1. CALL TO ORDER
   ROLL CALL
   INVOCATION
   PLEDGE OF ALLEGIANCE

2. AGENDA: Additions / Deletions
   
   Addition:
   Item 5.O: Palm Beach Renewable Energy Facilities #1 and #2
             Advanced Post-Combustion Metals and Aggregate
             Recovery Pilot Program Extension

3. MINUTES: February 19, 2020  [Regular Meeting]

4. MINUTES: Citizens’ Advisory Committee
             June 3, 2020 (R&F)

5. RECOMMENDED CONSENT AGENDA
   
   a. Adopt-A-Highway Litter Removal Extensions – Florida Department of Transportation
      
      Recommendation: Receive and file.
      
      CAC Recommendation: Support staff’s recommendation.

   b. Environmental Crimes Unit Status Report
      
      Recommendation: Receive and file.
      
      CAC Recommendation: Support staff’s recommendation.
5. **RECOMMENDED CONSENT AGENDA** (continued)

   c. Designated Facility Authorization for Coastal Waste & Recycling of Martin County, LLC in Martin County, Florida

   **Recommendation:** Authorize Executive Director to grant a Designated Facility Authorization for the recycling of Palm Beach County Construction and Demolition (C/D) Debris at Coastal Waste & Recycling of Martin County, LLC in Martin County, Florida, effective through June 30, 2021.

   **CAC Recommendation:** Support staff’s recommendation.

   d. Keep Palm Beach County Beautiful - Contract Renewal

   **Recommendation:** Authorize Executive Director to exercise the option to extend the Agreement with Keep Palm Beach County Beautiful for an additional three-year period and increase the sponsorship amount by $40,000 per year, subject to legal sufficiency approval by General Counsel.

   **CAC Recommendation:** Support staff’s recommendation.

   e. Resource Depot, Inc. Agreement Extension

   **Recommendation:** Authorize Executive Director to exercise the option to extend the current Agreement with Resource Depot, Inc. for an additional three-year period and increase the funding level by $40,000 per year, subject to legal sufficiency approval by General Counsel.

   **CAC Recommendation:** Support staff’s recommendation.

   f. Renewal of Contract for Providing Professional Consulting

   **Recommendation:** Authorize Executive Director to execute a contract renewal with AECOM Technical Services, Inc., for contract 17-606ACP providing professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

   **CAC Recommendation:** Support staff’s recommendation.

   g. Renewal of Contract for Providing Professional Consulting

   **Recommendation:** Authorize Executive Director to execute a contract renewal with Aquatech Geosciences, Inc. for contract 17-606AS providing professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

   **CAC Recommendation:** Support staff’s recommendation.
5. **RECOMMENDED CONSENT AGENDA** (continued)

h. Renewal of Contract for Providing Professional Consulting

**Recommendation:** Authorize Executive Director to execute a contract renewal with Royal Consulting Services, Inc., for contract 17-606BP providing professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff’s recommendation.

i. Renewal of Contract for Providing Professional Consulting

**Recommendation:** Authorize Executive Director to execute a contract renewal with JLA Geosciences, Inc., for contract 17-606BS providing professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff’s recommendation.

j. Renewal of Contract for Providing Professional Consulting

**Recommendation:** Authorize Executive Director to execute a contract renewal with Geosyntec Consultants, Inc., for contract 17-606CS providing professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff’s recommendation.

k. Renewal of Contract for Providing Professional Engineering Services for Air Quality Regulations

**Recommendation:** Authorize Executive Director to execute a contract renewal with CDM Smith, Inc., for contract 17-607 providing professional Consulting and Engineering Services, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff’s recommendation.


**Recommendation:** Authorize Executive Director to execute a contract renewal with CDM Smith, Inc. Agreement 17-604 providing professional Consulting and Engineering Services, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff’s recommendation.
5. **RECOMMENDED CONSENT AGENDA** (continued)

m. Renewal of Contract for Providing Professional Consulting and Engineering Services for Landfill and Landfill Gas Systems

**Recommendation:** Authorize Executive Director to execute a contract renewal with SCS Engineers for contract 17-605 providing professional Consulting and Engineering Services, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff's recommendation.

n. Sole Source Procurements

**Recommendation:** Receive and file.

**CAC Recommendation:** Support staff's recommendation.

[Add-On] o. Palm Beach Renewable Energy Facilities #1 and #2
Advanced Post-Combustion Metals and Aggregate Recovery Pilot Program Extension

**Recommendation:** Authorize Executive Director to execute Amendment 2 to the Site License Agreement with Covanta Metals Marketing, LLC extending the current Term of the pilot program to recovery metals and aggregate from the ash produced at the Authority’s Resource Recovery Facilities by twenty-nine days to July 15, 2020, in accordance with all the terms and conditions currently stated therein, subject to legal sufficiency approval by General Counsel.

**CAC Recommendation:** Support staff's recommendation.

6. **MATTERS BY THE PUBLIC**

Anyone wishing to address the Board should complete a Request Card furnished on the Agenda table. Upon completion, please pass to the Clerk **BEFORE** the beginning of the meeting. Thank you for your cooperation.

7. **PUBLIC HEARING / WORKSHOP**

1. Proposed Budget – FY 2020/2021

**Recommendation:** Approve the Proposed Budget; Approve the Assessment & Tip Fee rates for the required notice; and Continue the Public Hearing until August 26, 2020.

**CAC Recommendation:** Support staff’s recommendation.
8. **OLD BUSINESS** (POSTPONED ITEMS)
   None.

9. **NEW BUSINESS**

   A. **EXECUTIVE DIRECTOR** (D. Pellowitz)
      None.

   B. **LEGAL COUNSEL** (Howard Falcon, Attorney)
      None.

   C. **OPERATIONS, FIELD SERVICES AND UTILITIES** (Mark Eyeington, Chief)
      None.

   D. **CUSTOMER INFORMATION SERVICES** (John Archambo, Director)
      1. Keep Palm Beach County Beautiful – Request for Additional Funding

         **Recommendation:** Authorize Executive Director to allocate additional funds to assist Keep Palm Beach County Beautiful to withstand impacts from COVID-19 crisis.

         **CAC Recommendation:** Support staff's recommendation.

   E. **ENGINEERING AND CONSTRUCTION SERVICES** (Ramana Kari, Chief)
      None.

   F. **PLANNING & ENVIRONMENTAL PROGRAMS** (Mary Beth Morrison, Director)
      None.

   G. **FINANCIAL MANAGEMENT SERVICES** (Paul Dumars, Chief)
      1. Proposed Defeasance of Authority’s Revenue Refunding Bonds, Federally Taxable Series 2017 Maturing on October 1, 2021

         **Recommendation:** Adopt Resolution 2020-01 authorizing the Proposed Defeasance of the Authority’s Revenue Refunding Bonds, Federally Taxable Series 2017 maturing on October 1, 2021.

