Danise Cleckley, Assistant Neighborhood &amp; Community Services Director</b>		
Name and Location of Project: <b>City of Delray Beach, 100 NW 1st Ave., Delray Beach, FL 33444</b>		
Phone:	Fax:	E-Mail:
<b>(561) 243-7000   Cleckley@mydelraybeach.com</b>		
2.Owner/Client Name: <b>Dan Pellowitz, Executive Director</b>		
Name and Location of Project: <b>Palm Beach County SWA– Zones 2 &amp; 5, 7501 N. Jog Rd., WPB, FL 33412</b>		
Phone:	Fax:	E-Mail:
<b>(561) 640-4000   dpellowitz@swa.org</b>		
3.Owner/Client Name: <b>Don Donaldson - Deputy County Administrator</b>		
Name and Location of Project: <b>Martin County, 2401 SE Monterey Rd., Stuart, FL 34996</b>		
Phone:	Fax:	E-Mail:
<b>(772) 288-5400 Ddonalds@martin.fl.us</b>		







## South Florida Municipal Partners

WM is pleased to reiterate additional municipal references from throughout South Florida. We encourage you to contact any of our partners to learn more about the service excellence and ease of transition with WM. This chart is provided simply for your reference regarding the breadth of service that WM provides in our local area.

Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
MSW: Municipal Solid Waste, RCY: Recycling, RCY PROC: Recycling Processing, YW: Yard Waste, BLK: Bulk Pickup, COMM: Commercial, RO: Roll-off, C&D: Construction & Demolition Debris, EF: Exclusive Franchise, NEF: Non-Exclusive Franchise, DISP: Disposal Operations, TS Transfer Station Operations					
 <b>Collier County</b> 3339 Tamiami Trail E, Naples, FL 34112 Kari Ann Hodgson, Solid & Hazardous Waste Director (239) 252-2504   <a href="mailto:Kari.Hodgson@colliercountyfl.gov">Kari.Hodgson@colliercountyfl.gov</a>	MSW, REC, YW, BLK, COMM	2005 - to present	130,000	~\$40M	EF
 <b>Hillsborough County</b> 332 N. Falkenburg Rd., Tampa, FL 33619 Kim Byer, S.W. Director (813) 612-7718   <a href="mailto:bbyer@hillsborough.org">bbyer@hillsborough.org</a>	MSW, REC, YW COMM, RO	1980 - to present	96,000	~\$60M	EF
 <b>Martin County</b> 2401 SE Monterey Rd., Stuart, FL 34996 Don Donaldson - Deputy County Administrator (772) 288-5400 <a href="mailto:Ddonalds@martin.fl.us">Ddonalds@martin.fl.us</a>	MSW, REC, YW COMM, RO	2007 - 2029	48,000	~\$23M	EF
 <b>Town of Hypoluxo</b> 7580 S. Federal Highway, Hypoluxo, FL. 33462 Michael Brown, Mayor (561) 582-4155   <a href="mailto:mcbrown@hypoluxo.org">mcbrown@hypoluxo.org</a>	MSW, REC, YW, BLK, COMM, RO	2002 - present	294	~\$420K	EF
		MANUAL CURBSIDE REFERENCE			
 <b>Town of Gulf Stream</b> 100 Sea Road, Gulf Stream, FL 33483 Greg Dunham, Town Manager (561) 276-5116   <a href="mailto:gdunham@gulf-stream.org">gdunham@gulf-stream.org</a>	MSW, REC, YW, BLK, COMM, RO	1993 to present	387	~\$250K	EF
		MANUAL DOORSIDE REFERENCE			
 <b>City of Delray Beach</b> 100 NW 1st Ave., Delray Beach, FL 33444 Danise Cleckley, Assistant Neighborhood & Community Services Director (561) 243-7000   <a href="mailto:Cleckley@mydelraybeach.com">Cleckley@mydelraybeach.com</a>	MSW, REC, YW, BLK, COMM, RO	2001 - present	15,000	~\$11M	EF
 <b>City of Boca Raton</b> 201 West Palmetto Park Rd., Boca Raton, FL 33432 Richard Scherle, Municipal Services Operations Mgr (561) 416-3384   <a href="mailto:rscherle@myboca.us">rscherle@myboca.us</a>	C&D, COMM	2015 - to present	N/A	~\$4M	NEF



Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
MSW: Municipal Solid Waste, RCY: Recycling, RCY PROC: Recycling Processing, YW: Yard Waste, BLK: Bulk Pickup, COMM: Commercial, RO: Roll-off, C&D: Construction & Demolition Debris, EF: Exclusive Franchise, NEF: Non-Exclusive Franchise, DISP: Disposal Operations, TS Transfer Station Operations					
 <b>City of Greenacres</b> 5800 Melaleuca Lane, Greenacres FL 33463 Carlos Cedenio, Public Works Dept., 561-642-2071   <a href="mailto:grouppw@greenacresfl.gov">grouppw@greenacresfl.gov</a>	MSW, REC, YW, BLK, COMM, RO	2019 - to present	8,700	~\$ 2.4M	EF
 <b>Palm Beach County Solid Waste Authority – Zone 2</b> 7501 N. Jog Rd., WPB, FL 33412 Dan Pellowitz, Executive Director (561) 640-4000   <a href="mailto:dpellowitz@swa.org">dpellowitz@swa.org</a>	MSW, REC, YW, BLK, COMM, RO	2019 – to present	33,000	~\$11M	EF
 <b>Palm Beach County Solid Waste Authority – Zone 5</b> 7501 N. Jog Rd., WPB, FL 33412 Dan Pellowitz, Executive Director (561) 640-4000   <a href="mailto:dpellowitz@swa.org">dpellowitz@swa.org</a>	MSW, REC, YW, BLK, COMM, RO	2019 – to present	1,200	~\$1.3M	EF
 <b>City of Palm Beach Gardens</b> 10500 Military Trail Palm Beach Gardens, FI 33410 Jennifer Nelli, Operations Manager (561) 799-4100   <a href="mailto:jnelli@pbgfl.com">jnelli@pbgfl.com</a>	MSW, REC, YW, BLK, COMM, RO	2018-- to present	20,000	~\$7.2M	EF
 <b>Town of Jupiter</b> 210 Military Trail Jupiter, FI 33458 Thomas Driscoll - Dir of Engineering and Solid Waste (561) 746-5134 <a href="mailto:Thomasd@jupiter.fl.us">Thomasd@jupiter.fl.us</a>	MSW, REC	1997 - to present	27,000	~\$12M	EF
 <b>City of Coral Gables</b> 2800 SW 72 Ave, Miami, FL 33155 Alberto Zamora, Asst Public Works Dir. (305) 460-5000   <a href="mailto:azamora@coralgables.com">azamora@coralgables.com</a>	MSW, REC, COMM, RO	1981 - to present	1,708	~ \$8.6M	EF
 <b>City of Florida City</b> 404 W Palm Dr., Florida City, FL 33034 Otis Wallace, Mayor 305-247-8221   <a href="mailto:cityclerk@floridacityfl.gov">cityclerk@floridacityfl.gov</a>	MSW, REC, COMM, RO	1991 - to present	2,600	~ \$2.5M	EF
 <b>City of Hialeah Gardens</b> 10001 NW 87 Ave., Hialeah Gardens, FL 33016 Arturo Ruiz, Director of Administration (305) 558-4114   <a href="mailto:aruiz@cityofhialeahgardens.com">aruiz@cityofhialeahgardens.com</a>	MSW, REC	1998 - to present	4,160	~ \$3.2 M	EF

Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
MSW: Municipal Solid Waste, RCY: Recycling, RCY PROC: Recycling Processing, YW: Yard Waste, BLK: Bulk Pickup, COMM: Commercial, RO: Roll-off, C&D: Construction & Demolition Debris, EF: Exclusive Franchise, NEF: Non-Exclusive Franchise, DISP: Disposal Operations, TS Transfer Station Operations					
 <b>Town of Southwest Ranches</b> 13400 Griffin Rd., SW Ranches, FL 33330 Andy Berns, Town Administrator (954) 343-7469   <a href="mailto:aberns@southwestranches.org">aberns@southwestranches.org</a>	MSW, REC, YW, BLK, COMM, RO & Disposal	2007-2016 and 2022- to present	2,600	~\$3.6M	EF
TRANSITION TO ASL SERVICE OCTOBER 2022					
 <b>City of Melbourne</b> 900 E. Strawbridge Ave., Melbourne, FL 32901 Ralph Reigelsperger, Public Works Director (321) 608-5080   <a href="mailto:ralph.reigelsperger@mlbfl.org">ralph.reigelsperger@mlbfl.org</a>	MSW, REC, YW, BLK, COMM	1996 - to present	27,751	~\$10M	EF
 <b>City of Lauderdale Lakes</b> 4300 NW 36 S, Lauderdale Lakes, FL 33319 Ronald Desbrunes, Public Works Director (954) 535-2700   <a href="mailto:ronaldd@lauderdalelakes.org">ronaldd@lauderdalelakes.org</a>	MSW, REC, RCY PROC, BLK, COMM, RO, C&D	1992 - to present	4,791	~\$5M	EF
 <b>City of Parkland</b> 6600 University Drive, Parkland FL 33067 Sabrina Baglieri, Public Works Director (954) 757-4108   <a href="mailto:sbaglieri@cityofparkland.org">sbaglieri@cityofparkland.org</a>	MSW, REC, RCY PROC, BLK, COMM, RO, DISP	2008 - to present	11,000	~\$4M	EF
 <b>City of North Lauderdale</b> 701 S.W. 71st Ave., North Lauderdale, FL 33068 Sam May, Public Works Director (954-724-7070)   <a href="mailto:smay@nlauderdale.org">smay@nlauderdale.org</a>	MSW, REC, BLK COMM, RO, C&D	2021 - to present	8,350	~\$7M	EF
 <b>City of Lauderhill</b> 5581 W. Oakland Park Blvd., Lauderhill, FL 33313 Desorae Giles-Smith, City Manager (954) 730-3002   <a href="mailto:dgiles@lauderhill-fl.gov">dgiles@lauderhill-fl.gov</a>	MSW, REC, BLK, COMM, RO	2016 - to present	12,802	~\$7.2M	EF
 <b>City of Cooper City</b> 9090 SW 50th Place, Cooper City, FL 33328 Joseph Napoli, City Manager (954) 434-4300   <a href="mailto:JNapoli@coopercityfl.org">JNapoli@coopercityfl.org</a>	MSW, REC, BLK, COMM	2006 - to present	10,383	~ \$6 M	EF
 <b>City of Lighthouse Point</b> 2200 NE 38th St., Lighthouse Point, FL 33064 John Lavisky, City Administrator (954) 784-3434   <a href="mailto:jlavisky@lighthousepoint.com">jlavisky@lighthousepoint.com</a>	MSW, REC, BLK, COMM	2013 - to present	3,757	~ \$2.8M	EF

Contract	WM Responsibility	Project Dates	Residential Units	Annual Revenue	Contract Type
MSW: Municipal Solid Waste, RCY: Recycling, RCY PROC: Recycling Processing, YW: Yard Waste, BLK: Bulk Pickup, COMM: Commercial, RO: Roll-off, C&D: Construction & Demolition Debris, EF: Exclusive Franchise, NEF: Non-Exclusive Franchise, DISP: Disposal Operations, TS Transfer Station Operations					
 <b>City of Wilton Manors</b> 2100 N. Dixie Hwy., Wilton Manors, FL 33305 David Archaki, Emergency Mgmt/Utilities Director (954) 390-2190   <a href="mailto:darchacki@wiltonmanors.com">darchacki@wiltonmanors.com</a>	MSW, REC, BLK, COMM	2003 - to present	3,853	~\$2.6M	EF





## SUBMITTAL FORMS

Proposer's Acknowledgement

Confirmation of a Drug-Free Workplace

Acknowledgement of PBC Inspector General

Scrutinized Companies Certification Form

Public Entity Crimes Sworn Statement

Acknowledgment of Addenda

Schedule of Sub-Consultants (if applicable)

Statement of No RFP (if applicable)

