

RESOLUTION 69-11-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A NON-EXCLUSIVE FRANCHISE AGREEMENT WITH WASTE MANAGEMENT, INC., FOR THE PROVISION OF ROLL-OFF COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, on December 6, 2017 the Town Commission adopted Resolution 99-12-17, establishing a process to grant non-exclusive franchises for the provision of roll-off collection services; and

WHEREAS, pursuant to its Purchasing Ordinance, the Town solicited through a public notice published August 8, 2021 through September 8, 2021, qualified applicants to provide said service; and

WHEREAS, on September 3, 2021, an application was received from Waste Management, Inc., ("Contractor") in response to the Town's public solicitation for non-exclusive roll-off container franchises; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to execute an agreement with the Contractor to award it a non-exclusive franchise for roll-off collection services.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the franchise agreement with Waste Management, Inc. A copy of the proposed contract is attached hereto and incorporated herein as Exhibit A

Section 3. This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u>/</u>	<u> </u>
COMMISSIONER ROGER MICHAUD	<u>/</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution No. 69-11-21 duly passed and adopted this 17 day of November, 2021.

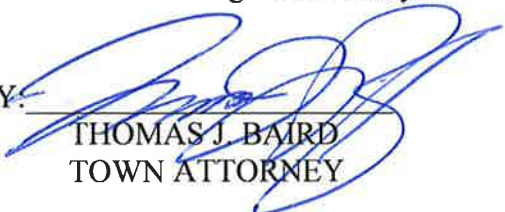
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR ROLL-OFF CONTAINER COLLECTION SERVICES
WITHIN THE TOWN OF LAKE PARK**

THIS NON-EXCLUSIVE FRANCHISE AGREEMENT is made and entered into as of this 17th day of November 2021, by and between the **Town of Lake Park, Florida**, ("Town") whose address is 535 Park Avenue, Lake Park, Florida 33403 and **Waste Management, Inc. of Florida**, a Florida corporation, with a business address at 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431 ("WMI or franchisee").

WITNESSETH THAT

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission previously determined that it is necessary to establish a process for granting non-exclusive franchises for roll-off collection services; and

WHEREAS, the Town Commission previously adopted Resolution 99-12-17, which established an application process for authorizing non-exclusive franchises for roll-off container collection services; and

WHEREAS, this agreement sets forth the terms making an applicant eligible for the award of a non-exclusive franchise by for roll-off container collection services.

SECTION 1. Engaging in business of roll-off collection services.

- (a) No person, company, firm or corporation shall engage in the business of roll-off collection services within the Town without first applying for and receiving a nonexclusive franchise awarded by the Town Commission to engage in roll-off collection services within the Town. This provision shall not apply to roofing contractors who remove roofing debris when replacing a roof pursuant to a permit, provided the removal of roofing debris is not accomplished by use of a roll-off container, trailer or other container whose transport has been removed. The Franchisee who has been awarded a Franchise by the Town Commission shall also be responsible for the payment of any business tax receipts and/or any other licenses which are required by law. The Roll-off collection services awarded by the Town Commission for a nonexclusive

franchise shall be used only by the Franchisee, but not any of its related or affiliated firms. The Franchisee shall not subcontract with any other individual, firm, company or corporation to provide services under awarded franchise.

- (b) All Franchisees shall maintain an office in Palm Beach County where complaints can be received and processed. Each Franchisee shall be responsible for providing the Town copies of any complaints received. The failure to provide the Town with copies of complaints may subject the Franchisee to revocation of its franchise.
- (c) All equipment utilized for roll-off collection services in the Town shall be conspicuously marked on both sides of the container with the name of the Franchisee, container number, tare weight and cubic yard capacity. Identification information shall also be marked on all of the Franchisee's trailer and container units. All markings shall be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town shall comply with federal and state department of transportation regulations pertaining to the operation of roll-off vehicles. All of the Franchisee's drivers shall be appropriately licensed.
- (d) The Franchisee shall perform collection services with as little disturbance as possible. Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection occurs. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the Franchisee, the franchisee shall promptly clean up all spillage or litter. The cost of cleaning up shall be borne by the franchisee and shall not be billed to the Town or the franchisee's customer.
- (e) The Franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of any claims, demands, costs or judgments made or awarded against the Town arising out of the wrongful acts or omission of the Franchisee or its employees, agents or subcontractors in the performance of the Franchisee's roll-off collection services within the Town.