         **CAC Recommendation:** Support staff's recommendation.
10. **OTHER SCHEDULED MATTERS**

11. **COMMENTS BY GENERAL COUNSEL**

12. **COMMENTS BY AUTHORITY STAFF**

13. **COMMENTS BY THE BOARD**

   Vice Mayor Robert S. Weinroth, Chair  
   Commissioner Gregg Weiss, Vice Chair  
   Commissioner Mack Bernard, Secretary  
   Commissioner Hal Valeche, Member  
   Mayor Dave Kerner, Member  
   Commissioner Mary Lou Berger, Member  
   Commissioner Melissa McKinlay, Member

14. **CONFIRMATION OF MEETING DATES**

   Wednesday, August 26, 2020 at 9:00 AM - Regular Meeting

   "If any interested person desires to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 268.0105)

   In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact Willie Puz, Director of Public Affairs, at (561) 640-8914 at least three business days prior to the proceeding (whenever possible) to request such accommodation.
MINUTES

SOLID WASTE AUTHORITY BOARD
REGULAR MEETING

FEBRUARY 19, 2020
9:00 A.M.

PRESENT:
Vice Mayor Robert Weinroth, Chair
Commissioner Gregg Weiss, Vice Chair
Commissioner Mack Bernard, Secretary
Commissioner Hal Valeche, Member
Commissioner Mary Lou Berger, Member
Mayor Dave Kerner, Member
Commissioner Melissa McKinlay, Member

ABSENT:
None

STAFF:
Daniel Pellowitz, Executive Director
Sandra Vassalotti, Clerk to the Authority
Ramana Kari, Chief Engineer
Mark Eyeington, Chief Operating Officer
Paul Dumars, Chief Financial Officer
Marybeth Morrison, Director of Environmental Programs
John Archambo, Director of Customer Service
Howard Falcon, General Counsel

Vice Mayor Weinroth called the Regular Meeting of the Solid Waste Authority Board to order at 9:00 AM in the Solid Waste Authority Auditorium located at 7501 North Jog Road, West Palm Beach, Florida.

The Clerk verified a quorum was present.

Mr. Pellowitz provided the invocation and led the Pledge of Allegiance to the Flag.

Mr. Pellowitz advised that the Agenda was amended to reflect the following:

- Item 5.k: Palm Beach Renewable Energy Facilities #1 and #2 Advanced Post Combustion Metals and Aggregate Recovery Pilot Program Extension
- Item 9.A.2: Small Business Advisory Committee (SBAC) Appointments [SBAC Membership Roster Revised]

MOTION BY MAYOR KERNER TO APPROVE THE AGENDA AS AMENDED. SECONDED BY COMMISSIONER WEISS AND CARRIED WITH A 7-0 VOTE.

ITEM 3
Page # 1/4
MOTION BY MAYOR KERNER TO APPROVE THE REGULAR BOARD MEETING MINUTES OF DECEMBER 11, 2019, AS PRESENTED, SECONDED BY COMMISSIONER WEISS AND CARRIED WITH A 7-0 VOTE.

MOTION BY MAYOR KERNER TO RECEIVE AND FILE CAC MEETING MINUTES OF FEBRUARY 5, 2020, SECONDED BY COMMISSIONER WEISS AND CARRIED WITH A 7-0 VOTE.

MOTION BY MAYOR KERNER TO APPROVE CONSENT AGENDA AS AMENDED, SECONDED BY MAYOR KERNER AND CARRIED WITH A 7-0 VOTE.

Item 5.a: Sole Source Procurements
Item 5.b: Environmental Crimes Unit; Status Report
Item 5.d: Designated Facility Authorization for Waste Management, Inc. of Florida (WM) facility known as WM Recycling Pompano in Broward County, Florida
Item 5.e: Designated Facility Authorization for Waste Management, Inc. of Florida (WM) facility known as WM Recycling Oakes Road in Broward County, Florida
Item 5.f: Designated Facility Authorization for Panzarella MRF LLC, in Broward County, Florida
Item 5.g: New Project to Improve Portions of the Former Cross State Landfill Site for Use as a Debris Management Site for Storm Response
Item 5.h: Amendment #4 to Agreement for Alarm Monitoring Services
Item 5.i: Renewal of Agreement for the Supply of Recyclable Material
Item 5.j: Disposal of Surplus Assets Report – Auction held January 25, 2020
Item 5.k: Palm Beach Renewable Energy Facilities #1 and #2: Advanced Post Combustion Metals and Aggregate Recovery Pilot Program Extension

Commissioner Valeche announced that Mr. John Rourke would represent District 1 on the Citizens Advisory Committee.

Mr. Pellowitz stated that unless a Board member requested a change to their current district representative, that CAC members would be approved for the upcoming year.

MOTION BY MAYOR KERNER TO APPROVE CAC AT-LARGE APPOINTMENTS AS PRESENTED, AND APPOINT MR. JOHN ROURKE TO THE CITIZENS ADVISORY COMMITTEE REPRESENTING DISTRICT 1, SECONDED BY COMMISSIONER VALECHE AND CARRIED WITH A 7-0 VOTE.

MOTION BY MAYOR KERNER TO APPOINT MICHELLE DePOTTER AS THE DISTRICT 3 SBAC REPRESENTATIVE, SECONDED BY COMMISSIONER McKINLAY, MOTION CARRIED WITH A 7-0 VOTE.

MOTION BY COMMISSIONER VALECHE TO APPOINT KAREN LAU AS THE DISTRICT 1 SBAC REPRESENTATIVE, SECONDED BY COMMISSIONER WEISS, MOTION CARRIED WITH A 7-0 VOTE.

MOTION BY COMMISSIONER BERNARD TO APPOINT TINA WHITE AS THE DISTRICT 7 SBAC REPRESENTATIVE, SECONDED BY COMMISSIONER WEISS.

Item: 9.A.1 CAC Appointments

Item: 9.A.2 SBAC Appointments
- Michelle Depotter
- Karen Lau
- Tina White
Commissioner McKinlay questioned if there was any pending litigation matters filed by Ms. White.

Attorney Falcon stated that there was currently no pending litigation filed by Ms. White.

**MOTION CARRIED WITH A 7-0 VOTE.**


Mrs. Morrison informed that Atlas Peat & Soil was in compliance with the permit and met all terms and conditions of the Consent Agreement issued by the Authority. The facility was also in compliance with all other regulatory agencies.

**MOTION BY MAYOR KERNER TO APPROVE STAFF’S RECOMMENDATION [Authorize renewal of Operation Permit DM 0066 VR03 to Atlas Peat & Soil Boynton Beach Boulevard for a Yard Trash Recycling Facility until February 28, 2021]. SECONDED BY COMMISSIONER Bernard and CARRIED WITH A 7-0 VOTE.**

Mrs. Morrison stated that Eastwood Mulch was activity remedying issues raised at the August 2019 Board meeting, and there continued to be an outstanding Palm Beach County Code Enforcement issue. Eastwood Mulch was scheduled to appear before the magistrate on April 1, 2020. The Authority issued a warning letter to bring the facility back into compliance. Eastwood Mulch was in compliance with all permit conditions, and regulatory agencies had no objections. Staff recommended a conditional renewal through August 31, 2020.

**MOTION BY COMMISSIONER Bernard TO APPROVE STAFF’S RECOMMENDATION [Authorize renewal of Operation Permit EM 0060 VR to Eastwood Mulch, Inc. for Yard Trash Recycling Facility through August 31, 2020]. SECONDED BY COMMISSIONER McKinlay and CARRIED WITH A 7-0 VOTE.**

Mrs. Morrison informed that in August 2019 the facility was granted a conditional renewal based on Code Enforcement issues to be remedied. The facility was currently in compliance, and all regulatory agencies agreed to the permit renewal.