References

Proposal Form

SWA License WM of Palm Beach

WM's Florida Certificate of Good Standing

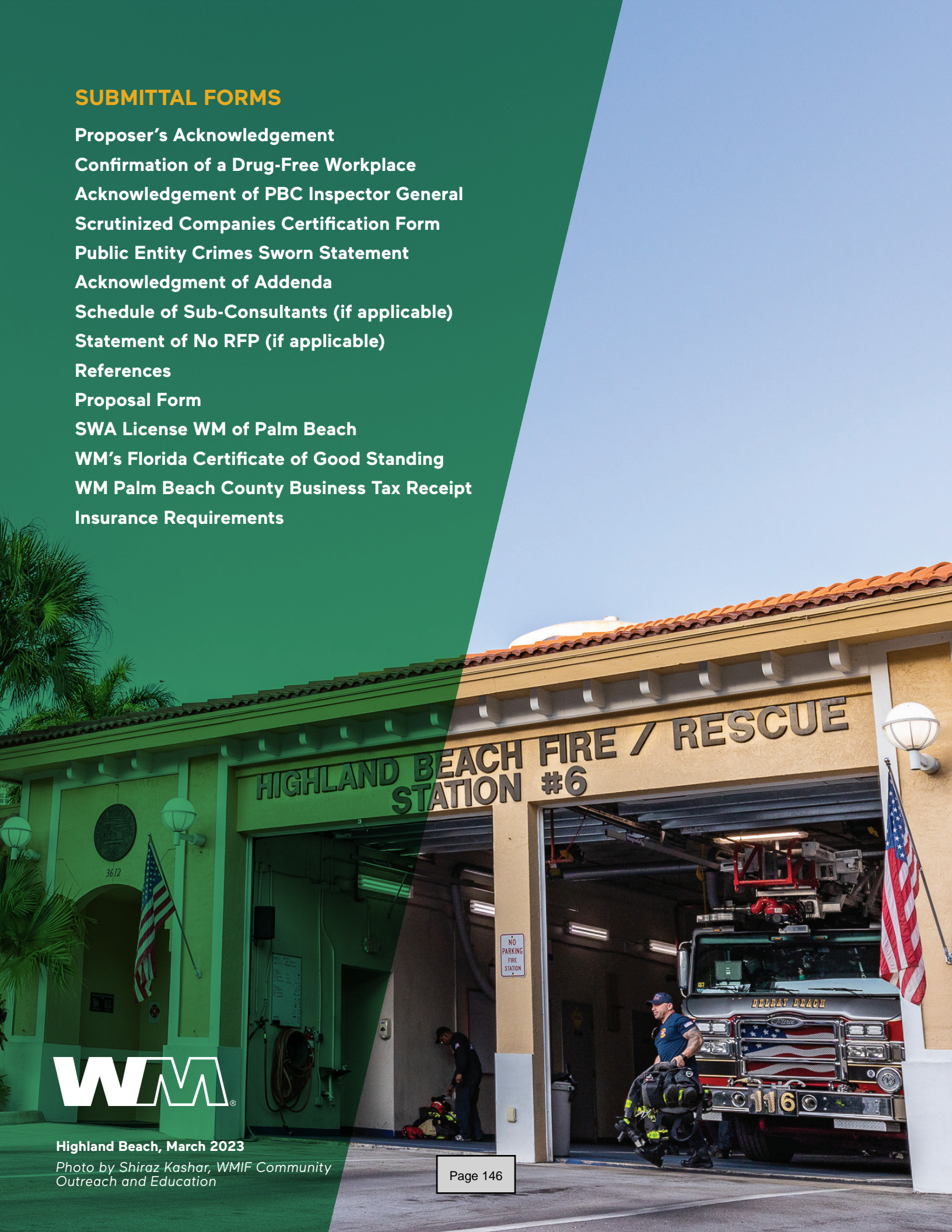
WM Palm Beach County Business Tax Receipt

Insurance Requirements



Highland Beach, March 2023

Photo by Shiraz Kashar, WMIF Community Outreach and Education







# SUBMITTAL FORMS

Attention to Detail - Always

## Proposer's Acknowledgement

### PROPOSER ACKNOWLEDGEMENT

Submit RFP's to: Town Clerk's Office  
Town of Highland Beach  
3614 South Ocean Blvd.  
Highland Beach, FL 33487  
Telephone: 561-278-4548

RFP Title: "SOLID WASTE AND RECYCLING COLLECTION SERVICES"  
RFP Number: 23-001

RFP Due: **XX**, 2023, NO LATER THAN 2:00 P.M. (LOCAL TIME)

Proposals will be publicly opened and recorded for acknowledgement of receipt, unless specified otherwise, on the date and time indicated above and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this RFP shall conform to applicable sections of the charter and codes of the Town.

Name of Proposer: Waste Management Inc. of Florida

Federal I.D. Number: 591094518

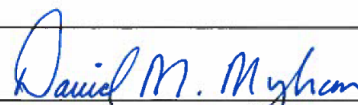
A Corporation of the State of Florida

Telephone No.: (954) 856-7192

Mailing Address: 651 Industrial Way

City / State / Zip: Boynton Beach, FL 33426

Email Address: bherrera@wm.com



Authorized Signature

David M. Myhan, President

45



## Confirmation of a Drug-Free Workplace

### CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town of Highland Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.**

  
Authorized Signature

**David M. Myhan, President**  
**Waste Management Inc. of Florida**

## Acknowledgement of PBC Inspector General

### PALM BEACH COUNTY INSPECTOR GENERAL

#### ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

**Waste Management Inc. of Florida**

CONTRACTOR NAME

By: David M. Myhan

Title: David M. Myhan, President

Date: February 27, 2023





## Scrutinized Companies Certification Form

### CERTIFICATION PURSUANT TO FLORIDA SECTION 287.135, FLORIDA STATUTES

I, David M. Myhan, President, on behalf of Waste Management Inc. of Florida certify  
Print Name and Title Company Name

That Waste Management Inc. of Florida does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the Town from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector

List.

Waste Management Inc. of Florida

COMPANY NAME

SIGNATURE

David M. Myhan

PRINT NAME

President

TITLE





## Public Entity Crimes Sworn Statement

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Highland Beach (the "Town") by:

**David M. Myhan, President**

*(Print individual's name and title)*

For:

**Waste Management Inc. of Florida**

*(Print name of entity submitting sworn statement)*

Whose business address is:

**1800 N. Military Trail, Suite 201, Boca Raton, FL 33431**

And (if applicable) its Federal Employer Identification Number (FEIN) is: **591094518**

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: **N/A**)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person.

A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).


☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: February 27, 2023

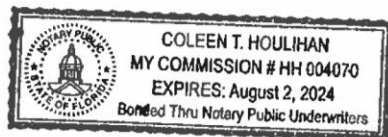
  
Signature  
**David M. Myhan, President**


STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 27 day of February, 2023, by, David M. Myhan as President (title) of Waste Management Inc. of Florida (name of company), on behalf of a Florida corporation (type of entity).

☒ who is personally known to me,  
☐ who produced \_\_\_\_\_ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.



  
Signature

Print Name

NOTARY PUBLIC – STATE OF FL

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

## Acknowledgment of Addenda

### ADDENDA ACKNOWLEDGEMENT

TOWN OF HIGHLAND BEACH, FLORIDA

RFP TITLE: "SOLID WASTE AND RECYCLING COLLECTION SERVICES"

RFP NO.: 23-001

DATE SUBMITTED: March 13, 2023

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract Documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
<u>#1</u>	<u>2/21/23</u>	<u>#2</u>	<u>2/27/23</u>
<u>#3</u>	<u>2/27/23</u>	<u>#4</u>	<u>2/28/23</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

       NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

Waste Management Inc. of Florida

51



# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## **ACKNOWLEDGEMENT OF ADDENDUM No. 1**

### **23-001 – Solid Waste and Recycling Collection Services RFP NO.: 23-001**

RESPONDENT MUST SIGN, DATE, AND INCLUDE THIS ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH RFP PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

**David M. Myhan, President**

PRINT NAME OF REPRESENTATIVE

SIGNATURE OF REPRESENTATIVE

**Waste Management Inc. of Florida**

NAME OF COMPANY

February 27, 2023

DATE







# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## ACKNOWLEDGEMENT OF ADDENDUM No. 2

### **23-001 – Solid Waste and Recycling Collection Services RFP NO.: 23-001**

RESPONDENT MUST SIGN, DATE, AND INCLUDE THIS ACKNOWLEDGEMENT OF ADDENDUM NO. 2 WITH RFP PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

**David M. Myhan, President**

PRINT NAME OF REPRESENTATIVE

*David M. Myhan*  
SIGNATURE OF REPRESENTATIVE

**Waste Management Inc. of Florida**

NAME OF COMPANY

*02/27/23*  
DATE



# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## **ACKNOWLEDGEMENT OF ADDENDUM No. 3**

### **23-001 – Solid Waste and Recycling Collection Services RFP NO.: 23-001**

**RESPONDENT MUST SIGN, DATE, AND INCLUDE THIS ACKNOWLEDGEMENT OF ADDENDUM NO. 3 WITH RFP PACKAGE  
IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.**

**David M. Myhan, President**

**PRINT NAME OF REPRESENTATIVE**

**SIGNATURE OF REPRESENTATIVE**

**Waste Management Inc. of Florida**

**NAME OF COMPANY**

**March 6, 2023**

**DATE**



# Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

## **ACKNOWLEDGEMENT OF ADDENDUM No. 4**

### **23-001 – Solid Waste and Recycling Collection Services RFP NO.: 23-001**

**RESPONDENT MUST SIGN, DATE, AND INCLUDE THIS ACKNOWLEDGEMENT OF ADDENDUM NO. 4 WITH RFP PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.**

**David M. Myhan, President**

**PRINT NAME OF REPRESENTATIVE**

**SIGNATURE OF REPRESENTATIVE**

**Waste Management Inc. of Florida**

**NAME OF COMPANY**

**March 6, 2023**

**DATE**

## Schedule of Sub-Consultants (if applicable)

RFP No.: 23-001  
LANDSCAPING SERVICES FOR TOWN OWNED PROPERTIES

### SCHEDULE OF SUBCONTRACTORS

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required. **If not applicable or if no subcontractors will be used in the performance of this Work, please sign and date the form and write "Not-Applicable" or "NONE" across the form.**

<u>Name of Subcontractor</u>	<u>Address of Subcontractor</u>	<u>License No.:</u>	<u>Contract Amount</u>	<u>Percentage (%) of Contract</u>
NONE				

Signature David M. Myhan

Date: 02/27/23

Title/Company David M. Myhan, President  
Waste Management Inc. of Florida

The Town reserves the right to reject any subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. The Town further reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.



## Statement of No RFP (if applicable)

N/A

## References

REFERENCES FOR <u>Waste Management Inc. of Florida</u> (NAME OF FIRM)		
1.Owner/Client Name: <b>Greg Dunham, Town Manager</b>		
Name and Location of Project: <b>Town of Gulf Stream, 100 Sea Road, Gulf Stream, FL 33483</b>		
Phone:	Fax:	E-Mail:
<b>(561) 276-5116   gdunham@gulf-stream.org</b>		
2.Owner/Client Name: <b>Michael Brown, Mayor</b>		
Name and Location of Project: <b>Town of Hypoluxo, 7580 S. Federal Highway, Hypoluxo, FL. 33462</b>		
Phone:	Fax:	E-Mail:
<b>(561) 582-4155   mcbrown@hypoluxo.org</b>		
3.Owner/Client Name: <b>Andy Berns, Town Administrator</b>		
Name and Location of Project: <b>Town of Southwest Ranches, 13400 Griffin Rd., SW Ranches, FL 33330</b>		
Phone:	Fax:	E-Mail:
<b>(954) 343-7469   aberns@southwestranches.org</b>		

REFERENCES FOR <u>Waste Management Inc. of Florida</u> (NAME OF FIRM)		
1.Owner/Client Name: <b>Danise Cleckley, Assistant Neighborhood &amp; Community Services Director</b>		
Name and Location of Project: <b>City of Delray Beach, 100 NW 1st Ave., Delray Beach, FL 33444</b>		
Phone:	Fax:	E-Mail:
<b>(561) 243-7000   Cleckley@mydelraybeach.com</b>		
2.Owner/Client Name: <b>Dan Pellowitz, Executive Director</b>		
Name and Location of Project: <b>Palm Beach County SWA– Zones 2 &amp; 5, 7501 N. Jog Rd., WPB, FL 33412</b>		
Phone:	Fax:	E-Mail:
<b>(561) 640-4000   dpellowitz@swa.org</b>		
3.Owner/Client Name: <b>Don Donaldson - Deputy County Administrator</b>		
Name and Location of Project: <b>Martin County, 2401 SE Monterey Rd., Stuart, FL 34996</b>		
Phone:	Fax:	E-Mail:
<b>(772) 288-5400 Ddonalds@martin.fl.us</b>		

## Proposal Form

### PROPOSAL FORM

In completing the information questions below, if additional space is needed, attachments to this form are acceptable.

☐ Individual ☒ Corporation ☐ Partnership ☐ Other (Specify)

Name of Organization or Individual Waste Management Inc. of Florida

Address 651 Industrial Way City Boynton Beach State FL

Zip Code 33426

Telephone Number (954) 856-7192 Tax ID # 59-1094518

Proposer's Representative Barbara Herrera, Government Affairs Manager

Proposed Fees: (954) 856-7192 | bherrera@wm.com

**Please refer to WM's proposed fees included in  
Section 6. TOTAL OF FEES OVER FIVE-YEAR PERIOD.**





## SWA License WM of Palm Beach



September 29<sup>th</sup>, 2022

Waste Management of Palm Beach  
5489 Leeper Dr.  
West Palm Beach, FL 33407

Dear Fred Harmon,

Please be advised that review of your recent permit application to provide Solid Waste Collection & Disposal Services (Rule IV, V & VI) within unincorporated Palm Beach County has been completed. Based upon our review, your permit has been approved and you may continue to provide Solid Waste Collection & Disposal Services effective October 1, 2022.

Your permit will be valid through September 30 2023, and you will be notified approximately one month prior to submit your annual \$1,200 fee should you wish to continue providing permitted collection services.

Please feel free to contact me directly at 561-697-2700, ext 4720 if you require additional information.