The Town reserves unto itself, in its sole discretion, the power to modify, or to otherwise modify a franchise awarded to a Franchisee.

- (f) Each Franchisee shall obtain and maintain, at its own expense, all licenses and permits which are required by law or regulation to conduct roll-off collection services.
- (g) The grant of a franchise does not relieve a Franchisee from complying with the requirements of Chapter 403, Florida Statutes, and rules established by the Florida Department of Environmental Protection's, the rules and regulations established by OSHA, the laws and rules of the Florida Department of Transportation's rules, and any other applicable federal, state, county and Town laws.

SECTION 2. Nonexclusive franchise fee requirements; monthly fees; reporting requirements.

- (a) All Franchisees shall pay to the Town an annual nonexclusive franchise fee of \$1,500.00, payable the next business day following the Town Commission's approval of the franchise and thereafter on the anniversary date during the franchise term. This fee shall be in addition to the quarterly franchise fee and the business tax charged by the Town.
- (b) All Franchisees shall pay to the Town a roll-off collection fee of 15% of all revenues, net of disposal costs, charged, arising out of any services or operations conducted within the corporate limits of the Town.
- (c) The Franchisee shall, each quarter, within 30 days of the last day of the quarter, deliver to the Town's Finance Department payment for the quarterly collection fees.
- (d) A true and correct statement of the net revenues collected per account during the previous quarter within the Town, certified correct and signed by an individual of the Franchisee who has the authority to legally bind the company, firm, or corporation.
- (e) Payment of roll-off collection fees, in the amount of 15% of all revenues, net of disposal costs.
- (f) A listing, as of the reporting date, of the customer names and address of each location served, the number of containers and size, the collection frequency and the rates charged each account by the Franchisee for roll-off collection services.
- (g) No property owner shall share a roll-off collection account with another property owner.
- (h) Any Franchisee seeking to renew its annual business tax receipt pursuant to the provisions of Chapter 28 of the Lake Park Code of Ordinances shall, in addition to the requirements set forth therein, provide the Town with evidence of payment of all franchise fees and quarterly roll-off collection fees imposed by the provisions of this resolution as a condition of the renewal of its business tax receipt.
- (i) Each Franchisee agrees to permit the Town's auditors, during regular business hours, and after reasonable notice, to audit, inspect and examine the franchisee's fiscal books, records and tax returns, insofar as they relate to Town accounts, to confirm the Franchisees' compliance with this section. If the franchisee does not pay any portion of its quarterly roll-off collection fees, the unpaid fees shall bear interest at the rate of one percent and one half (1.5%) per month on the outstanding balance until fully paid, and the Franchisee shall

be liable to the Town for its expenses of collection, including reasonable attorneys' fees and costs, whether the Town commences legal proceedings, or not. Failure to pay any portion of the quarterly roll-off collection fees assessed may be cause for revocation of the franchise, as provided in this resolution and allowed by law.

SECTION 3. Rates for roll-off collection services.

Rates and charges for roll-off collection services shall be determined by agreement between the Franchisee and its customer. The Franchisee is responsible for billing and collecting all fees and charges for its services directly to and from its customers. The Franchisee shall present the roll-off collection fee payable to the Town as a line item on each customer invoice.

SECTION 4. Disposal required at Town- and/or County-approved facilities.

Any and all solid waste material collected by a Franchisee within the Town shall be disposed of only at facilities designated or approved by the Florida Department of Environmental Protection and/or the Palm Beach County Solid Waste Authority (SWA). The Franchisee shall directly pay the SWA for the disposal costs at the SWA's facilities. A Franchisee shall not improperly dispose of any collected waste if its customer does not pay for services. The improper disposal of any collected waste may be cause for the revocation of the franchise.

SECTION 5. Application/Qualifications/ References.

All applicants who are seeking the grant of a franchise to provide roll-off container services in the Town shall submit an application to the Town on such form as is established by the Town. As part of its application, the applicant shall provide information demonstrating that it has provided at least three years of roll-off collection and disposal services elsewhere, including the dates which confirm the provision of the roll-off container services; that the applicant is a corporation, firm or company duly authorized to conduct such business within the State of Florida; submit at least three references; identify each and every local government in the State of Florida where the Franchisee has operated a solid waste collection and disposal business under a government franchise, permit or license and the dates of such operation for the last three years; an inventory trucks, containers and other equipment to be used in the franchise operations; and the Franchisee's most recent audited financial statements for the Town's evaluation. The Town may require that the applicant submit such additional information as part of the application, which the Town deems, in its sole discretion necessary to enable the Town to determine that the applicant should be awarded a Franchise in the Town.