**MOTION BY COMMISSIONER Bernard TO APPROVE STAFF’S RECOMMENDATION [Authorize renewal of Operation Permit PB 0061 to Waste Management Inc. of Florida (WM) for a Construction and Demolition Debris and Yard Trash Recycling Facility knowns as WM Recycling Palm Beach through February 28, 2021]. SECONDED BY MAYOR KERNER AND CARRIED WITH A 7-0 VOTE.**
Mr. Dumars stated that staff was seeking three-year contract extensions for Municipal Bond Underwriter Services, Bond Counsel Services, and Disclosure Counsel Services. He informed that staff was not anticipating any new bond deals in the near future, but there was the possibility of a bond refunding.

In response to Commissioner Weiss, Mr. Dumars stated that a new Request for Proposal would be issued for new contracts which would go into effect following the expiration of these three-year contract extensions.

**MOTION BY MAYOR KERNER TO APPROVE STAFF’S RECOMMENDATION**

[Authorize Executive Director to execute contract extensions for providing Municipal Bond Underwriter Services with Citigroup Global Markets, Inc., Bond Counsel Services with Locke Lord, and Disclosure Counsel Services with Squire Patton Boggs (US) LLP, subject to legal sufficiency approval by General Counsel.] **SECONDED BY COMMISSIONER BERNARD AND CARRIED WITH A 7-0 VOTE.**

Commissioner McKinlay

Requested the Board give Authority staff direction to include a condition in the Blighted Grant Agreement issued to the City of Pahokee. The condition would be that, prior to disbursement of Authority funds, the City Commission would need to include in the contract presented to the City of Pahokee the approval of the demolition of the old hospital site, and the use of that site for the rural farmworker affordable housing project. The City Manager submitted the Blighted Grant Application, but the City Commission had not yet approved the demolition of the old hospital site or approval of the affordable housing project to go on that site.

**On behalf of the Board, the Chair approved Commissioner McKinlay’s request to place a condition on the City of Pahokee Blighted Grant Agreement without objection.**

Commissioner Weiss

Expressed appreciation to staff for their quick response to illegal dumping concerns and cleanup efforts.

Commissioner Bernard

Expressed appreciation to Mr. Dumars and the Financial Management staff for their efforts, and looked forward to additional savings to taxpayers.

**CONFIRMATION OF MEETINGS:**

Wednesday, April 15, 2020 at 9:00AM

Regular Meeting

**CONFIRMATION OF MEETING**

**MEETING ADJOURNED:**

9:20 AM

**ADJOURNMENT**

**ATTEST:**

Vice Mayor Robert S. Weinroth, Chair

Sandra Vassalotti, Clerk to the Authority
Vice Chair, Lori Vinikoor, called the Citizens’ Advisory Committee meeting to order at 1:30 PM in the Solid Waste Authority’s Auditorium located at 7501 North Jog Road, West Palm Beach, Florida.

ROLL CALL

Records Manager called the roll and noted a quorum was present.

PLEDGE TO THE FLAG

Mr. Byron Lasseter led the Pledge of Allegiance to the flag.

ELECTION OF OFFICERS

Vice Chair, Lori Vinikoor, called for nominations for Chair.
ELECTION OF OFFICERS (continued)

MOTION BY BYRON LASSETER TO NOMINATE LORI VINIKOOR FOR CHAIR. SECONDED BY DONALD FOSTER AND CARRIED WITH A 9-0 VOTE (Ms. Sabers and Mr. Moccia absent).

Newly elected Chair, Lori Vinikoor, called for nominations for Vice Chair.

John Rourke nominated John Rourke for Vice Chair. Seconded by Byron Lasseter.

Lori Vinikoor nominated John Gentithes for Vice Chair. Seconded by Donald Foster.

Ms. Vinikoor felt it would be beneficial for a member who had not served before to be nominated.

Mr. Rourke withdrew his nomination.

Donald Foster nominated Dee Sabers for Vice Chair. Seconded by Jeff Blank.

A roll call vote took place for Vice Chair.

MOTION BY DONALD FOSTER TO NOMINATE DEE SABERS FOR VICE CHAIR. SECONDED BY JEFF BLANK AND CARRIED WITH A 6-4 VOTE (Mr. Moccia absent).

CAC MINUTES

MOTION BY BYRON LASSETER TO ACCEPT THE CAC MINUTES FROM FEBRUARY 5, 2020, AS PRESENTED. SECONDED BY DEE SABERS AND CARRIED WITH A 10-0 VOTE (Mr. Moccia absent).

Mr. Pellowitz announced an add-on item to the Consent Agenda, Item 5.O.

Mr. Pellowitz went on to explain that the DEP (Department of Environmental Protection) gave approval for a one year site license agreement between the Solid Waste Authority and the plant operator, Covanta Metals, to locate and operate a metals recovery and ash sorting system on top of the landfill. Staff was recommending approval of an amendment which would extend the agreement closer to the one year expiration. The information obtained from this operation was critical to understanding the marketability and physical aspects of the recovered materials in an effort to advance the recycling of waste-to-energy ash.

CONSENT AGENDA

Item 5.a Adopt-A-Highway Litter Removal Extensions – Florida Department of Transportation
Item 5.b Environmental Crimes Unit Status Report
Item 5.c Designated Facility Authorization for Coastal Waste & Recycling of Martin County, LLC in Martin County, Florida
Item 5.d Keep Palm Beach County Beautiful - Contract Renewal

CAC Meeting Minutes
Page 2 of 7
CONSENT AGENDA (continued)

Item 5.e Resource Depot, Inc. Agreement Extension
Item 5.f Renewal of Contract for Providing Professional Consulting
Item 5.g Renewal of Contract for Providing Professional Consulting
Item 5.h Renewal of Contract for Providing Professional Consulting
Item 5.i Renewal of Contract for Providing Professional Consulting
Item 5.j Renewal of Contract for Providing Professional Consulting
Item 5.k Renewal of Contract for Providing Professional Engineering Services for Air Quality Regulations
Item 5.l Renewal of Contract for Providing Professional Consulting and Engineering Services in Support of the Operations and Maintenance of the Biosolids Processing Facility
Item 5.m Renewal of Contract for Providing Professional Consulting and Engineering Services for Landfill and Landfill Gas Systems
Item 5.n Sole Source Procurements
Item 5.o Palm Beach Renewable Energy Facilities #1 and #2
Advanced Post-Combustion Metals and Aggregate Recovery Pilot Program Extension

MOTION BY JOHN GENTITHEES SUPPORTING CONSENT AGENDA [Receive and file.], SECONDED BY BYRON LASSETER AND CARRIED WITH A 10-0 VOTE (Mr. Moccia absent).

MATTERS BY THE PUBLIC

Mr. John Wiederhold
Palm Beach Country Estates

In anticipation of hurricane season, Mr. Wiederhold cut down a pine tree in his yard that was leaning toward his house. He felt he cut the tree into small enough pieces to be left at the curb for regular pick up with branches placed in a separate pile. After repeatedly contacting WastePro, he was still having problems getting it removed from the front of his house.

Note: Mr. Archambo, Director of Customer Service, mentioned that although there was a yardwaste ordinance in place with restrictions on tree removal, he had spoken with WastePro and they guaranteed to promptly remove Mr. Wiederhold’s yardwaste at no cost to him due to the misunderstanding.

PUBLIC HEARING / WORKSHOP

Item 7 Proposed Budget – FY 2020/2021

Mr. Pellowitz explained that, at the June meeting, the Board approves the proposed budget and the rates for the purpose of the TRIM (millage) notice. The hearing is then continued until August. The Board approves the final budget for the tax roll in August. The rates approved for the TRIM notice in June can go down; however, they cannot go up prior to final approval in August.