Sincerely,

Jim Walsh  
Field Service Manager  
Customer Information Services

## WM's Florida Certificate of Good Standing

# *State of Florida Department of State*

I certify from the records of this office that WASTE MANAGEMENT INC. OF FLORIDA is a corporation organized under the laws of the State of Florida, filed on March 30, 1964.

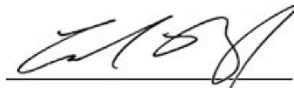
The document number of this corporation is 279946.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 18, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of June, 2022*




  
*Secretary of State*

Tracking Number: 4679541090CU


To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>


## WM Palm Beach County Business Tax Receipt

		<b>ANNE M. GANNON</b> CONSTITUTIONAL TAX COLLECTOR Serving Palm Beach County Serving you.		P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264		<b>**LOCATED AT**</b> 651 INDUSTRIAL WAY BOYNTON BEACH, FL 33426-8704	
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #		
58-0072 GARBAGE COLLECTION	WASTE MANAGEMENT OF PALM BEACH		B22.621307 - 08/05/22	\$236.25	B40119913		

This document is valid only when receipted by the Tax Collector's Office.



WASTE MANAGEMENT OF PALM BEACH  
WASTE MANAGEMENT OF PALM BEACH  
651 INDUSTRIAL WAY  
BOYNTON BEACH FL 33426-8704



**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2022/2023 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 199204063**  
**EXPIRES: SEPTEMBER 30, 2023**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

## Insurance Requirements

### Certificates of Insurance

WM secures gold-standard insurance coverage to protect our partners. Going above and beyond, we provide environmental site liability coverage, which covers all active sites that are owned or operated by WM. It offers third-party liability for bodily injury and property damage, and off-site clean-up coverage, coverage for both sudden and non-sudden pollution incidents, and transportation coverage including the loading and unloading of the vehicle. Highland Beach can rest easy with WM as your service provider knowing that you are always protected by best-in-class insurance. Copies of our certificates of insurance are included on the following pages.



## CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)  
12/8/2022

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


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

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT</b> NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS:											
	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td><b>INSURER B:</b> ACE American Insurance Company</td><td>22667</td></tr><tr><td><b>INSURER C:</b> ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td><b>INSURER D:</b> ACE Property &amp; Casualty Insurance Co</td><td>20699</td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER A:</b> Indemnity Insurance Co of North America	43575	<b>INSURER B:</b> ACE American Insurance Company	22667	<b>INSURER C:</b> ACE Fire Underwriters Insurance Company	20702	<b>INSURER D:</b> ACE Property & Casualty Insurance Co	20699	<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER D:</b> ACE Property & Casualty Insurance Co	20699											
<b>INSURER E:</b>												
<b>INSURER F:</b>												

**COVERAGES** **CERTIFICATE NUMBER:** 19177612 **REVISION NUMBER:** XXXXXXXX  
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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	HDO G72955924	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25575398	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XDUG27929242 008	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C70311094 (AOS) WLR C70311057 (AZ,CA & MA) SCF C70311136 (WI)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	<input checked="" type="checkbox"/> <b>EXCESS AUTO LIABILITY</b>	Y	Y	XSA H25575350	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  <b>19177612</b> FOR INFORMATION PURPOSES ONLY	<b>CANCELLATION</b>  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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## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/30/2022

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Dallas TX office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): 800-363-0105 E-MAIL ADDRESS:														
<b>INSURED</b> Waste Management, Inc. 800 Capitol Street Suite 3000 Houston TX 77002 USA	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ironshore Specialty Insurance Company</td> <td>25445</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></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: Ironshore Specialty Insurance Company	25445	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Ironshore Specialty Insurance Company	25445														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER:** 570094263820 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			IEELPLLCAS2F002	07/01/2022	07/01/2023	EACH OCCURRENCE \$24,000,000 AGGREGATE \$24,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Env Site Liab			ISPILLSCAS2J002 Claims-Made	07/01/2022	07/01/2023	Each Incident Limit \$1,000,000 Aggregate Limit \$2,000,000

Certificate No : 570094263820

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
FOR INFORMATION PURPOSES ONLY  
The evidenced policies cover all sites that are owned or operated by Waste Management, Inc. and that are scheduled for coverage. The policies provide Pollution Legal Liability.

<b>CERTIFICATE HOLDER</b>  Waste Management, Inc. 800 Capitol Street Suite 3000 Houston TX 77002 USA	<b>CANCELLATION</b> 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  <i>Aon Risk Services Southwest, Inc.</i>
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## CONCLUSION

Ready-to-Roll



Highland Beach, March 2023

Photo by Shiraz Kashar, WMIF Community Outreach and Education





## CONCLUSION

### Ready-to-Roll Day One

Waste Management Inc. of Florida (WM/WMIF) is a proactive partner with proven results. Our work throughout Florida and North America is a testament to our professional approach over the long term and we are committed to the opportunity to work with you in managing your environmental needs.

We have fulfilled the individual tenets and each requirement of the Town's RFP and Addenda and have organized this response to provide our proposal in response to each element outlined.

We look forward to a continued partnership between WM and the Town of Highland Beach. We strongly invest in our partner customers and want to be your waste solutions provider into the future. We understand your priorities and are well-equipped to continue providing the services and resources you need to achieve your collection and sustainability goals. We will provide tailored services as the Town's needs change and grow with you for the life of the contract.

As Highland Beach's current provider of residential and commercial solid waste and recycling services, WM is intimately familiar with the Town's streets and neighborhoods. We understand our Town residents and businesses and how they wish to receive service, whether it is a specific cart placement location, outside-the-norm requests, or doorside service. We know the location of every hard-to-find street, dead end, tight turnaround, low tree canopy, and soft-surface roadway. Our skilled drivers have learned how to navigate Highland Beach's streets safely and efficiently, mindful of our seasonal residents and visitors who frequent the area. We are here to help the Town's visitors, too, lending a helping hand with directions, local knowledge, and always on the lookout for the little ones who are much more focused on enjoying the fun than looking both ways for oncoming traffic. We are community partners, happy to support and contribute to the success of Highland Beach.

WM will provide uninterrupted stability backed by innovation, value, and best practices stemming from over two decades of WMIF experience. In short, we are Highland Beach's WM, and we understand what makes this Town so special.

**WM again thanks the Town for your partnership and the continued opportunity to help build a more sustainable tomorrow for Highland Beach. Thank you for your consideration of our proposal.**



**TESTED.  
PROVEN.  
TRUSTED.**



**Waste Management of Palm Beach**  
**Rate Structure for Town of Highland Beach, FL**  
**June 1, 2023**

**COLLECTION RATE SCHEDULE**

CURBSIDE PICKUP SERVICE WITH THREE MAN CREW							
	June 1, 2023	June 1, 2024	June 1, 2025	June 1, 2026	June 1, 2027	June 1, 2028	June 1, 2029
<b>Single Family:</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>Ren.1</b>	<b>Ren.2</b>
1. Solid Waste- 2x/week	\$ 13.62	\$ 14.57	\$ 15.59	\$ 16.69	\$ 17.85	\$ 19.10	\$ 20.44
2. Recyclables- 1x/week	\$ 8.98	\$ 9.61	\$ 10.28	\$ 11.00	\$ 11.77	\$ 12.59	\$ 13.48
3. Yard Trash- 1x/week	\$ 5.16	\$ 5.52	\$ 5.91	\$ 6.32	\$ 6.76	\$ 7.24	\$ 7.74
4. Bulk Trash- 1x/week	Included	Included	Included	Included	Included	Included	Included
<b>Total Curbside (Sum of 1-4)</b>	<b>\$ 27.76</b>	<b>\$ 29.70</b>	<b>\$ 31.78</b>	<b>\$ 34.01</b>	<b>\$ 36.38</b>	<b>\$ 38.93</b>	<b>\$ 41.66</b>

35 and/or 65 Gallon Refuse Cart; and Dual Stream 18 Gallon Recycle Bins and/or 95 Gallon Recycle Carts

<b>Multi-Family (4 Units or Less):</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>Ren.1</b>	<b>Ren.2</b>
1. Solid Waste- 2x/week	\$ 13.62	\$ 14.57	\$ 15.59	\$ 16.69	\$ 17.85	\$ 19.10	\$ 20.44
2. Recyclables- 1x/week	\$ 8.98	\$ 9.61	\$ 10.28	\$ 11.00	\$ 11.77	\$ 12.59	\$ 13.48
3. Yard Trash- 1x/week	\$ 5.16	\$ 5.52	\$ 5.91	\$ 6.32	\$ 6.76	\$ 7.24	\$ 7.74
4. Bulk Trash- 1x/week	Included	Included	Included	Included	Included	Included	Included
<b>Total Curbside (Sum of 1-4)</b>	<b>\$ 27.76</b>	<b>\$ 29.70</b>	<b>\$ 31.78</b>	<b>\$ 34.01</b>	<b>\$ 36.38</b>	<b>\$ 38.93</b>	<b>\$ 41.66</b>

35 and/or 65 Gallon Refuse Cart; and Dual Stream 18 Gallon Recycle Bins and/or 95 Gallon Recycle Carts

**CONTAINER (Non-Compacting) RESIDENTIAL COLLECTION (Per Unit Monthly)**

<b>Multi-Family Condominium (&gt;4 Units):</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>Ren.1</b>	<b>Ren.2</b>
1. Solid Waste- 2x/week 6/1-10/31, 3x/week 11/1-5/31	\$ 12.47	\$ 13.34	\$ 14.27	\$ 15.27	\$ 16.34	\$ 17.48	\$ 18.70
2. Recyclables- 2x/week	\$ 4.16	\$ 4.45	\$ 4.76	\$ 5.09	\$ 5.45	\$ 5.83	\$ 6.24
3. Yard Trash- 1x/week	NA	NA	NA	NA	NA	NA	NA
4. Bulk Trash- 1x/week	NA	NA	NA	NA	NA	NA	NA
<b>Total Curbside (Sum of 1-4)</b>	<b>\$ 16.63</b>	<b>\$ 17.79</b>	<b>\$ 19.03</b>	<b>\$ 20.36</b>	<b>\$ 21.79</b>	<b>\$ 23.31</b>	<b>\$ 24.94</b>

Container (non-compacting) and Dual Stream 95 Gallon Recycle Containers

<b>Commercial Monthly Service Rates (Compacting Containers)</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>Ren.1</b>	<b>Ren.2</b>
Container Collection Rate (per cubic yard): Disposal not included	\$ 9.34	\$ 9.99	\$ 10.69	\$ 11.44	\$ 12.24	\$ 13.10	\$ 14.02
Compactor Collection Rate (12 cu yds or less):	\$ 11.68	\$ 12.50	\$ 13.38	\$ 14.32	\$ 15.32	\$ 16.39	\$ 17.54
Compactor Collection Rate (greater than 12 cu yds):	\$ 335.84	\$ 359.35	\$ 384.50	\$ 411.42	\$ 440.22	\$ 471.04	\$ 504.01

<b>Refuse Container Monthly Rental/Maintenance</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>Ren.1</b>	<b>Ren.2</b>
1 Cubic Yard	\$ 22.00	\$ 23.54	\$ 25.19	\$ 26.95	\$ 28.84	\$ 30.86	\$ 33.02
2 Cubic Yard	\$ 24.00	\$ 25.68	\$ 27.48	\$ 29.40	\$ 31.46	\$ 33.66	\$ 36.02
3 Cubic Yard	\$ 26.00	\$ 27.82	\$ 29.77	\$ 31.85	\$ 34.08	\$ 36.47	\$ 39.02
4 Cubic Yard	\$ 28.00	\$ 29.96	\$ 32.06	\$ 34.30	\$ 36.70	\$ 39.27	\$ 42.02
6 Cubic Yard	\$ 30.00	\$ 32.10	\$ 34.35	\$ 36.75	\$ 39.32	\$ 42.07	\$ 45.01
8 Cubic Yard	\$ 32.00	\$ 34.24	\$ 36.64	\$ 39.20	\$ 41.94	\$ 44.88	\$ 48.02
10 Cubic Yard	\$ 34.00	\$ 36.38	\$ 38.93	\$ 41.66	\$ 44.58	\$ 47.70	\$ 51.04



**Waste Management of Palm Beach  
Rate Structure for Town of Highland Beach, FL  
June 1, 2023**

**SPECIAL SERVICES RATE SCHEDULE**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Ren.1	Ren.2
Gate Service	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Rolling Out Fees (< 15 feet)	\$ 10.00	\$ 10.70	\$ 11.45	\$ 12.25	\$ 13.11	\$ 14.03	\$ 15.01
Rolling Out Fees (> 15 feet)	\$ 14.00	\$ 14.98	\$ 16.03	\$ 17.15	\$ 18.35	\$ 19.63	\$ 21.00
35 Gal. Container (per) [Optional]	\$ 90.00	\$ 96.30	\$ 103.04	\$ 110.25	\$ 117.97	\$ 126.23	\$ 135.07
65 Gal. Container (per) [Optional]	\$ 100.00	\$ 107.00	\$ 114.49	\$ 122.50	\$ 131.08	\$ 140.26	\$ 150.08
Town Logo Hot Stamp on Containers (per container) [Optional]	NA	NA	NA	NA	NA	NA	NA
Locks for Containers (per lock)	\$ 12.00	\$ 12.84	\$ 13.74	\$ 14.70	\$ 15.73	\$ 16.83	\$ 18.01
Unlocking and Locking Containers (per occurrence)	\$ 2.00	\$ 2.14	\$ 2.29	\$ 2.45	\$ 2.62	\$ 2.80	\$ 3.00
Supplying (and retrofitting) locking mechanism on container	\$ 55.00	\$ 58.85	\$ 62.97	\$ 67.38	\$ 72.10	\$ 77.15	\$ 82.55
Adding wheels to or changing wheels on Containers (per wheel)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Adding lids to or changing lid(s) on Containers (per pair)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Moving Container Location per Customer Request	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Changing out sizes of containers	\$ 55.00	\$ 58.85	\$ 62.97	\$ 67.38	\$ 72.10	\$ 77.15	\$ 82.55
Added Scheduled Pick-ups for Containerized Customers (more than 2 off-peak, 3 peak)	Same as Applicable Commercial Collection Rates						
Added Unscheduled (not including "on-call") Pick-Ups for Commercial Customers	\$30.00 special service fee plus applicable commercial and disposal rates per dumpster.						
Added Recycling Container Collections per Customer Account	Same as applicable commercial collection rates (no disposal)						
Doorside Service (Medically necessary)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge

**File Attachments for Item:**

A. Discussion of Milani (Highlands Beach Real Estate Holdings, LLC) Settlement Agreement Extension (Non-Park Property) for Eastern Parcel Only.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** May 16, 2023

**SUBMITTED BY:** Town Manager's Office

**SUBJECT:** Discussion of Milani Settlement Agreement Extension (**Non-Park Property**) for Eastern Parcel Only

---

## SUMMARY:

Ms. Lucia Milani, who resides at 4612 S Ocean Blvd is requesting a 10-year extension of April 21, 1995 Settlement Agreement between the Town of Highland Beach and Highlands Beach Real Estate Holdings, Inc. The agreement stipulates the right to, and extent of, development on two parcels of land at the southern end of town (refer to map.) The western parcel is referred to as "Town Lots 9W and 10W" and the eastern parcel is referred to as "Town Lot 10 E." According to the agreement, both parcels are to be developed by April 21, 2025, or the stipulated development rights are terminated, and the parcels must be developed pursuant to the current town zoning code.

Enclosed is a letter dated April 27, 2023, from Ms. Lucia Milani requesting Commission consideration of a 10-year extension of the stipulated agreement deadline for development on "Town Lot 10 E" only. The western parcel, "Town Lots 9W and 10W", would be developed pursuant to the agreement deadline of April 21, 2025. Therefore, the request is to extent the development deadline to April 21, 2035, for "Town Lot 10 E."

---

## FISCAL IMPACT:

---

## ATTACHMENTS:

Letter from Ms. Lucia Milani dated April 27, 2023 (includes *Resolution No. 662 and Settlement Agreement*)

Aerial Maps

---

## RECOMMENDATION:

Commission discussion.





# Highland Beach Real Estate Holdings Inc.

Lucia Milani

4612 S. Ocean Blvd  
Highland Beach. FL 33487

April 27<sup>th</sup>, 2023

*Hand Delivered*

**Mayor Natasha Moore & Commission Members  
Town of Highland Beach  
3614 S. Ocean Boulevard,  
Highland Beach, FL 33487**

**RE: Lot 10 East Settlement Agreement Extension.**

Dear Mayor & Members of the Commission,

As some of you may know, I have been a winter resident of Highland Beach for almost 50 years. My late husband and I chose this Town because of its namesake physical attributes...literally the height of its beach. It is still as beautiful today as it was then. We also decided to invest in the Town, buying parcels of land and seeking development approvals of them to help the town grow. We kept a few however, and those are the purposes of my correspondence to you today.

The attached development agreement with the Town is set to expire very soon. It has a 30 year timeframe in order to implement. The agreement applies to my winter home at 4612 S Ocean Blvd, which is known as Lot 10 East in the agreement. I am not quite yet ready to leave my home and the family memories it contains and God's willing, perhaps I have another 20 years left. I would like to continue to live in my current house for at least as long as I can, as opposed to being forced to demolish the house because of an agreement to develop, move to a hotel or something and build 1 of the options in the settlement agreement sooner than I would personally like. I know life throws a lot of curveballs at you and mine has gracefully given me almost 50 years of memories in this home. I would like those memories preserved as long as I can.

I am respectfully requesting the attached agreement be extended another 10 additional years for lot 10 East only. I appreciate your consideration.

Highland Beach Real Estate Holdings Inc.



Per Lucia Milani  
cc. Town Manager Mr. M.Labadie  
Attachment

RESOLUTION NO: 662

RESOLUTION APPROVING SETTLEMENT AGREEMENT  
BETWEEN THE TOWN OF HIGHLAND BEACH AND  
HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC.  
REGARDING CERTAIN PARCELS OF PROPERTY LOCATED  
ON STATE ROUTE A-1-A NEAR THE MUNICIPAL  
BOUNDARY WITH BOCA RATON AND DESCRIBED AS  
TOWN LOTS 9 WEST AND 10 WEST AND 10 EAST.

WHEREAS, HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC.  
(hereinafter "Owner"), is the owner of certain real property  
(hereinafter the "Property") located in the TOWN OF HIGHLAND BEACH,  
Palm Beach County, Florida, more particularly described in the  
Settlement Agreement attached hereto as Exhibit "A", and

WHEREAS, the TOWN OF HIGHLAND BEACH is a Florida  
municipal corporation (hereinafter "Town") within whose boundaries  
the Property is located; and

WHEREAS, Town has agreed to enter into a Settlement  
Agreement to resolve previous litigation regarding development  
rights to the Property; and

WHEREAS, Owner and the Town are currently involved in  
litigation regarding the subject property in case styled "Highlands  
Beach Real Estate Holdings, Inc. v. Town of Highland Beach", Case  
No. CL 94-5293 AJ in the Circuit Court of the Fifteenth Judicial  
Circuit in and for Palm Beach County, Florida; and

WHEREAS, Owner and Town wish to amicably resolve this  
matter without further litigation pursuant to the terms of the  
Settlement Agreement; and

WHEREAS, Town believes pursuant to the requirements of Section 14.1 of Chapter 30 of the Code of Ordinances of the Town of Highland Beach, entitled "Settlement of Litigation", that this proposed Settlement Agreement is in the public interest and in the best interest of the residents and citizens of the Town; and

WHEREAS, all of the requirements of Section 14.1 of Chapter 30 have been duly and timely met and accomplished and a public hearing regarding this proposed Settlement Agreement was duly advertised and conducted on the 21st day of April, 1995.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Highland Beach, Florida:

Section 1. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

Section 2. The Town Commission hereby finds and determines the proposed Settlement Agreement attached hereto and made a part hereof as Exhibit "A", is in the public interest and in the best interest of the residents and citizens of the Town.

Section 3. The Commission hereby finds and determines that the Town's Comprehensive land use plan shall be amended to be in conformance with the Settlement Agreement as a part of the normal amendatory cycle for amendments under the provisions of Chapter 163, Part II, Florida Statutes.



Section 4. The Settlement Agreement and this proposed Settlement are in compliance with all relevant requirements of Section 14.1 of Chapter 30 of the Town Code of Ordinances.

Section 5. The Commission hereby approves the Settlement Agreement attached hereto as Exhibit "A" and has executed the same for and on behalf of the Town of Highland Beach, Florida. The Town's Attorneys are hereby directed to take whatever legal steps necessary in order to effectuate the terms of the Settlement Agreement.

PASSED AND ADOPTED by the Town Commission of Town of Highland Beach this 21st day of April, 1995.

ATTEST:

*Don M. Penley*  
TOWN CLERK

April 18, 1995  
PUBLISHED

April 21, 1995  
PUBLIC HEARING HELD

*Arlyn Voreess*  
ARLIN VORESS, MAYOR

*Bill Paul*  
BILL PAUL, VICE MAYOR

*Arthur Eypel*  
ARTHUR EYPEL, COMMISSIONER

*John F. Rand*  
JOHN F. RAND, COMMISSIONER

*David Augenstein*  
DAVID AUGENSTEIN, COMMISSIONER



ADDENDUM TO RESOLUTION NO. 662  
APPROVING SETTLEMENT AGREEMENT BETWEEN  
THE TOWN OF HIGHLAND BEACH AND  
HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC.

Pursuant to Section 14.1 "Settlement of Litigation" of Chapter 30 and specifically with regard to Section 14.1(d) the following information is provided:

A. The Town's existing regulations contain pertinent development regulations as to Lots 9 West and 10 West, as follows:

- 1) The Town's existing regulations provide for approximately three (3) residential dwelling units;
- 2) The Town's existing regulations provide for a twenty-five (25) foot frontage setback for one-story units and two-story units and provide for a forty (40) foot frontage setback from State Route A-1-A;
- 3) The Town's existing regulations provide for a twelve (12) foot side setback for one-story units and twenty (20) foot setback for two-story units;
- 4) The Town's existing regulations provide for a twenty (20) foot rear setback or ocean setback, whichever is greater;
- 5) The Town's existing regulations provide for a minimum of 1,400 square feet for one (1) bedroom units, 1,600 square feet for two (2) bedroom units and 1,800 square feet for three (3) bedroom units;
- 6) The Town's existing regulations provide for a height of thirty (30) feet;
- 7) The Town's existing regulations provide for two (2) spaces per residential dwelling unit;
- 8) The existing Town regulations provide for review by the Planning Board and Community Appearance Board in addition to the Town Building Officials and Town Commission.

B. the Town's existing regulations contain pertinent development regulations as to Lot 10 East, as follows:

- 1) The Town's existing regulations provide for approximately one (1) residential dwelling unit;
- 2) The Town's existing regulations provide for a twenty-five (25) foot frontage setback;
- 3) The Town's existing regulations provide for a twelve (12) foot side setback;
- 4) The Town's existing regulations provide for a twenty (20) foot rear setback or ocean setback, whichever is greater;
- 5) The Town's existing regulations provide for a minimum of 1,600 square feet;
- 6) The Town's existing regulations provide for a height of thirty (30) feet;
- 7) The Town's existing regulations provide for two (2) spaces per residential dwelling unit;
- 8) The existing Town regulations provide for review by the Planning Board and Community Appearance Board in addition to the Town Building Officials.

C. For review of other pertinent current Town Regulations governing the property reference should be made to the Town Zoning Code and Town Zoning Map. This information can be obtained from the Town Building Official with regard to the existing building parameters under the RML District in which part of the subject property is located, per Section 4.3 of Chapter 30 of the Code of Ordinances entitled "Residential Multiple Family Low Density (RML)" which sets the building parameters in the district, and with regard to the existing building parameters under the RS District in which part of the subject property is located, per Section 4.2 of Chapter 30 of the Code of Ordinances entitled "Residential Single Family (RS)" which sets the building parameters in the district.

The pertinent regulations regarding the subject property under the Town's existing ordinances are summarized in the information contained in Paragraphs A, B and C above. The differences between the Town's existing regulations and those contained in the proposed Settlement Agreement are shown by a comparison of the information contained in Paragraphs A, B and C above with the information contained in the Settlement Agreement.



EXHIBIT 4

**RESOLUTION NO. 663**

**A RESOLUTION OF THE TOWN OF HIGHLAND BEACH,  
FLORIDA, RELEASING RESTRICTIONS ON LAND.**

**WHEREAS, C.D. Milani, Trustee and Richard G. Orman and Robert A. Wutt, as Co-Trustees of the Milani Family Trust were Plaintiffs/Petitioners in a suit brought against the Town of Highland Beach a Municipal Corporation under the laws of the State of Florida and other in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida, Case #82 6846 CA (L) 01 J, and**

**WHEREAS, the aforesaid suit was settled and a Stipulation for Settlement was executed by all of the parties on May 11, 1984, and**

**WHEREAS, the aforesaid Stipulation for Settlement provided for the development of certain property and the issuance of certain building permits, all as more particularly set forth in Paragraphs 1 and 2 of said Stipulation for Settlement, and**

**WHEREAS, said Stipulation for Settlement further provided in Paragraphs 5 and 6 thereof, that in consideration of the development approvals provided in Paragraphs 1 and 2 of the Stipulation for Settlement certain restrictions would be agreed to with regard to property more particularly described in said Paragraphs 4 and 5 of the Stipulation for Settlement, which property is also described on Exhibit "A" attached hereto and made a part hereof, and**

**WHEREAS, said Stipulation for Settlement provided that such restriction when applicable would be effected and evidenced by certain deed restrictions to be subsequently prepared and recorded in the Public Records of Palm Beach County, Florida, and**

**WHEREAS, said Stipulation for Settlement specifically provided in Paragraph 6 thereof that the deed restrictions referred to in Paragraphs 4 and 5 of the Stipulation for Settlement would not be put of record until the building permits for the projects referred to in Paragraphs 1 and 2 of the Stipulation for Settlement had been issued, and**

**WHEREAS, the development contemplated and described in Paragraphs 1 and 2 of the Stipulation for Settlement did not take place and such permits were never issued, and**

**WHEREAS, notwithstanding all of the foregoing, the Stipulation for Settlement and all of its recitations were recorded in the Public Records of Palm Beach County, Florida, Official Records Book 4242, Page 0622, and**

**WHEREAS**, the Town of Highland Beach wishes to abide by the terms and conditions of the May 11, 1984 Stipulation for Settlement and the Settlement Agreement dated April 21, 1995 between Highlands Beach Real Estate Holdings, Inc. versus Town of Highland Beach, Case # CL 94-5293 AJ, in the Circuit Court in and for Palm Beach County, Florida.