SECTION 6. – Indemnification and Insurance

- (a) The Franchisee shall maintain general liability insurance and automobile liability insurance policies during the term of any agreement with the Town. The

Franchisee shall submit the policies it maintains, which shall include the franchisee's name and that said policies provide coverage incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. Certificates of insurance evidencing such insurance coverage shall be provided to the Town by franchisee prior to providing any franchise services.

- (b) If any policy is canceled or lapses the Franchisee shall provide the Town with the substitute policy it has obtained to satisfy the requirements herein such that there is no lapse in coverage during the term.
- (c) The Franchisee shall indemnify and hold harmless the Town and its elected or appointed officials or officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town, its elected or appointed officials or officers, employees, agents, or instrumentalities may incur as a result of claims, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Franchisee or its employees, agents, servants, partners, principals, or subcontractors. The Franchisee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Franchisee expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the Franchisee shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

SECTION 7. – Insurance

In accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident, not less than One Million Dollars (\$1,000,000) for each disease, and not less than One Million Dollars (\$1,000,000) aggregate.

SECTION 8.- Authorization to provide services.

If approved, a Franchisee shall be authorized to provide roll-off collection services for the calendar year in which it was approved upon payment of the annual franchise fee, submission of proof of required insurance, and evidence of compliance with all other terms and conditions contained herein.

SECTION 9.- Term of franchise.

The term of this Franchise shall be three (3) years, commencing November 22, 2021 and terminating November 22, 2024. One hundred twenty (120) days prior to the

expiration of any term, the Franchisee may request an extension of the Franchise for an additional two years, which may be approved by the Town Commission at its sole discretion. Provided, however, that the extension of the Franchise shall be limited two (2) one-year extensions.

SECTION 10.- Transfer of nonexclusive franchise.


Upon the sale or legal transfer of the Franchisee's business, the new owner shall submit to the Town a written application to transfer the franchise which demonstrates that the successor to the Franchise meets all of the requirements of this Agreement. A Franchise shall not be transferred to a new operational location. Any proposed transfer of a franchise to the new owner shall not be final until approved by the Town. Once transferred, the franchise shall remain in effect for the remainder of the term.

SECTION 11. - Revocation of nonexclusive franchise.

- (a) In the event a Franchisee fails to comply with any of the terms specified herein, the Town Commission may, upon the service of written notice of revocation as described below, revoke the non-exclusive roll-off franchise.
- (b) The violation of any of the terms and conditions of this Agreement which endanger the public health, safety and welfare, or the violation of any other applicable federal, state or local law or rule may subject a franchisee to revocation of its franchise.
- (c) The submission of false or inaccurate information in an application or required operational reports, the failure to submit operational reports or to make payment of fees, or to submit to a lawful inspection of the Franchisee's location or operation, may subject a Franchisee to revocation the revocation of its franchise.
- (d) In the event the Town proposes to revoke a franchise previously granted for a violation of this Agreement, it shall provide the Franchisee with notice of such revocation and the reasons therefore, by hand delivery, facsimile or certified mail, addressed to the Franchisee at the address provided by the Franchisee in its application to the Town, or if changed and acknowledged by the Town at the new location.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

By: 
Vivian Mendez, Town Clerk



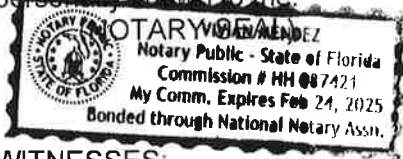
By: 
Michael O'Rourke, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 17 day of November 2021 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



WITNESSES:

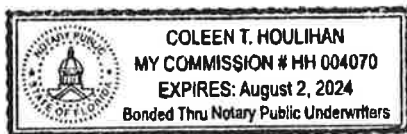
By: [Signature]
Deborah Felipe
Printed Name

[Signature]
Dixie Urbanek
Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 14 day of October 2021 by DAVID M. MYHAN, PRES., as President of WASTE MANAGEMENT INC. OF FLORIDA, and who is personally known to me or has produced as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida

WASTE MANAGEMENT, INC. of Florida

By: [Signature]
Its: David M. Myhan, President

David M. Myhan, President
Printed

[Signature]
Notary Public, State of Florida

Palm Beach Post, The

August 8, 2021

Miscellaneous Notices

PUBLIC NOTICE: NOTICE IS HEREBY GIVEN that the TOWN of Lake Park, Florida (TOWN) is currently accepting applications from qualified and capable firms that are interested in operating roll-off collection services for a three year period beginning October 11, 2021, governed by the terms of Resolution No. 99-12-17. On Monday, August 9, 2021 application packages will be accessible at www.lakeparkflorida.gov or may be picked up at the Office of the Town Clerk, Second Floor, 535 Park Avenue, Lake Park, Florida, between 8:30 a.m. and 5:00 p.m., Monday through Friday. Applications will be received by the Office of the Town Clerk until 4:00 p.m. on Wednesday, September 8, 2021. Applications received after this time will be rejected, receipt of application by any Town office other than the Clerk's Office, does not constitute "receipt" as required by this notice. For additional information please contact the Office of the Town Clerk at (561) 881-3311 or townclerk@lakeparkflorida.gov. Shaquita Edwards, Deputy Town Clerk
Town of Lake Park, Florida Publication: Palm Beach Post 8/8/2021

**Application to Provide Roll-Off Collection Services
in Incorporated Town Limits of Lake Park**

1. Application Date: September 8th, 2021
(Applications must be submitted no later than 4:00 p.m. on September 8, 2021)
2. Applicant/Business Name: Waste Management Inc. of Florida
3. Corporate Office Address: 1800 N. Military Trail, Suite 201 Boca Raton, FL. 33431
4. Palm Beach County Physical Address: 651 Industrial Way, Boynton Beach, FL. 33426
5. Mailing Address: Same as above
6. Phone Number: (772) 263-0017
7. Officers/Principals: David M. Myhan, President of Waste Management Inc. of Florida
8. Contact for Town Franchise: (Name) Jeff Sabin
(Authorized Agent) (Address) 7700 SE Bridge Road, Hobe Sound, FL. 33455
(Phone) (772) 263-0017

9. Business History: List every state and county in which the applicant has operated a solid waste collection and disposal business under a government franchise, permit or license, and the dates of such operation for the last three years:

See Attached

10. Other References: (include name, address and phone number)

Reference 1:

Town of Jupiter Inlet Colony
Dr. Daniel J. Comerford III (Mayor) (561) 746-3787
50 Colony Rd. Jupiter, FL. 33469
Jupiter, FL. 33469

Reference 2:

Town of Juno Beach
Andrea L. Dobbins (Project Coordinator/Risk Manager) (561) 656-0326
340 Ocean Dr.
Juno Beach, FL. 33408

Reference 3: City of Palm Beach Gardens
Jennifer Nelli (Operations Manager)
4050 Johnson Dairy Rd.
Palm Beach Gardens, FL. 33410

11. Has the applicant ever had a government contract, franchise, permit or license revoked or suspended?

☒ No ☐ Yes If yes, explain where, when and the reasons therefore:

12. Has the applicant been listed on the state convicted vendor's list within the past 36 months?

☒ No ☐ Yes

13. REQUIRED ATTACHMENTS:

- A.) Good Standing. Attach proof of good standing with the State Division of Corporations. Also attach proof or registration of any fictitious names used by applicant.
- B.) Attach applicant's last annual financial statement.
- C.) Attach applicant's financial operating statement for the prior quarter.
- D.) Attach business tax receipt from County/City of principal place of business.
- E.) Attach Initial Annual Franchisee Payment of \$1500.00 (see below, and attached Resolution No. 99-12-17 for terms and conditions). This payment will be returned to any applicant that is found to be less than fully responsive to all requirements.

16. Equipment. List all trucks, containers and other equipment to be used in the franchise operations.

Rolloff Trucks below

Unit No 415264 Year 2012 Make MACK

Model GU713

Unit No 415275 Year 2015 Make MACK

Model GU813

Terms and Conditions of Franchise:

1. All franchisees shall maintain an office where complaints can be received within the County.
2. All equipment utilized for commercial collection services in the Town must be conspicuously marked on both sides of the automotive unit with the name of the franchised hauler, vehicle number, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height. In addition, all vehicles utilized in the provision of services within the Town must comply with federal and state department of transportation regulations pertaining to the operation of commercial vehicles. All drivers must be appropriately licensed.
3. The franchisee shall perform commercial collection services with as little disturbance as possible and shall return any container to the same place from which it was collected. ***NOTE: No commercial collection can be performed east of FEC Rail lines before 7:00 a.m. per Town ordinance.** Franchisees shall not litter or cause any spillage to occur upon the premises or the rights-of-way where the commercial collection services occur. During transportation, all waste shall be contained, tied or enclosed so that spillage and litter is prevented. In the event of any spillage or litter caused by the franchisee, the franchisee shall promptly clean up all spillage or litter at no cost to the town or its customer.
4. The franchisee shall hold the Town harmless from any and all liabilities, claims, losses or damages the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the franchisee or its employees, in the performance of commercial collection services within the Town.
5. The Town reserves unto itself the power to revoke all franchises granted, to change or limit the rights granted, or to otherwise modify the franchises, in its sole discretion, by ordinance duly enacted by it.
6. Each franchisee shall obtain and maintain, at its own expense, all licenses and permits required by law or regulation to conduct commercial collection services.
7. The grant of a franchise does not relieve any corporation or company from complying with the requirements of F.S. Ch. 403, Department of Environmental Protection rules and regulations, OSHA rules and regulation, Department of Transportation rules and regulations, and all applicable federal, state and local laws.
8. The franchisee shall maintain, during the franchise term, general liability insurance and automobile liability insurance policies written in the franchisee's name which covers all exposures incident to the franchisee's operations under the franchise. The amount of liability coverage shall not be less than a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage liability. The Town shall be listed as an additional insured. The policy shall contain an endorsement requiring that the Town's Risk Manager be furnished with 30 days' notice by registered mail prior to cancellation or material changes in the policies. Certificates of insurance evidencing such insurance coverage shall be provided to the Public Works Director by franchisee prior to providing any franchise services.
9. Workers' compensation coverage must be maintained in accordance with statutory requirements.

10. Franchisee agrees to pay the annual \$1,500 franchise fee and quarterly collection fees in accordance with Resolution No. 99-12-17 and to abide by all additional terms and conditions found within the Resolution (attached hereto and incorporated herein as part of this application).

Note: If applicant is fully responsive to all requirements of the application, a contract will be executed between the applicant and the Town to formalize the agreement. The terms and conditions of the contract will include all terms and conditions found within this application and within Resolution No. 99-12-17 (attached).

- 3 -

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I WILL COMPLY WITH ALL THE REQUIREMENTS OF THE TOWN CODE, INCLUDING THE ABOVE TERMS AND CONDITIONS. I UNDERSTAND THE REQUIREMENTS RELATING TO INSURANCE, BONDS, FRANCHISEE FEE PAYMENTS AND OCCUPATIONAL LICENSE.

APPLICANT: Waste Management Inc. of Florida
(Business Name)

Date: 8 / 26 / 2021

(Signature) David M. Myhan

(Print Name) David M. Myhan

(Title) President

FOR PUBLIC WORKS USE ONLY:

Date Received: 9 / 3 / 2021 DM Initials

Certificate of Corporate Good Standing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>DM</u>
Financial Records	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>DM</u>
Certificate of Insurance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>DM</u>
Sent to Risk <u>9/13/21</u> ; Risk Approved	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Business Tax Receipt	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>DM</u>
Franchise Fee Paid	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>DM</u>

APPROVED: [Signature], Public Works Director

FRANCHISE ISSUED: ____/____/____

FRANCHISE EXPIRES ____/____/____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2022

8/30/2021

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC OF FLORIDA 651 INDUSTRIAL WAY BOYNTON BEACH FL 33426	INSURER A : ACE American Insurance Company	NAIC # 22667
	INSURER B : Indemnity Insurance Co of North America	43575
	INSURER C : ACE Fire Underwriters Insurance Company	20702
	INSURER D : ACE Property & Casualty Insurance Co	20699
	INSURER E :	
INSURER F :		

COVERAGES FLBOYBEA CERTIFICATE NUMBER: 17798531 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 OTHER:	Y	Y	HDO G71572985	1/1/2021	1/1/2022	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C6781180A (AOS) WLR C67811768 (AZ, CA & MA) SCF C67811847 (WI)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25308608	1/1/2021	1/1/2022	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. ADDITIONAL INSURED IN FAVOR OF THE TOWN OF LAKE PARK ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. 30 DAY NOTICE OF CANCELLATION IS INCLUDED ON THE POLICIES.

CERTIFICATE HOLDER

CANCELLATION See Attachments

17798531

THE TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK FL 33403

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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