Mr. Pellowitz stated that with the uncertainty of COVID-19 and its potential impact to further reduce garbage and trash deliveries due primarily to the closure of businesses in the county, the Authority would be recommending using its reserves to buy down debt through a defeasance in order to offset the potential for a
rate increase at a time when most residents and businesses would be looking for a break. With the approval of the defeasance of debt presented as Item 9.G.1, the increase in rates being presented today for the TRIM notice would be lowered in August to at or around the current rate. Using reserves to buy down debt through the defeasance would allow the Authority to increase its contingency fund and absorb the increased operating costs reflected in the proposed budget particularly in the form of insurance costs.

Mr. Dumars introduced Ms. Christina Richards, Budget Manager, who presented the Fiscal Year 2021 Budget Summary as highlighted below.

- **Tip Fee Rate Increases**  
  - Whole Tires $75/ton  
  - Building Debris $55/ton  
  - Vegetation $32/ton  
  - Minimum Charge $10/each
- **Annual Disposal Assessment Rate Increases**  
  - Single-Family $185/year  
  - Multi-Family $103/year  
  - Mobile Homes $176/year
- Contingency Fund increase of $6.3M due to impacts of COVID-19 & anticipated reduced revenue
- Property/Health Insurance Cost increases of $2.6M
- Plant Operator Expenses increase of $1M
- Blighted Community Grant remaining at $750,000
- Debt Service Payments increased by $35.5K
- Total Capital Improvement Program down $1M
- Disposal Operating Expenses - excluding plant operations and contingency fund - increased 3 percent

Ms. Richards pointed out that these numbers exclude the defeasance which would significantly reduce the rates.

Mr. Dumars recapped that the adopted rates in June to set the TRIM notice could be reduced but not increased. The FY2021 proposed budget met all of the requirements of the Trust Indenture and Board policy.

Mr. Pellowitz told Ms. Vinikoor that, with regard to the increase in contingency, if the money was not needed, it would flow to the general reserve for use next year in buying down rates or paying off debt or for capital funding.

In answer to Mr. Littles concern for raising costs should the system be overburdened, Mr. Pellowitz explained that the Authority was funded primarily through a non-ad valorem assessment and, ultimately, the cost of the system was paid for by the ratepayers. He did not foresee this being an issue as the Authority did have the ability to absorb significant volumes of waste in excess of what it currently received. The Authority's objective has been to provide stable, affordable rates which it has consistently done over the years.
PUBLIC HEARING / WORKSHOP (continued)

MOTION BY DEE SABERS SUPPORTING STAFF’S RECOMMENDATION [Approve the Proposed Budget; Approve the Assessment & Tip Fee rates for the required notice; and Continue the Public Hearing until August 26, 2020.]. SECONDED BY JOHN GENTITHELSES AND CARRIED WITH A 10-0 VOTE (Mr. Moccia absent).

NEW BUSINESS

Item 9.D.1 Keep Palm Beach County Beautiful – Request for Additional Funding

Mr. Archambo stated this request was for an additional $30,000 for Keep Palm Beach County Beautiful to get them through this fiscal year due to the economic challenges caused by COVID-19.

Mr. Archambo clarified that Keep Palm Beach County Beautiful had a three-year agreement with the Authority due to expire September 30, 2020, and the option to extend that agreement for three additional years was on the consent agenda which included an increase in yearly sponsorship by $40,000 per year effective October 1, 2020. The additional $30,000 being requested under this item was to help them get through the remainder of this fiscal year ending on September 30, 2020.

Mr. Archambo reported to Mr. Foster that although Keep Palm Beach County Beautiful did have other private sponsors, the Authority was a major one, and with the closure of a lot of businesses due to COVID-19, it had put them behind in their revenue stream.

MOTION BY DONALD FOSTER SUPPORTING STAFF’S RECOMMENDATION [Authorize Executive Director to allocate additional funds to assist Keep Palm Beach County Beautiful to withstand impacts from COVID-19 crisis.]. SECONDED BY ROBBIE LITTLIES AND CARRIED WITH A 10-0 VOTE (Mr. Moccia absent).

Item 9.G.1 Proposed Defeasance of Authority’s Revenue Refunding Bonds, Federally Taxable Series 2017 Maturing on October 1, 2021

Mr. Dumars requests that the Board adopt Resolution 2020-01 for the previously mentioned defeasance of the Authority’s Revenue Refunding Bonds, Federally Taxable Series 2017 which matures on October 1, 2021.

MOTION BY DEE SABERS SUPPORTING STAFF’S RECOMMENDATION [Adopt Resolution 2020-01 authorizing the Proposed Defeasance of the Authority’s Revenue Refunding Bonds, Federally Taxable Series 2017 maturing on October 1, 2021]. SECONDED BY ARNIE STRAUS AND CARRIED WITH A 10-0 VOTE (Mr. Moccia absent).
CONFIRMATION OF NEXT MEETING: August 19, 2020

MEETING ADJOURNED: 2:26 PM

ATTEST:

Lori Vinikoor, Chair

Kathleen A. Levas, Records Manager
# ATTENDANCE LIST

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>DIST.</th>
<th>08/2019</th>
<th>10/2019</th>
<th>12/2019</th>
<th>02/2020</th>
<th>06/2020</th>
<th>ABSENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>J. Rourke</td>
<td>#1</td>
<td></td>
<td></td>
<td></td>
<td>P</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>D. Foster</td>
<td>#2</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>P</td>
<td>P</td>
<td>1</td>
</tr>
<tr>
<td>R. Moccia</td>
<td>#3</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>1</td>
</tr>
<tr>
<td>A. Straus</td>
<td>#4</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>0</td>
</tr>
<tr>
<td>L. Vinikoor</td>
<td>#5</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>0</td>
</tr>
<tr>
<td>R. Maher</td>
<td>#6</td>
<td>A</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>1</td>
</tr>
<tr>
<td>R. Littles</td>
<td>#7</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>P</td>
<td>P</td>
<td>3</td>
</tr>
<tr>
<td>B. Lasseter</td>
<td>AL</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>0</td>
</tr>
<tr>
<td>D. Sabers</td>
<td>AL</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>0</td>
</tr>
<tr>
<td>J. Blank</td>
<td>AL</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>A</td>
<td>P</td>
<td>1</td>
</tr>
<tr>
<td>J. Gentithes</td>
<td>AL</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>0</td>
</tr>
</tbody>
</table>

Next scheduled meetings:

August 19, 2020
October 7, 2020
December 2, 2020
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair
and Solid Waste Authority Board Members

SUBJECT: Adopt-A-Highway Litter Removal Extensions
Florida Department of Transportation

RECOMMENDATION: Receive and File

BACKGROUND:

The Solid Waste Authority recently extended litter removal agreements with Florida Department of Transportation (FDOT) for a two-year year period for the following road sections:

1. SR-7 extending from mile marker 8.647 (Atlantic Avenue) north to mile marker 10.732 Bob West Boulevard. This section of roadway fronts the Authority's South West Transfer Facility located in West Delray Beach.

2. SR-7 extending from Bob West Boulevard MP 10.732 north to MP 12.0.

The Authority initially adopted these roadway sections in January 2012 and has been an active participant ensuring that litter is removed on a regular basis. These agreements were extended for an additional two-year year period ending January 30, 2022.