**NOW THEREFORE**, be it duly resolved by the Town of Highland Beach, Florida as follows:


1. All of the foregoing recitals are true and correct.
2. The restrictions on the use of real property recited in Paragraphs 4 and 5 of the aforesaid May 11, 1984 Stipulation for Settlement are hereby released and discharged and shall be of no force and effect, and further the development of the said property is to be governed by the terms of the aforesaid Settlement Agreement dated April 21, 1995.
3. This Resolution shall be recorded in the Public Records of Palm Beach County, Florida.

**WHEREFORE** this Resolution has been duly adopted by the Town of Highland Beach, Florida this 21st day of April, 1995.

**TOWN OF HIGHLAND BEACH**



Arlin Voress, Mayor

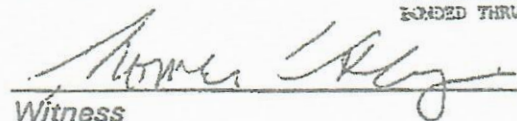
ATTEST:   
Town Clerk

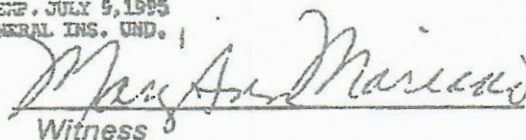
Sworn to and Subscribed before me this 21st day of April, 1995.



Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JULY 9, 1995  
LOADED THRU-GENERAL INS. UND.

  
Witness

  
Witness



94-167/0/ljh

94167  
0

IN THE CIRCUIT COURT OF THE 15TH  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO. CL 94-5293 AJ

HIGHLANDS BEACH REAL ESTATE  
HOLDINGS, INC., a Florida  
corporation,

Plaintiff,

vs.

TOWN OF HIGHLAND BEACH, a  
municipal corporation under  
the law of the State of Florida,

Defendant.


STIPULATION FOR ORDER OF DISMISSAL WITH PREJUDICE

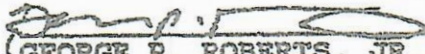
The parties hereto have reached an amicable settlement and have memorialized the settlement in a Settlement Agreement and Release. Pursuant to said Agreement, the parties stipulate and agree that the Court can enter an Order dismissing this cause including all claims with prejudice with each party bearing its own costs and attorneys fees, and reserving jurisdiction solely for the purpose of enforcement of the Settlement Agreement.

DATED this 21st day of March, 1995.

SCOTT, ROYCE, HARRIS, BRYAN,  
BARRA & JORGENSEN

ROBERTS & REYNOLDS, P.A.

  
JOHN BRYAN, ESQUIRE  
Attorney for Plaintiff  
4400 PGA Boulevard, Suite 800  
Palm Beach Gardens, FL 33410  
407-624-3900

  
GEORGE P. ROBERTS, JR.  
Attorney for Defendant  
319 Clematis Street, Suite 300  
West Palm Beach, FL 33401  
407-832-5800

ORDER OF DISMISSAL WITH PREJUDICE

This cause came on before the Court upon the Stipulation of the parties for a dismissal of this cause with prejudice with each party bearing its own costs and attorney's fees and the Court being otherwise duly advised in the premises, it is thereupon

ORDERED AND ADJUDGED that this cause be dismissed with prejudice as to each claim with each party bearing their own costs and attorney's fees with jurisdiction being reserved solely for the purpose of enforcement of the Settlement Agreement.

DONE AND ORDERED at West Palm Beach, Palm Beach County, Florida  
this \_\_\_\_ day of \_\_\_\_\_, 1995.

SIGNED AND DATED

MAY 10 1995

~~RONALD J. ALVAREZ~~  
CIRCUIT COURT JUDGE

Copies furnished to:

All parties on the attached Counsel List



## EXHIBIT "A"

### SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this 21st day of April, 1995 by and between HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC., a Florida corporation (hereinafter HBREH) and the TOWN OF HIGHLAND BEACH, a Florida municipal corporation (hereinafter TOWN), who agree upon the following terms and conditions:

#### WITNESSETH:

WHEREAS, HBREH is the owner of certain real property described as TOWN Lots 10E, 9W and 10W, as is more fully-described in the attached Exhibit 1, located in Highland Beach, Palm Beach County, Florida;

WHEREAS, HBREH has filed an action against the TOWN styled HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC. vs. TOWN OF HIGHLAND BEACH, Case No: CL 94-5293 AJ in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida and has alleged therein, inter alia, that its property has been taken under principles of inverse condemnation and that the zoning applicable for the property is unconstitutional in its application inasmuch as it is controlled by a stipulated settlement recorded in the records of Palm Beach County as a result of the settlement of a previous lawsuit between Plaintiff's predecessor titled and styled C.D. MILANI, TRUSTEE et al vs. TOWN OF HIGHLAND BEACH et al., Case No: 82-6846 CL (L) (01) J in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida;

WHEREAS, the TOWN and HBREH have agreed to resolve their differences by the execution of this Settlement Agreement which has been approved by the TOWN at a duly noticed public meeting by virtue of its passage of Resolution No: 662 pursuant to Chapter 30, Section 14.1 of the Highland Beach Town Code;

WHEREAS, the TOWN AND HBREH agree that this action derives from the status of the certain real property as it existed when it was acquired by HBREH;

WHEREAS, the parties have reached this agreement which they mutually feel is in the best public interest and to accommodate the legitimate interests of each other and that by this agreement the parties are seeking to restore their respective rights as they existed at the time the property was acquired by HBREH; and

NOW, THEREFORE, in consideration of the above and mutual interests arising hereunder, the legal sufficiency which is hereby acknowledged, it is hereby stipulated and agreed as follows:

1. The statements set forth in the preamble above are restated and incorporated herein by reference.



2. The HBREH shall execute a release in favor of the TOWN, its agents, servants, officials, attorneys, employees and insurer, a copy of which are attached as Exhibit 2.

3. Counsel for the parties shall execute a Stipulation for an Order of Dismissal with Prejudice of the above lawsuit, with each party bearing its costs and attorneys fees, a copy of which is as attached as Exhibit 3 which shall provide that, the Circuit Court of Palm Beach County, Division AJ shall retain jurisdiction solely of the settlement agreement to enforce any non-compliance therewith. In the event that any action is brought for enforcement, the prevailing party of that action shall be entitled to recover taxable costs and a reasonable fee for one attorney from the losing party .

4. For a period of 30 YEARS from the date set forth above, HBREH or any heir or devisee, successor, purchaser or assign thereof, shall be allowed to pursue development of the above described property under the following parameters which will be substituted for any provision of the TOWN code relating to building and zoning that is inconsistent herewith:

(A) TOWN Lots 9W and 10W.

- (1) Total density: Nine (9) dwelling units.
- (2) Permitted uses: Single-family detached, single family townhouse, single-family zero-lot line and multi-family condominium.
- (3) Permitted attachments and accessory uses and buildings: Privacy walls to a maximum height of eight feet (8'); walkways; decks; patios; fireplaces; awnings; verandas; trellis/arbores; skylights; screened pool/decks; detached garages with storage lofts above.
- (4) Minimum setbacks for principal buildings: East - 10 feet; north and south side (from property line) - 5 feet; interior side (from other principal buildings) - zero (0) feet; west 5 feet; west and north (from existing tennis court) there shall be no minimum setback.
- (5) Minimum setbacks for accessory buildings and pools: East - 5 feet; south and north side (from property line) - 5 feet; interior side (from other buildings) - 0 feet; west - 5 feet; west and north (from existing tennis courts there shall be no minimum setback; all



privacy walls and hedges may be located on the property lines.

- (6) Parking: Two (2) designated spaces per dwelling unit.
- (7) Ingress and Egress: The Town shall not restrict points of ingress and egress for the subject property along State Road A1A.
- (8) Maximum height: 40 feet, measured from the ground level which shall be 8.5 feet above mean sea level for principal buildings. Detached garages with storage lofts shall not exceed 25 feet in height as measured above the slab for such garages.
- (9) Maximum number of floors: 3 floors exclusive of any ground floor parking.
- (10) Minimum finished floor level for accessory buildings: a minimum of six (6) inches above the crown of State Road A1A fronting the subject site, but not less than the TOWN Code in effect at the time this Agreement is executed.
- (11) Building Code: The Southern Standard Building Code with any county-wide amendments.
- (12) Site work improvement, Building Code and Piling permits: To be issued upon request to the TOWN building official provided that the plans submitted comply with the provisions of this Agreement and the Southern Standard Building Code and any county-wide amendments. Provided, however, the property described above and herein shall be exempt from compliance with any provisions of the TOWN Code pertaining to regulated vegetative and animal species and archeological artifacts for the issuance of a site work improvement permit.
- (13) Impact fees: The TOWN shall waive any impact fees applicable to the development of the subject property during the term of this agreement. However, all other fees of the TOWN shall be paid in accordance with the TOWN Code relating to the development of the subject property in effect at the time of the execution of this Agreement.

(B) TOWN Lot 10 E.

- (1) Total density: 4 dwelling units.
- (2) Permitted uses: Development may occur in one of the following three ways:
  - (a) One (1) single-family detached unit with detached maid quarters and a four-car detached garage with guest quarters above; or
  - (b) Three (3) single family detached units with appurtenant amenities and accessory buildings such as attached garages; or
  - (c) Four (4) single-family attached units with all appurtenant amenities and accessory buildings attached.
- (3) Permitted attachments and accessory uses and buildings: Privacy walls to a maximum height of eight feet (8'); walkways; dune walk-overs or stairways to the beach; decks; patios; fireplaces; awnings; verandas; trellis/arbors; skylights; pools; and screened pool/decks.
- (4) Minimum setbacks for principal buildings: West - 10 feet from the property line along SR A1A; north and south side (from property line) - 5 feet; interior side (from other principal buildings) - 0 feet; east - 13 feet east of Coastal Construction Control Line.
- (5) Minimum setbacks for accessory buildings and pools: West - 10 feet from property line along SR A1A; north and south side (from property line) - 5 feet; interior side (from other buildings) - 0 feet; east - 13' east of the Coastal Construction Control Line.
- (6) Parking: Two designated spaces per dwelling unit.
- (7) Ingress and Egress: The TOWN shall not restrict points of ingress and egress for the subject property along State Road A1A right of way.
- (8) Maximum height: 45 feet above the slab of the principal habitable floor of the home existing at the time of the execution of this Agreement.



- (9) Maximum number of floors: three (3) floors above the slab of the principal habitable floor of the home existing at the time of the execution of this Agreement.
- (10) Minimum finished floor level for accessory buildings: A minimum of six (6) inches above the crown of State Road A1A fronting the subject site, but not less than the TOWN Code in effect at the time of execution of this agreement.
- (11) Building Code: The Southern Standard Building Code with any county-wide amendments.
- (12) Site work improvement, Building Code and piling permits: To be issued upon request to the TOWN building official provided that plans submitted comply with the provisions of this Agreement and the Southern Standard Building Code and any county-wide amendments. Provided, however, that the property described above and herein shall be exempt from compliance with any provisions of the TOWN Code pertaining to regulated vegetative and animal species and archeological artifacts for the issuance of their site work improvement permit.
- (13) Impact fees: The TOWN shall waive any impact fees applicable to the development of the subject property during the term of this agreement. However, all other fees of the TOWN shall be paid in accordance with the TOWN Code relating to the development of the subject property in effect at the time of the execution of this Agreement.

5. That during the 30 YEARS after the date of the execution of this Agreement as set forth above:

(a) All parameters of developments specified herein would be applicable to the property and will run with the title to the property as to HBREH or any successor, purchaser, assign, heir or devisee. All building permits for the development permitted hereunder must be secured within 30 YEARS from the date of the execution of this Agreement. Any permit not secured for the construction of a residential dwelling unit building, accessory use or amenity within 30 YEARS from the date of execution of this Agreement cannot be built, at which time this Agreement will terminate and the property shall, thereafter, be subjected to TOWN Codes, rules,



regulations and ordinances then in effect and the continuing jurisdiction of the Circuit Court of Palm Beach County, Florida for enforcement purposes only shall terminate.

(b) The TOWN shall cooperate with the property owner in and not lodge any objections to, any application made by the property owner to any county, state or federal agencies with respect to the development of the subject property within the parameters set forth in this Agreement.

(c) Upon submission of a proper application for permits, the TOWN shall provide the required water and sewer services and hook-ups to the property to accommodate the residential dwelling units specified herein at the same rate charged to similar residential service in the TOWN at the time of connection.

6. The TOWN shall, to the extent necessary, amend its Comprehensive Land Use Plan as it affects the subject property during its next scheduled review to allow development consistent with the provisions of this Agreement. The TOWN agrees and acknowledges that development consistent with this Agreement may commence immediately without any changes to the TOWN'S comprehensive land use plan or zoning code.

7. No waiver by any party hereto of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by any other party of the same or any other provision or the enforcement thereof.

8. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs, and devisees and beneficiaries, as applicable.