Under the terms of this agreement, the Authority is required to remove litter from the adopted portions of roadway on a quarterly basis. The Authority’s participation in this program is consistent with other Authority programs encouraging environmental awareness such as Keep Palm Beach County Beautiful and the Authority Neighborhood Cleanup Program. The Authority is proud to be a participant in this program which assists in keeping our roadways clean of litter.
BUDGET IMPACT: Sufficient funding is available in the 2019/2020 budget to provide this service.

ATTACHMENTS: Exhibit A: SWA Litter and Beautification Programs

REVIEWS:

Director: ______________________________, Date: ______________________________

Director of Contract Compliance: ______________________________, Date: 5/7/20

Chief Officer: ______________________________, Date: 5/11/2020

Chief Financial Officer: ______________________________, Date: ______________________________
(as required)

Legal Counsel: ______________________________, Date: ______________________________
(as required)

Executive Director: ______________________________, Date: 5/14/2020
EXHIBIT A

SWA Litter Abatement and Beautification Programs

- **Jog Road (45th Street to Beeline Highway) Litter Removal**
  Originally adopted through the County program. The road is patrolled daily and litter removed along the entire road section.

- **Beeline Highway (Northlake to Haverhill)**
  SWA has adopted this portion of roadway through the FDOT Adopt-A-Highway program. This road is patrolled routinely. Under this agreement SWA is not allowed in road median. Originally adopted in November 1994.

- **I-95/45th Street Interchange**
  SWA has adopted through the FDOT Adopt-A-Road program. SWA removes litter on a routine basis. Originally Adopted: May 1999

- **45th Street to Haverhill Road**
  Roads are patrolled daily and litter removed.

- **SWA Transfer Facilities (6 facilities throughout County)**
  Each SWA facility is tasked with ensuring all roads in the immediate vicinity of the transfer facilities are patrolled daily and all litter is removed as needed.

- **SWA Inspections of Tractor/Trailers**
  Operationally, staff has taken proactive steps towards litter prevention. Inspections of all SWA tractor/trailers are conducted routinely to ensure walking floors and tarpis are in good repair mitigating the potential for spillage of debris on our roadways. Supervisors conduct weekly inspections on tractor/trailers to document overall appearance, condition of floor slats and tarpis. Drivers are responsible for pre-trip inspections prior to every departing load.

- **SWA Adopt-A-Spot/Litter Abatement/Beautification Program**
  In-house program whereby the Authority utilizes volunteers for the purpose of beautifying an identified area and/or picking up litter in an identified area a minimum of two times per year.

- **Keep Palm Beach County Beautiful (KPBCB)**
  The mission of this organization is to improve the quality of life in Palm Beach County through litter prevention education, beautification efforts and environmental stewardship. SWA is the primary sponsor for the efforts of this non-profit organization through an agreement. SWA and its Adopt-A-Spot groups also continue to be active participants in KPBCB programs such as the Florida Coastal Cleanup and the Great American Cleanup.

- **Palm Beach County Sheriff’s Office (PBSC)**
  SWA contracts with PBSO periodically to have a presence at our North County Solid Waste Facility. They write tickets to offenders if needed.

- **Adoption of SR-7 from Atlantic Avenue for a distance of 3.5 mile: Originally adopted 01/2012**

- **Adoption of I-95/Linton Boulevard Interchange: Originally Adopted 2007**

- **Adoption of I-95/Lantana Road Interchange: Originally Adopted 2007**
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair and Solid Waste Authority Board Members

SUBJECT: Environmental Crimes Unit Status Report

RECOMMENDATION: Receive and File

BACKGROUND:

The attached status report of the Palm Beach County Sheriff's Office Environmental Crimes Unit is provided for your review.

BUDGET IMPACT: None.

ATTACHMENTS: Environmental Crimes Unit Status Report.

REVIEWS:

Director: [Signature], Date: 05/11/2020

Director of Contract Compliance: [Signature], Date: 5/7/20

Chief Officer: [Signature], Date: 5/11/2020

Chief Finance Officer: (as required), Date: 

Legal Counsel: (as required), Date: 

Executive Director: [Signature], Date: 5/11/2020
To:        Karen Kantor  
            Special Programs Manager  

From:    PBSO Environmental Crimes Unit  

Date:    5/1/2020  


The Unit is currently the only specialized unit tasked exclusively with the investigation of Environmental Crimes within unincorporated Palm Beach County.

The Unit continues to uphold an expanded rate of productiveness with positive results due to its working relationship with regulatory personnel and its intervention into acute and chronic environmental violations.

The Unit is an integral part of a Task Force which incorporates county, state, and federal regulators and investigators as jurisdiction dictates.
The Unit participates in a monthly inter-governmental agency meeting that deals with many issues, including some issues that could be a violation of Florida’s Environmental Control Laws (Florida Statute 403.413). The following agencies are usually present at these meetings:

- Florida Department of Environmental Protection, Law Enforcement Division
- Florida Department of Environmental Protection (DEP).
- U.S. Environmental Protection Agency/Criminal Investigations Division (USEPA/CID).
- Florida Department of Health.
- Palm Beach County Code Enforcement.
- Palm Beach County Planning/Zoning & Building.
- Palm Beach County Fire Rescue.
- Solid Waste Authority of Palm Beach County.

Frequently, cases are presented at the task force meeting that fall under enforcement actions of more than one of the above agencies. When this occurs, the case is usually referred to the agency that has the most appropriate avenue of enforcement, which helps to assist with successful enforcement actions and to also prevent duplicate enforcement actions by more than one agency.

The Unit actively follows up on any and all complaints referred by the Solid Waste Authority to determine if criminal sanctions apply and works with the Solid Waste Authority for a positive outcome.

Environmental laws have both civil and criminal sanctions. It is important that reasonableness and discretion be used when determining whether a case should be pursued through the criminal courts or the civil process.

The overall mission for the Unit, in most cases, is to educate the violator and gain compliance with removal and disposal and prevent future repeat violations. The possibility of arrest and criminal charges are a strong deterrent. Charges are used as a last resort since the court process can be lengthy, delaying proper removal and disposal.
This is a status update for January 01, 2020 thru April 30, 2020; it does not cover any information of a sensitive or restricted nature. It does not include information in reference to any on-going investigations. The following statistics are a highlight of Environmental Crimes activity for this quarter. These statistics do not reflect previous quarters.

- 88 Environmental complaints were reviewed for evidence, leads, and completeness by the Unit. The complaints received included the types and nature of solid waste and/or waste-related activities listed below.
  - 34 cases involved dumping of general trash including construction/demolition debris.
  - 24 cases involved dumping of vegetative debris on the public right of way or private property.
  - 8 cases involved dumping of furniture.
  - 3 cases involved white powder.
  - 10 cases involved dumping of tires.
  - 4 cases involved illegal dumping in a private dumpsters.
  - 2 cases involved illegal dumping sewage.
  - 1 case involved illegal dumping of a boat.
  - 1 case involved illegal dumping of rocks.
  - 1 case involved illegal dumping of cardboard.

An investigation was initiated on 45 cases, which contained evidence and/or leads. Current status and nature of the complaint cannot to be listed on open cases.

Notably during this reporting period:
  - 1 case was filed with the State Attorney’s Office.
  - 2 cases were unfounded.

- The Unit follows up on all reports of possible Environmental Crimes referred by the Solid Waste Authority (generated by citizen complaints called into SWA and violations observed by SWA field representatives), regulatory agencies (to include the Department of Health, Code Enforcement, and Planning and Zoning), and requests for assistance by the Department of Environmental Protection as they are received. Current status and nature of the complaint cannot to be listed on open cases.
  - 2 cases were referred to the Unit by the Solid Waste Authority.

- The Unit actively assists the Household Hazardous Waste section for the investigation of illegal disposal of commercial hazardous waste and the theft of recyclable material from Household Hazardous Waste sites.
  - No cases were reported this quarter.

- The Unit actively assists the Solid Waste Authority with the intervention and investigation of curbside disposal of commercial waste, placed for waste hauler pickup, in violation of Solid Waste Authority rules/regulations as requested by various sources: SWA, regulatory agencies, water management districts, citizen/neighbor complaints, citizen contact, and personal observation.
  - The goal of the Unit is to educate and to request clean-up and compliance.
- The Unit actively works with Solid Waste Authority field representatives and they are encouraged to call upon the Unit for assistance with problems encountered in the field. No conflicts were reported to the Unit this reporting period.

  - Contacts with residents, by members of the Unit, is a good deterrent of conflict.

- The Unit was unable to attend all scheduled monthly inter-governmental agency task force meetings during this reporting period due to Covid-19 and social distancing practices put in place by the Florida Governor and local governmental officials.

- The Unit accompanied SWA Special Programs personnel on four of the quarterly site visits for SWA-permitted Solid Waste Management Facilities, and on select informational field visits on recently closed matters.

  - Forever Recycling LLC, 857 ½ Belle Glade Rd, Pahokee.
  - Palm Beach County Landfill #4, Pahokee
  - Palm Beach Wood Products, 20125 State Road 80, Loxahatchee.
  - D.S. Eakins, 550 Benoist Farms Road, West Palm Beach

- The Unit along with PBSO Motors and the PBSO Commercial Vehicle Enforcement Unit enforces unsecured load regulations along North Jog Road between the Bee Line and 45th St as well as major highways throughout the County by conducting targeted traffic enforcement. Commercial and personal loads are selectively inspected. This is done as time permits and at random times as part of daily activity.

  - 18 traffic stops were conducted which resulted in 8 citations and 10 written warnings.
  - The goal of the Unit is to educate and assist drivers to come into compliance.
  - 1 arrest was made for an improper licenses class. Driver operating a commercial vehicle without a commercial driver's license.
May 11, 2020

MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair and Solid Waste Authority Board Members

SUBJECT: Designated Facility Authorization for Coastal Waste & Recycling of Martin County, LLC in Martin County, Florida

RECOMMENDATION: Authorize the Executive Director to grant a Designated Facility Authorization for the recycling of Palm Beach County Construction and Demolition (C/D) Debris at Coastal Waste & Recycling of Martin County, LLC in Martin County, Florida, effective through June 30, 2021.

BACKGROUND:

In June of 2019, Coastal Waste & Recycling of Martin County LLC (Coastal) entered into a Designated Facility contract with the Solid Waste Authority of Palm Beach County (Authority) for the recycling of Palm Beach County Construction and Demolition (C/D) Debris at their facility located in Hobe Sound, Martin County, Florida. The facility, formerly Nu-Way Recycling Corp., has operated as a C/D recycler under the provisions of a Designated Facility contract with the Authority on an annual basis since 2012, and was purchased by Coastal in November of 2017. The current contract with Coastal expires on June 30, 2020. On March 11, 2020, Coastal requested to renew the annual Designated Facility contract.

Coastal has a current and valid Solid Waste Management Facility permit from the Florida Department of Environmental Protection (FDEP), including approved financial assurance and current cost estimates. The facility’s latest FDEP inspection was conducted on February 27, 2019, indicating that the facility was in compliance with all permit conditions at that time. Coastal holds a permit issued by the Authority for roll-off collection services.

A performance bond is required as a condition precedent to the execution of this Authorization to assure compliance with the terms of the Authorization. Coastal has provided to the Authority the required performance bond in the amount of $10,000.00.
Based upon the information provided by Coastal, staff recommends granting this Authorization effective through June 30, 2021.

**BUDGET IMPACT:** None.

**ATTACHMENTS:** Designated Facility Authorization, Designated Facility Monthly Report form, letter from Coastal Waste & Recycling of Martin County, LLC, and copy of FDEP Solid Waste Management License/Permit.

**REVIEWS:**

Director: [Signature], Date: 05/11/2020

Director of Contract Compliance: [Signature], Date: 5/11/2020

Chief Officer: [Signature], Date: 5/11/2020

Chief Finance Officer: [Signature], Date: 5/11/2020

Legal Counsel: [Signature]/Howard Falcon, Date: 5/21/2020

Executive Director: [Signature], Date: 5/11/2020
DESIGNATED FACILITY AUTHORIZATION

THIS AUTHORIZATION is granted and entered into this 1st day of July 2020 (the "Effective Date"), by SOLID WASTE AUTHORITY OF PALM BEACH COUNTY (the "AUTHORITY"), a special district created pursuant to Chapter 2001-331, Laws of Florida, (the "Act"), to COASTAL WASTE & RECYCLING OF MARTIN COUNTY, LLC ("COASTAL"), a Foreign Limited Liability Company registered to transact business in Florida (at the facility known as "Coastal Waste & Recycling of Martin County, LLC Facility" located at 12967 S.E. Suzanne Dr., Hobe Sound, Florida 33455).

A. In accordance with its authority under the Act and in furtherance of ensuring adequate bond financing for its Resource Recovery and Solid Waste Management Facilities, the AUTHORITY reserves the right to receive solid waste collected by public and private agencies in Palm Beach County (the "County") and to collect revenues derived therefrom.

B. Pursuant to its duties and obligations under the Act, the AUTHORITY requires the transportation of waste collected in the County to processing and disposal facilities designated and permitted by the AUTHORITY.

C. The AUTHORITY determined that the purposes of this Act would be furthered by its designation of facilities outside of the County to process Recovered Materials from Construction/Demolition (C/D) Debris, as these terms are hereinafter defined.

D. Pursuant to Resolution No. 94-47, the Authority’s Governing Board may approve out-of-County recycling facilities for processing Recovered Materials generated in the County, provided that such authorizations include provisions recited in Resolution No. 94-47.

AGREEMENT

In consideration of mutual agreements herein contained, as well as the payment of the sum of TEN AND NO/100 DOLLARS ($10.00) from each to the other, the receipt and sufficiency of which are hereby acknowledged, the AUTHORITY and COASTAL hereby agrees as follows:

ARTICLE I
DEFINED TERMS

1.1 The foregoing Recitals and Definitions are true and correct and comprise a part of this Authorization.

1.2 As used herein, the following terms shall have the following meaning, all pursuant to Resolution 94-47.
(a) "C/D Debris" means solid waste comprised of only materials considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard and lumber, from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, tree remains, trees, and other vegetative matter which normally result from land clearing or land development operations for construction project. Mixing of construction and demolition debris with other types of solid waste, including material from a construction or demolition of a structure, will cause it to be classified as other than construction debris.

(b) "Class I Waste" means solid waste which is not hazardous waste, and which is not prohibited from disposal in a lined landfill under Rule 62-701.300, Florida Administrative Code (F.A.C.).

(c) "Class III Waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Florida Department of Environmental Protection (FDEP) which are not expected to produce leachate which poses a threat to public health or the environment.