9. This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida.

10. The preparation of this Agreement has been a joint effort of the parties' counsel. It shall accordingly not be construed more severely against one of the parties than the other.

11. This Agreement cannot be amended, supplemented or modified except by an instrument in writing signed by both parties.

12. The TOWN and EBREH, agree that the Stipulation for Settlement executed on May 11, 1984 and recorded in the Public Records of Palm Beach County, Florida on May 17, 1984 at O.R. Book 4242, page 0620 by the Clerk of the Circuit Court of Palm Beach County is hereby canceled and held null and void and of no effect and that an appropriate instrument shall be prepared, executed and recorded in the form described in Exhibit 4 within concurrently



with the entry of the Order of Dismissal with Prejudice of the litigation described above.

13. This agreement may be recorded at the option of HBREH after the Order of Dismissal with Prejudice has been entered by the Court. Provided, however, if HBREH elects to record this agreement, it, on behalf of itself and any heirs, successors or assigns, hereby waives and releases TOWN from any future claims or causes of action that the recorded agreement is a slander or defect in its, or any heirs', successors' or assigns', title to the property.

Signed, sealed and delivered  
in the presence of:

Richard G. Orman  
Witness

Richard G. Orman  
[Print witness name]

John L. Bryan Jr.  
Witness

John L. Bryan Jr.  
[Print witness name]

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21<sup>st</sup>  
day of April, 1995 by Lucia Milani  
and Lucia Milani the President and  
Secretary of the corporation, respectively, on  
behalf of HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC., a Florida  
corporation, they are personally known to me or have produced  
\_\_\_\_\_ as identification.

My commission expires:

HIGHLANDS BEACH REAL HOLDINGS,  
INC. ("HBREH")

By: [Signature] President

Attest: [Signature]  
Its: Secretary

Michael Seamon  
[Printed name]

Notary Public in and for said  
County and State. No: \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JULY 9, 1995  
BONDED THRU GENERAL INS. UFG.

Signed, sealed and delivered  
in the presence of:

Thor Oly  
Witness  
Thomas E. Oly  
[Print witness name]

George P. Roberts Jr  
Witness  
George P. Roberts Jr  
[Print witness name]

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21<sup>st</sup>  
day of April, 1995 by Arlin Voress  
and Doris Trinley the Mayor and  
Town Clerk of the municipal corporation,  
respectively, on behalf of TOWN OF HIGHLAND BEACH, a Florida  
municipal corporation, they are personally known to me or have  
produced \_\_\_\_\_ as identification.

My commission expires:

TOWN OF HIGHLAND BEACH  
("TOWN")

By: Arlin Voress  
Arlin Voress, Mayor  
Attest: Doris M. Trinley  
Its: Town Clerk

Michael Seaman  
[Printed name]  
Notary Public in and for said  
County and State. No: \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JULY 9, 1995  
BONDED THIS GENERAL INS. UND.



Parcel I - The North 100 feet of the South 300 feet of the North Half of the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, lying East of the East right-of-way line of State Road No. A-1-A.

Parcel II - The North 32.1325 feet of the South 867 feet of the North One-Half (1/2) of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, State of Florida, lying East of the East right-of-way line at State Road No. A-1-A, said lands situate, lying in Palm Beach County, Florida.

All situate, lying and being in Palm Beach County, Florida.

(The above mentioned property is identified as Lot 10 lying east of State Road A1A on the Town map)

AND

The North 61.13 feet of the South 867.00 feet of the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida, lying west of the West right-of-way line of State Road No. A-1-A and part of the North 100.00 feet of the South 300.00 feet of the North half of the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, and more particularly described as follows:

Beginning at the intersection of the West right-of-way line of State Road A-1-A with the southerly line of the North 31.13 feet of the South 867.00 feet of the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida; thence along the aforementioned South line North 89°34'30" West 226.62 feet; thence North 11°29'05" East 62.29 feet; thence South 89°34'30" East along the northerly line of the previously mentioned North 61.13 feet of the South 867.00 feet of the North half of Government Lot 1, 94.52 feet; thence, North 8°25'30" East 100.90 feet; thence, along the northerly line of the North 100.00 feet of the South 300.00 feet of the North half of the North half of Government Lot 1, Section 9, Township 47 South, Range 43 East, South 89°34'30" East 122.59 feet to the westerly right of way line of State Road A-1-A; thence southerly along the arc of a 28697.9 foot radius curve, concave easterly, whose chord bears South 06°16'07" West an arc distance of 161.97 feet to the Point of Beginning.

(The above mentioned property is identified as Lots 9 and 10 lying West of State Road A1A on the Town map)

EXHIBIT 2

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC., the owner of Lots 9W, 10W and 10E (the "property"), its employees, agents, principals, officers, directors, administrators, representatives, engineers, accountants, attorneys, parent corporations, successors, assigns, past and present, and LUCIA MILANI, the first party, for and in consideration of the sum of ten dollars (\$10.00), and other good and valuable consideration, the received of which is hereby acknowledged, received from or on behalf of:

The TOWN OF HIGHLAND BEACH, its employees, agents, officials, servants, board members, commissioners, representatives, attorneys and insurers, past and present, the second party,

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, alleged state law violations, alleged civil rights violations, constitutional claims, condemnations, inverse condemnations, temporary takings, permanent takings, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents except for those rights that it has secured in that certain Settlement Agreement executed on April 21, 1995, and which includes, but is not limited to any claims that:

(a) were raised or could have been raised in that certain lawsuit styled HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC., vs. TOWN OF HIGHLAND BEACH, Case No: CL 94-5293 AJ in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida; and

(b) were related to or arise from any actions taken or not taken by the TOWN, its building officials, managers, employees, clerks, board members, commissioners, attorneys, past or present, in connection with said property, and any claims, approvals, or correspondence related to said property in the TOWN or related to the above-referenced lawsuit.

IN WITNESS WHEREOF, have hereunto set our hands and seals this 21st day of April, 1995.



Signed, sealed and delivered  
in the presence of:

HIGHLANDS BEACH REAL ESTATE  
HOLDINGS, INC.  
a Florida corporation

John L. Bryan Jr.  
Witness

By: [Signature], President

John L. Bryan Jr.  
[Print witness name]

Attest: [Signature]  
Its: President  
          & Secretary

Richard G. Orman  
Witness

Richard G. Orman  
[Print witness name]

LUCIA MILANI

By: [Signature]

John L. Bryan Jr.  
Witness

John L. Bryan Jr.  
[Print witness name]

Richard G. Orman  
Witness

Richard G. Orman  
[Print witness name]

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st  
day of APRIL, 1995 by LUCIA MILANI (INDIVIDUALLY)  
and LUCIA MILANI the PRESIDENT and  
SECRETARY of the corporation, respectively, on  
behalf of HIGHLANDS BEACH REAL ESTATE HOLDINGS, INC., a Florida  
corporation, and LUCIA MILANI who are personally known to me or

have produced \_\_\_\_\_ as identification

Doris M. Trinley  
DORIS M. TRINLEY  
[Printed name]

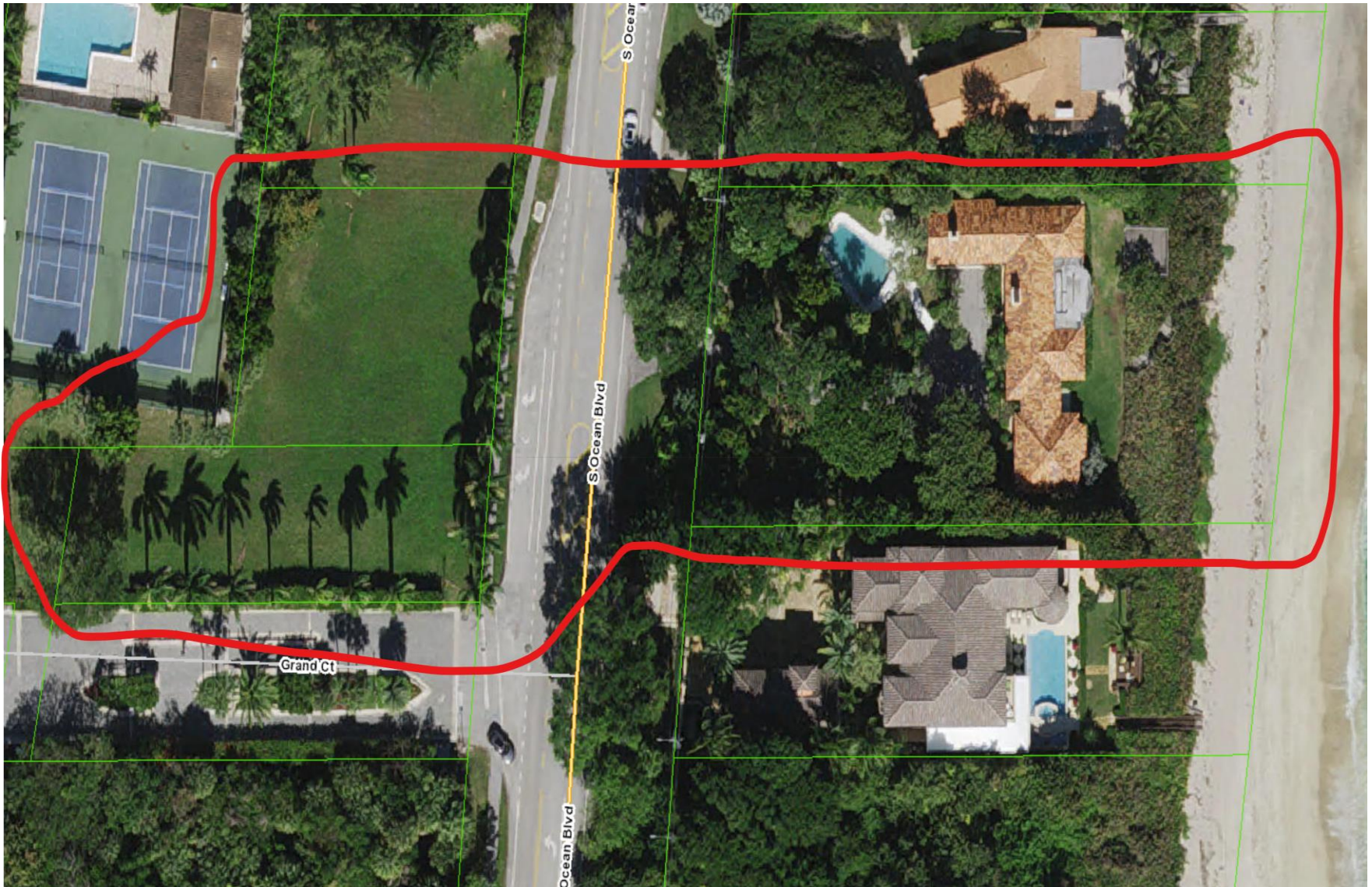
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JULY 27, 1995  
BONDED THRU GENERAL INS. UHO.

Notary Public in and for said  
County and State

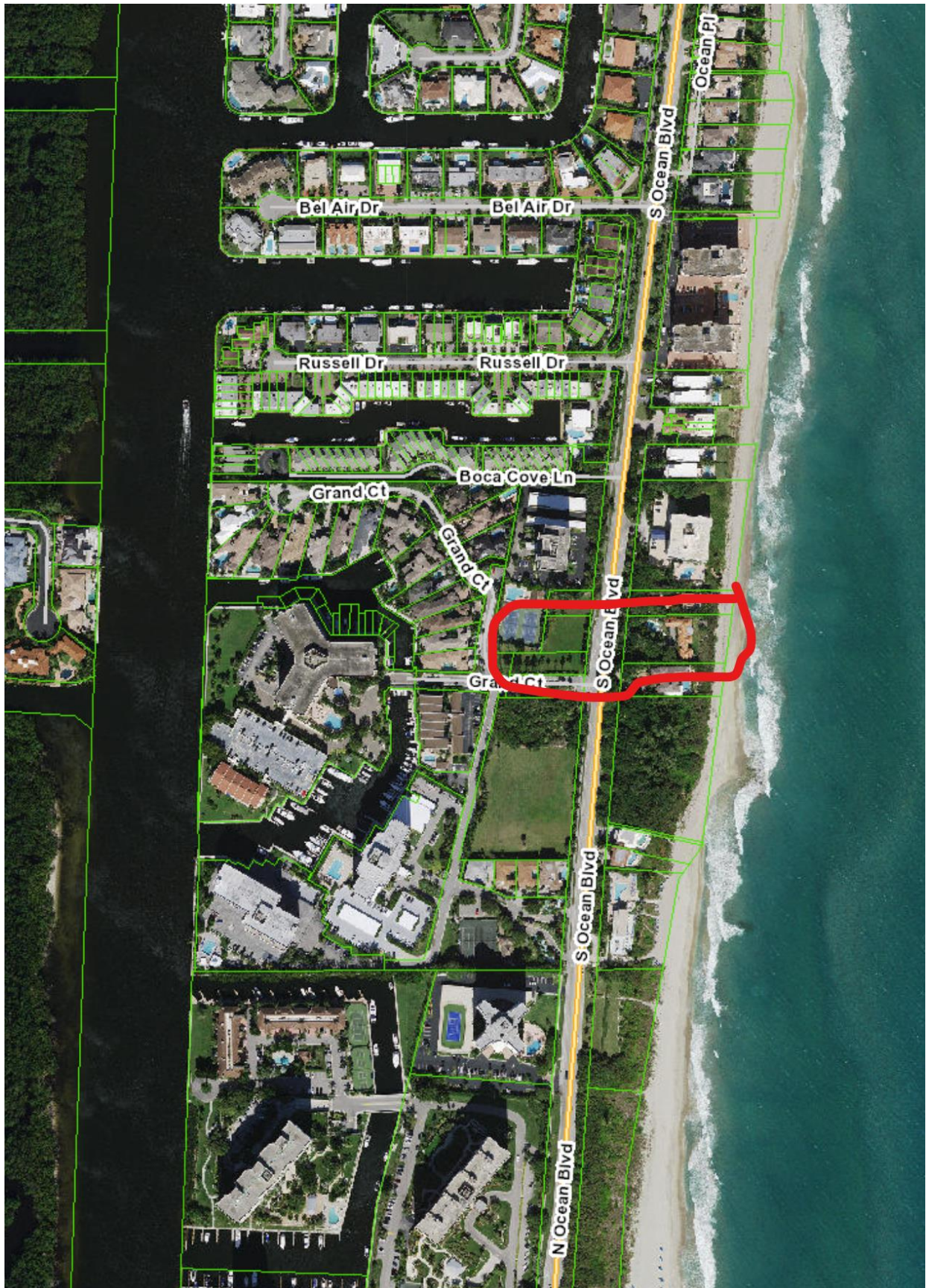
No: N/A





**Milani Property (Non-park Property)**





Milani Property (Non-Park Property)