(d) "Recovered Materials" means metal, paper, glass, plastic, textile, rubber materials, or any materials for which markets for sale, use or reuse exist and are accessible, which can be feasibly recycled using equipment at the facility and have been diverted or removed from C/D Debris, but does not include materials recovered solely for the purpose of combustion except as allowed under Section 403.706(4)(b), Florida Statutes, (1993) or any materials destined for any uses that constitute disposal.

(e) "Residue" means C/D Debris less Recovered Materials.

ARTICLE 2
ACKNOWLEDGEMENTS, WARRANTIES AND REPRESENTATIONS

2.1 COASTAL acknowledges and agrees as follows:
(a) COASTAL shall obtain and maintain all appropriate permits from governmental regulatory agencies and any other entities having jurisdiction over the Coastal Waste & Recycling of Martin County, LLC Facility, including, but not limited to, the FDEP and Martin County, and shall furnish photocopies of such permits to the AUTHORITY within ten (10) working days of receipt.

(b) COASTAL shall operate the Coastal Waste & Recycling of Martin County, LLC Facility in full compliance with all applicable local, state and federal laws, rules and regulations.

(c) COASTAL may dispose of all C/D Residue at a non-Authority disposal facility, subject to the following conditions:
   (1) The C/D residue shall meet the FDEP definition of C/D.
   (2) The C/D residue shall be disposed of at a FDEP permitted facility.
   (3) The C/D recycling facility must maintain a recycling percentage of above 50% as specified in Authority Rule III, as may be amended and be in compliance with all other Designated Facility Agreement conditions.
   (4) The C/D recycling facility must identify the FDEP permitted disposal facility receiving the C/D processing residue and report the quantities shipped to other facilities for disposal. Such information shall be provided to the AUTHORITY at a time and manner determined by the AUTHORITY.

(d) C/D Debris shall be recovered at a rate of at least fifty-one percent (51%) by weight.

(e) COASTAL shall keep accurate records in a form provided for herein (see attached), detailing by weight and volume C/D Debris, Recovered Materials and Residue, and shall furnish such records to the AUTHORITY on a monthly basis.

2.2 AUTHORITY acknowledges and agrees as follows:

(a) COASTAL shall be entitled to all revenues generated from tipping fees and the sale of Recovered Materials.
ARTICLE 3
MISCELLANEOUS

3.1 COASTAL shall comply with all obligations under this Authorization at its sole expense.

3.2 Performance Bond. As a condition precedent to this Authorization, COASTAL shall provide the AUTHORITY with a performance bond in the amount of $10,000.00 and shall demonstrate continuous coverage of such bond through the term of this Authorization. Such bond shall be in the form of cash, irrevocable letter of credit or surety bond or other instrument acceptable to the AUTHORITY. The amount of the performance bond may be increased or decreased in order to ensure compliance with all terms and conditions of this Authorization.

3.3 Indemnification. COASTAL shall protect, defend, indemnify, and hold harmless the AUTHORITY, its employees, officials, agents and representatives from any and all claims and liabilities including any and all attorney’s fees and costs, including those associated with appeals, for which the AUTHORITY, its employees, officials, agents and representatives can or may be held liable as a result of any damage which occurs to persons or property by reason of any acts or omissions of COASTAL, its employees, agents or representatives, arising out of or connected with COASTAL’s processing or disposal of C/D Debris.

3.4 All notices and other communications hereunder shall be forwarded to the parties as follows:

As to COASTAL: Brendon Pantano
Chief Executive Officer
Coastal Waste & Recycling of Martin County, LLC
1840 NW 33rd Street
Pompano Beach, FL 33064

As to AUTHORITY: Daniel Pellowitz
Executive Director
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

With a copy to: General Counsel SWA
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
3.5 All terms contained herein shall be binding upon and shall inure to the benefit of the permitted successors and assigns of COASTAL.

3.6 **Term of Authorization.** This Authorization shall be effective commencing on the Effective Date and expire on **June 30, 2021**, and may be terminated without cause by either party by providing written notification of termination to the other party at least ninety (90) days prior to expiration.

3.7 **Termination.** The AUTHORITY may terminate this Authorization for a breach of any material provision contained herein. "Material provision" is defined as, but not limited to, any provision required by Solid Waste Authority Resolution No. 94-47, any provision contained in Section 2.1 of this Authorization, and the Performance Bond and Indemnification provision of this Authorization. Prior to termination, the AUTHORITY shall notify COASTAL, in writing, of any breach and COASTAL may be allowed thirty (30) days to cure said breach, except in those circumstances where the AUTHORITY determines the breach constitutes threat to the public health, safety and welfare and requires immediate termination of the Authorization, in which case this Authorization shall terminate immediately.

3.8 If any one or more of this Authorization’s terms, provisions, agreements, or obligations shall be invalid, illegal or unenforceable in any respect, the validity of the remaining terms, provisions, agreements and obligations shall be in no way affected, prejudiced or disturbed thereby.

3.9 This Authorization constitutes the entire agreement of the parties hereto and may not be amended, modified, altered or changed in any respect except by further written agreement signed by both parties.

4.0 This Authorization may be executed in multiple counterparts, and when counterparts have been executed by all parties hereto, each counterpart shall comprise an original document.

4.1 This Authorization shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

*(Remainder of page intentionally left blank)*
IN WITNESS WHEREOF, COASTAL and the AUTHORITY have executed this Authorization as of the date first above written.

WITNESSES FOR COASTAL WASTE & RECYCLING OF MARTIN COUNTY, LLC

________________________________________

________________________________________

COASTAL WASTE & RECYCLING OF MARTIN COUNTY, LLC

________________________________________

________________________________________

(signature)

(print name)

Its

(print title)

WITNESSES FOR SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

________________________________________

________________________________________

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

Daniel Pellowitz

Executive Director

APPROVE AS TO FORM AND LEGAL SUFFICIENCY

General Counsel

Solid Waste Authority of Palm Beach County

ITEM 8/11
MONTH/YEAR ____________________

DESIGNATED FACILITY MONTHLY REPORT

FACILITY: Coastal Waste & Recycling of Martin County, LLC

ADDRESS: 12967 S.E. Suzanne Dr.
Hobe Sound, Florida 33455

PHONE: 772-545-3055 CONTACT PERSON: Bo Milton, Operations Manager

<table>
<thead>
<tr>
<th>Total tons C/D Received</th>
<th>Tons C/D Received from Palm Beach</th>
<th>% tons from Palm Beach</th>
<th>Total tons C/D Residue disposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Disposal Facility(ies) for Residue (Name and Address):

<table>
<thead>
<tr>
<th>Facility 1</th>
<th>Facility 2</th>
<th>Facility 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature ____________________

Date ____________________

Monthly reports are due by the fifteenth day of each month for the previous month’s recycling activities. Please submit monthly reports to kkantor@swa.org (SWA Rule III Section 6.1(b)).
March 11th, 2020

Karen Kantor, P.G.
Special Program Manager
Solid Waste Authority of Palm Beach County
7501 N. Jog Road
West Palm Beach, FL 33412

Ms. Karen Kantor,

This letter is to formally request the renewal of the Coastal Waste & Recycling of Martin County, LLC designated facility contract for Construction Demolition Debris (CDD) at 12967 SE Suzanne Drive, Hobe Sound, FL 33455.

Should you have any questions or need further clarification please fell free to contact me at (954) 778-0115.