**File Attachments for Item:**

B. Discussion of the Troiano Family request regarding lot split at 4611 So. Ocean Blvd.



# TOWN OF HIGHLAND BEACH

## AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** May 16, 2023

**SUBMITTED BY:** Town Manager's Office

**SUBJECT:** Troiano Property – Lot Split Discussion

---

### **SUMMARY:**

The Troiano Family owns 4611 South Ocean Boulevard which is currently bifurcated by A1A (refer to attached maps.) That is, the beach front single family home exists east of A1A while the westside of the property is undeveloped. The family would like to split the property into a west side lot and an eastside lot, and each carry a separate zoning designation.

Section 30-103(d) of the Town Code Ordinance prohibits the desired property to be split as the western portion of the property (portion west of A1A) would be non-conforming based on road frontage. The section reads "*Creation of nonconforming lots prohibited, unless otherwise provided herein, a division of any parcel shall not be made which creates a lot which does not conform to the requirements of this chapter.*"

The Troiano Family has requested an opportunity to discuss this issue with the Commission in hopes that a minor ordinance modification can be made to allow for the desired lot split. Mrs. Troiano has submitted a letter requesting such an ordinance modification.

### **Property Description from Deed:**

*The North 67.38 feet of the South 367.38 feet of the North Half of the North Half of Government Lot 1, Section 9, Township 47 South, Range 43 East, Palm Beach County, Florida, subject to right-of-way of State Road A-1-A.*

*Subject to the easements, restrictions, and reservations of record, if any; zoning ordinances, matters of survey; and taxes subsequent the year 1988.*

*More commonly known as: 4611 South Ocean Blvd., Highland Beach, Florida.*

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### **FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Letter from Mrs. Troiano dated May 10, 2023  
Aerial Maps

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**RECOMMENDATION:**

Commission discussion.

Highland Beach Town Commission  
Town of Highland Beach  
3614 South Ocean Blvd.  
Highland Beach, FL. 33487

Attn: Agenda for meeting May 16, 2023 @1:30PM

Dear Honorable Mayor, Vice Mayor and Highland Beach Town Commissioners,

My husband Dr. Frank Troiano and I are requesting that the parcel, addressed 4611 S Ocean Blvd., to the west of A1A be recognized by the Town of Highland Beach as a separate lot, than the lot, addressed 4611 S Ocean Blvd., to the east of A1A. We would like to build a family home on the west side parcel in the future.

Due to the construction of A-1-A and the adoption of the Highland Beach Comprehensive Plan the lots became separate and distinct lots.

Both lots have always been given different land use and zoning classifications in the **Highland Beach Comprehensive Plan**. RMI - multi family land use on the west side and single family land use on the east side.

Palm Beach County recognizes the lots as being separate on our/their county record card, specifically, lot size designation, tax billing and zoning.

The zoning for the lot is complimentary and in keeping with the zoning of all the other lots around it (north, south and west).

There has been some question regarding non-conformity which calls for conforming lots to be 80' wide. Our lots are 68.06' wide which is considered non-conforming; however, this non-conformity is benign and does not have a negative impact on the health and safety of the public. Our lots are less than 12 feet shy of the 80' conformity. Another reason to further our case, was pointed out by Mr. Labadie and that is our lots are the only lots in Highland Beach that are of this particular type and therefore they are unique and the situation is unique. No case law has been discovered that would negatively apply to our circumstance.

**Conclusion:** The two separate lots are physically divided by A-1-A. Both lots have separate zoning classifications. The county record card recognizes the lots as being separate as defined by lot size, tax billing and zoning classification. All of

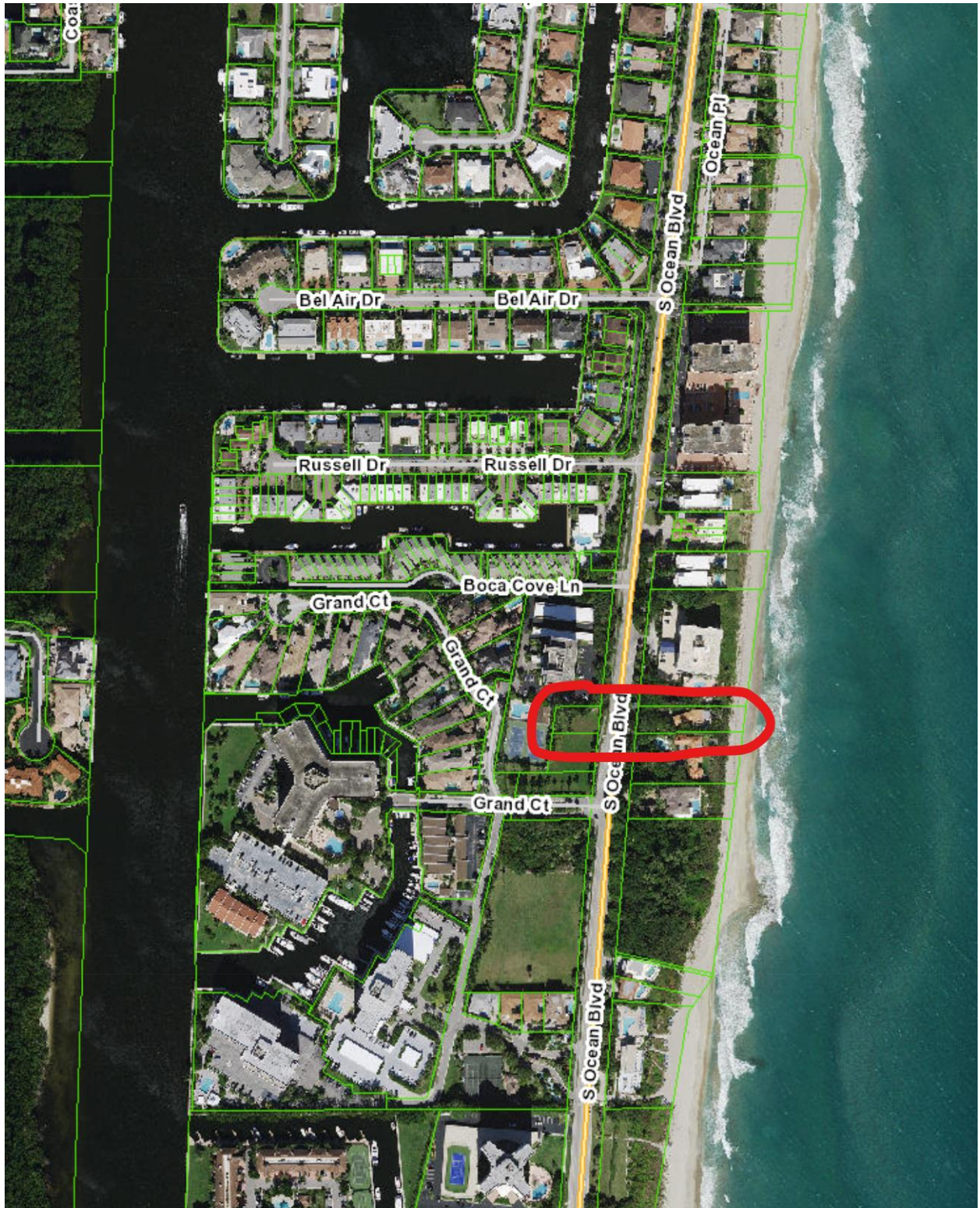


the other lots around our west side lot are zoned the same as ours. There is no negative impact on the health and safety of the public by recognizing the lots as distinct and separate. By recognizing that the lots are separate our family would be able to build a beautiful home on the west side lot.

Thank you for this opportunity to meet with you.

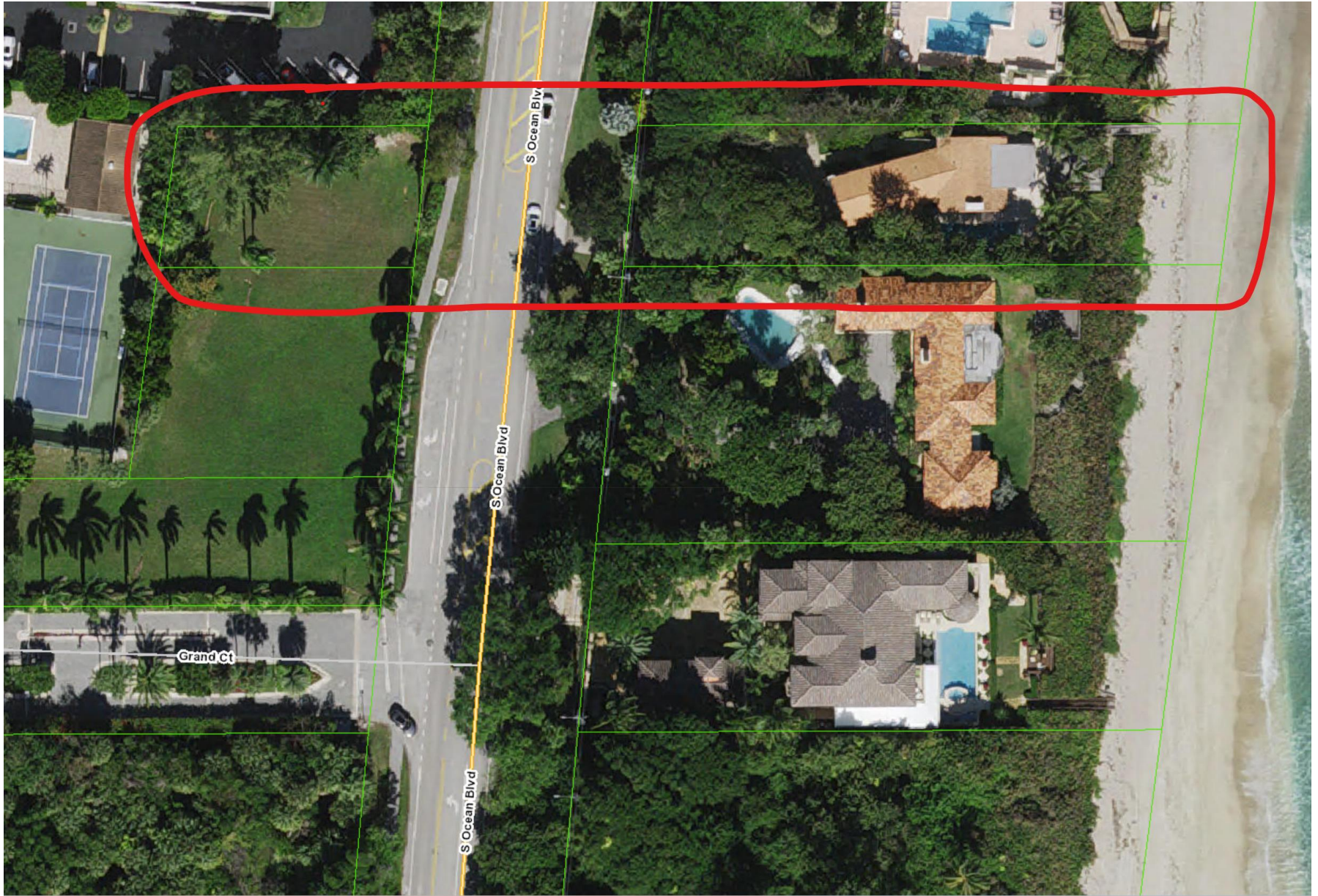
Respectfully,

Laura Troiano



Troiano Property





Troiano Property

**File Attachments for Item:**

C. Approve and authorize the Mayor to executed Amendment No. 001 to the Interlocal Cooperation Agreement between Palm Beach County and the Town of Highland Beach enabling the Town to continue to participate in Palm Beach County's Urban County Program for Fiscal Years 2024-2026.





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission

**MEETING DATE** May 16, 2023

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** Amendment to the Interlocal Cooperation Agreement between Palm Beach County and the Town of Highland Beach enabling the Town to continue to participate in Palm Beach County's Urban County Program for Fiscal Years 2024-2026.

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## **SUMMARY:**

On May 19, 2020, the Town Commission approved an Interlocal Cooperation Agreement ("Agreement") between Palm Beach County and the Town of Highland Beach to formalize the Town's participation in the urban county qualification process for Federal Fiscal Years 2021-2023 (motion carried 5-0). In order to receive federal community development funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant Program (CDBG), the Town agreed to participate with the County in the creation of the Urban County Program jurisdiction.

The Agreement is automatically renewed every three (3) years at the end of the qualification period. HUD has amended one (1) of the clauses in the original agreement to promote adherence to regulations pertaining to non-discrimination in HUD programs or activities receiving Federal Finance Assistance. The Agreement is being amended to comply with this HUD requirement which was not included in the previous Agreement. The Town's continued participation in the Urban County Program will increase the amount of federal funding which HUD allocates to the County program, thereby benefitting the wider local community.

The HUD programs associated with the Interlocal Cooperation Agreement are primarily targeted to low and moderate income populations. The Town's demographics would preclude allocation of funds to the Town; however, the funds support community facilities located outside of the Town which Town residents may use. These funds support services for abused children, victims of domestic violence, veterans, persons with disabilities, etc.

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## **FISCAL IMPACT**

N/A

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**ATTACHMENTS:**

Amended Interlocal Cooperation Agreement.

Letter from PBC Department of Housing & Economic Sustainability (April 20, 2023).

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**RECOMMENDATION:**

Approve Amended Interlocal Cooperation Agreement.

## AMENDMENT 001 TO THE AGREEMENT WITH TOWN OF HIGHLAND BEACH

**Amendment 001**, effective as of \_\_\_\_\_, by and between **Palm Beach County** (County), and the **Town of Highland Beach** (Municipality).

WITNESSETH:

**WHEREAS**, Palm Beach County entered into an Interlocal Cooperation Agreement (R2020-1226) (the "Agreement") with the Municipality on August 25, 2020, to formalize the Municipality's participation in the urban county qualification process for Federal Fiscal Years 2021- 2023; and

**WHEREAS**, the Agreement is automatically renewed every three years at the end of the qualification period and is now due for renewal; and

**WHEREAS**, HUD has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2024-2026 that all interlocal agreements should contain specific language; and

**WHEREAS**, the Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

**WHEREAS**, both parties desire to amend the Agreement to comply with HUD's requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

### **A. DELETE THE FOLLOWING CLAUSE 11:**

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

### **B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:**

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any

activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification. The Municipality agrees to sign the assurances and certifications in the HUD 424-B.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 001 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

**TOWN OF HIGHLAND BEACH, a  
municipality duly organized and existing by  
virtue of the laws of the State of Florida**

ATTEST:

By: \_\_\_\_\_  
Natasha Moore, Mayor

By: \_\_\_\_\_  
Lanelda Gaskins, Town Clerk

By: \_\_\_\_\_  
Marshal Labadie, Town Manager

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**  
  
**BOARD OF COUNTY COMMISSIONERS**

ATTEST: JOSEPH ABRUZZO,  
Clerk of the Circuit Court & Comptroller

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing and Economic Sustainability

By: \_\_\_\_\_  
Howard J. Falcon, III,  
Chief Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard  
Deputy Director





**Department of  
Housing & Economic  
Development**

Strategic Planning Division

100 Australian Avenue - Suite 500

West Palm Beach, FL 33406

(561) 233-3600

[www.pbcgov.com/hed](http://www.pbcgov.com/hed)

**Palm Beach County  
Board of County  
Commissioners**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

April 20, 2023

Marshall Labadie, Town Manager  
Town of Highland Beach  
3614 South Ocean Blvd.  
Highland Beach, FL 33487

RE: Urban County Qualification Process FYs 2024 - 2026

Dear Mr. Labadie:

On August 25, 2020, the Board of County Commissioners (BCC) executed an interlocal cooperation agreement (R2020-1226) with the Town of Highland Beach as part of the Urban County Qualification Process for Federal Fiscal Years 2021-2023. Under this Agreement, the Town of Highland Beach agreed to participate with the County in the creation of the Urban County Program jurisdiction for the receipt of federal community development funds from the U.S. Department of Housing and Urban Development (HUD).

The Agreement states, "*The agreement shall be automatically renewed at the end of the qualification period and at the end of each subsequent qualification period unless either party provides a written notice in which it elects to not participate in a new qualification period.*" The current three year qualifying period will expire on September 30, 2024 and will require your renewal to cover the October 1, 2024 to September 30, 2027 time period.

In order to continue participation in the Urban County Program and renew the Agreement, please execute the enclosed four (4) copies of the amendment to our interlocal cooperation agreement, and return them to HED no later than May 19, 2023. This is necessary because HUD has amended one of the clauses in the original agreement to promote adherence to regulations pertaining to non-discrimination in HUD programs or activities receiving Federal Financial Assistance.

In addition, please provide written confirmation of your continued participation in the Urban County Program utilizing the enclosed letter template. Please send your letter to the PBC Department of Housing and Economic Development, and also to HUD's Miami Field Office addressed as follows:

Lisa Johnson, Director  
Community Planning & Development Division  
U.S. Department of Housing and Urban Development  
909 SE 1st Avenue, Room 500  
Miami, FL 33131



Please contact Sheila Brown, Senior Planner, at (561) 233-3688 or [sabrown@pbcgov.org](mailto:sabrown@pbcgov.org), if you have any questions concerning this letter.

Sincerely,

A handwritten signature in blue ink that reads "Jonathan Brown". The signature is fluid and cursive, with the first name "Jonathan" and the last name "Brown" clearly legible.

Jonathan B. Brown, Director  
Department of Housing and Economic Development

Enclosures

CC: Lanelda Gaskins, Town Clerk, Town of Highland Beach  
Sherry Howard, Deputy Director, PBC HED  
Carlos Serrano, SPO Director, PBC HED

**File Attachments for Item:**

D. Resolution No. 2023-011

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Fiscal Year 2022-2023 Schedule of Fees for Solid Waste and Recycling Collection Services, providing for conflicts, providing for severability, and providing for an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** May 16, 2023

**SUBMITTED BY:** Town Manager's Office

**SUBJECT:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 SCHEDULE OF FEES FOR SOLID WASTE AND RECYCLING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

---

## **SUMMARY:**

Upon approval of the new Waste Management agreement, the fee schedule for the current fiscal year requires an update to reflect the new fees associated for solid waste and recycling services. The proposed resolution amends the current fee schedule for FY 2022-2023, from June 1, 2023, to September 30, 2023. The fee schedule for FY 2023-2024 will be forthcoming for the Commission's consideration and the fees will again be incorporated to reflect the new rates.

---

## **FISCAL IMPACT:**

Rate changes will have an impact on the Solid Waste budget due to the increase associated with the new agreement with Waste Management.

---

## **ATTACHMENTS:**

Proposed Resolution including Exhibit A, which outlines the new fees for Solid waste and recycling services.

---

## **RECOMMENDATION:**

Commission approval of the proposed resolution adopting the new fees for solid waste, effective June 1, 2023 through September 30, 2023.





## **RESOLUTION NO. 2023-011**

### **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 SCHEDULE OF FEES FOR SOLID WASTE AND RECYCLING SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Highland Beach maintains a Schedule of Fees for certain utilities and administrative services; and

**WHEREAS**, the Town has awarded a new Franchise Agreement to Waste Management of Florida, Inc. for solid waste and recycling collection services effective June 1, 2023; and

**WHEREAS**, the Town Commission wishes to amend the Fiscal Year 2022-2023 Schedule of Fees to reflect the rates set forth in the new Franchise Agreement and determines that such action serves a valid public purpose.

### **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Town Commission hereby amends the Fiscal Year 2022-2023 “Town of Highland Beach Schedule of Fees” for solid waste and recycling collection services as set forth in Exhibit “A,” a copy of which is attached hereto and incorporated herein by reference.

**Section 3.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** If any provision of this Resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application and to this end the provisions of this Resolution are declared severable.

**Section 5.** This Resolution shall become effective upon approval by Town Commission.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
Natasha Moore, Mayor

**REVIEWED                      FOR                      LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Glen Torcivia, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES    NO**

Mayor Natasha Moore  
Vice Mayor David Stern  
Commissioner Evalyn David  
Commissioner Donald Peters  
Commissioner Judith M. Goldberg

**EXHIBIT “A”**

**TOWN OF HIGHLAND BEACH**  
**SCHEDULE OF FEES**

EFFECTIVE 06/01/2023 – 09/30/2023

**VIII. SOLID WASTE, YARD WASTE AND RECYCLING SERVICES**

a. Single-family curbside	\$ 29.15 per month*
b. Multi-family curbside (4 units or less)	\$ 29.15 per month*
c. Multi-family curbside (more than 4 units)	\$ 17.46 per month*
d. Special medical services	Per Contract
e. Container rentals	Per Contract
f. Commercial services	Per Contract

\*Cost includes 5% administrative charge

**File Attachments for Item:**

E. Water Sewer Update





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

**MEETING TYPE:** Town Commission Meeting  
**MEETING DATE** 05/16/2023  
**SUBMITTED BY:** David M. DiLena, Finance Director  
**SUBJECT:** Water Sewer Update

Resolution No 2022-022 adjusted water rates by 10% and Sewer rates by 12% effective October 1, 2022. We have finished billing through the first six (6) months (aka 2<sup>nd</sup> Quarter) of the fiscal year ending March 31, 2023, and summarized below:

Water & Irrigation					
Description	2023 Annual Budget	2023 YTD 2nd Q Actuals	2023 YTD 2nd Q Budget	\$ Var	% Var
WATER UTILITY REVENUE	\$ 2,451,615	\$ 1,289,852	\$ 1,225,808	\$ 64,045	5.2%
IRRIGATION UTILITY REVENUE	583,360	265,491	291,680	(26,189)	-9.0%
Total Water	\$ 3,034,975	\$ 1,555,343	\$ 1,517,488	\$ 37,856	2.5%

[1] Seasonality - will pickup during Q3 & Q4

Description	2022 Annual Budget	2023 YTD 2nd Q Actuals	2022 YTD 2nd Q Actuals	\$ Var	% Var
WATER UTILITY REVENUE	2,637,200	\$ 1,555,343	\$ 1,325,983	\$ 229,360	17.3%

Sewer					
Description	2023 Annual Budget	2023 YTD 2nd Q Actuals	2023 YTD 2nd Q Budget	\$ Var	% Var
SEWER UTILITIES REVENUE	\$ 1,524,334	\$ 831,696	\$ 762,167	\$ 69,529	9.1%

Description	2022 Annual Budget	2023 YTD 2nd Q Actuals	2022 YTD 2nd Q Budget	\$ Var	% Var
SEWER UTILITIES REVENUE	1,569,000	\$ 831,696	\$ 669,900	\$ 161,796	24.2%

## Water Revenue

- Through the 2nd Quarter of FY2023 Water Revenue exceeded the budget by 5.2% or \$64,045, whereas Irrigation Revenue is trailing by -9% or -\$26,189. Due to the high seasonality of Highland Beach, we are anticipating Irrigation Revenue to pick up the slack during the summer months and exceed budgeted amounts.
- Revenues increased by \$229,360 or 17% for FY2023 2nd Quarter VS FY2022 2nd Quarter because of the increase in consumption and rates.

## Sewer Revenue

- Through the 2<sup>nd</sup> Quarter of FY2023 Sewer Revenue exceeded our budget by 9.1% or \$69,526.
- Revenues increased by \$161,796 or 24% for FY2023 VS FY2022 2<sup>nd</sup> Quarter because of the increase in treatment and rates.

## Water Expenditures

Water Fund				
Description	2023 Annual Budget	2023 YTD 2nd Q Actuals	% Spent	% Remaining
Expenditures				
Salaries & Related	1,135,758	538,570	47%	53%
Operations	1,610,944	966,547	60%	40%
Debt Service	1,549,192	774,612	50%	50%
Capital	547,246	535,864	98%	2%
Total Expenditures	4,843,140	2,815,592		

- Salaries and Related Expenditures are currently under budget by 2%
- Operating expenses are currently tracking over budget by 10%, which is the result of inflation pressures as well as increased fuel purchase to bring fuel tank levels up to pre-hurricane levels. We anticipate 2<sup>nd</sup> half of the year for operating expenditures to level out at or below budget.
- Capital Program is totally spent for the year.

## Sewer Expenditures

Sewer Fund				
Description	2023 Annual Budget	2023 YTD 2nd Q Actuals	% Spent	% Remaining
Expenditures				
Operations	1,557,692	783,906	50%	50%
Capital	225,000	-	0%	100%
Total Expenditures	1,782,692	783,906		

- Operating expenditure is currently in line with our current budget plan.
- Capital Expenditures have not been incurred yet, but we are anticipating spending the entire capital budget.

## New Updates

The staff are currently working on a new tool that will provide better details of our data for analysis. This analysis includes looking at historic and current data and trends. Power BI Desktop is a self-service **data analysis and reporting tool** that turns data into visual interactive information for all stakeholders.