Respectfully Submitted,

[Signature]
Chad Abell
Vice President of Operations
Coastal Waste & Recycling
Florida Department of Environmental Protection
Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256-7590
DEP_NEO@dep.state.fl.us

 Permit Issued to:
Coastal Waste & Recycling of Martin County, LLC
12967 S.E. Suzanne Drive
Hobe Sound, Florida 33455
Phone # 561.465.7544

WACS Facility ID No.: 92361
Facility Name: Coastal Waste & Recycling of Martin County, LLC
Facility Address: 12967 S.E. Suzanne Drive
Hobe Sound, Florida 33455

Contact Person:
Brendon Pantano, Chief Executive Officer
12967 S.E. Suzanne Drive
Hobe Sound, Florida 33455
Email address: bpantano@coastalwasteinc.com
Phone # 561.465.7544

Solid Waste Operation Permit Renewal – Class III Waste and C&D Debris

Materials Recovery Facility
Renewal Permit No.: 211233-SO-005
Replaces Permit Nos.: 211233-SO-003 & 211233-SO-004
Permit Minor Modification No.: 211233-SO-006
Permit Modification No.: 211233-SO-007

Permit Issued: October 15, 2015
Permit Modified: November 22, 2017
Permit Modified: January 22, 2018
Permit Renewal Application Due Date: 61 days prior to the expiration date
Permit Expires: October 14, 2020

Permitting Authority
Florida Department of Environmental Protection
Northeast District Office
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256
Phone # 904.256.1700
Fax # 904.256.1587

www.dep.state.fl.us
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair and Solid Waste Authority Board Members

SUBJECT: Keep Palm Beach County Beautiful Contract Renewal

RECOMMENDATION: Authorize Executive Director to exercise the option to extend the Agreement with Keep Palm Beach County Beautiful for an additional three-year period and increase the sponsorship amount by $40,000 per year, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

Keep Palm Beach County Beautiful, Inc. (KPBCB) is the local non-profit affiliate of Keep America Beautiful. Its mission is to improve the quality of life in Palm Beach County through litter prevention education, beautification efforts and environmental stewardship. In addition to its own programs, KPBCB also promotes Adopt-A-Spot, the Authority's community services anti-litter program.

The current three-year agreement expires September 30, 2020 and provides for a three-year extension with Board approval. KPBCB has requested that the Authority increase the total sponsorship to $180,000 (from $140,000) to withstand the challenging economic times resulting from the impacts COVID-19 and anticipated rising costs.

BUDGET IMPACT: Sufficient funds budgeted in the 2020/2021 budget.

ATTACHMENTS: Contract Amendment #1 and Letter from KPBCB

REVIEWS:

Director: [Signature] Date: 5/11/2020

Director of Contract Compliance: [Signature] Date: 5/11/2020

Chief Officer: [Signature] Date: 5/12/2020

Chief Finance Officer: (as required) [Signature] Date: 5/12/2020

Legal Counsel: (as required) /s/ Howard Falcon Date: 5/21/2020

Executive Director: [Signature] Date: 5/18/2020
AMENDMENT #1 TO THE AGREEMENT FOR LITTER EDUCATION / PREVENTION, ENVIRONMENTAL ENHANCEMENT AND CLEAN-UP PROGRAMS BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND KEEP PALM BEACH COUNTY BEAUTIFUL, INC. DATED THE 1st OF OCTOBER 2017

This First Amendment, dated the ___ day of _______ 2020, to the Agreement for the above written services (the “Agreement”) between the Solid Waste Authority of Palm Beach County (herein referred to as “AUTHORITY”), and Keep Palm Beach County Beautiful, Inc. (hereinafter referred to as “CONTRACTOR”).

Whereas, on October 1, 2017, the AUTHORITY and CONTRACTOR entered into a three (3) year Agreement for Litter Education/Prevention, Environmental Enhancement and Clean Up Programs that expires on September 30, 2020;

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Article 1 of the original Agreement, and increase the grant for the program from $140,000 per year to $180,000 per year for each year of this extension; and

Whereas, the AUTHORITY desires CONTRACTOR to continue to perform Services as specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Article 1 – Effective Date, the AUTHORITY and CONTRACTOR mutually agree to extend the Agreement for the above written services for three (3) years effective October 1, 2020 through September 30, 2023; and

Article 3 of the Agreement - Compensation shall be amended by interlineation to increase the grant amount from $140,000 per year to $180,000 per year for each year of the extension period, all other terms of Article 3 of the Agreement shall remain unchanged.

All other provisions of the Agreement shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.
In Witness Whereof, the parties have made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Keep Palm Beach County Beautiful, Inc., as of the day and year written above.

WITNESSES:

______________________________________________

______________________________________________

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

By: ___________________________________________

Daniel Pellowitz, Executive Director

(Affix Seal)

APPROVE AS TO LEGAL SUFFICIENCY

By: _________________________________________

Howard J. Falcon, III
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By: _________________________________________

Signature

Print Name

Title

KEEP PALM BEACH COUNTY BEAUTIFUL, INC.

By: _________________________________________

Signature

Print Name

Title

(Corporate Seal)

Corporate Secretary

Approved by Authority Board on June ___, 2020, Item __________.
April 13, 2020

Mr. Dan Pellowitz
Executive Director
Solid Waste Authority of Palm Beach County
7501 N. Jog Road
West Palm Beach, FL 33412

Dear Mr. Pellowitz:

As with many non-profits and small businesses, the COVID-19 pandemic has impacted Keep Palm Beach County Beautiful (KPBCB) and our operations. We had to cancel one of our major events of the year, the Great American Cleanup and future events and activities are uncertain in the immediate foreseeable future. I anticipate a revenue shortfall of $30,000 for this fiscal year as a result.

At this time, I respectfully request that the Solid Waste Authority give consideration to a $30,000 grant to help KPBCB with this fiscal year’s budget shortfall. In addition, consideration of raising our yearly grant from $140,000 to $180,000 for the next 3-year grant agreement cycle will help us weather the challenging economic times and rising costs that I anticipate.

I believe that we have a successful partnership for the benefit of the County and its citizens that I hope can continue. Please know that I am doing everything I can to continue operations and communications, including currently engaging with SWA staff to promote both our missions.

On behalf of myself and the KPBCB Board, I appreciate the consideration of this additional funding.

Sincerely,

Lourdes Ferris
Executive Director

c: Dale Barnhart, President
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair
and Solid Waste Authority Board Members

SUBJECT: Resource Depot, Inc. Agreement Extension

RECOMMENDATION: Authorize Executive Director to exercise the option to extend the current Agreement with Resource Depot, Inc. for an additional three-year period and increase the funding level by $40,000 per year, subject to legal sufficiency approval by General Counsel.

BACKGROUND:

Since 1999, Resource Depot has been working hard to divert clean, safe, reusable materials that would otherwise be destined for the landfill into the hands of people who can use them. Today, Resource Depot rescues and repurposes more than 250,000 pounds of items a year into much needed arts and educational materials for the community to reuse, and through the direct sale to nearly 1,000 visitors each month to its Material Marketplace.

Resource Depot also delivers extensive outreach education programs to more than 13,000 young people through on- and off-site field trip/workshop experiences, after school program curriculum, a summer Junk Camp, and through a myriad of community events throughout Palm Beach County, encouraging environmental stewardship through creative hands-on fun with their materials. They also educate through their GalleRE space, which houses a rotating exhibit of local artists who create through reuse.

Resource Depot is proud to have been recognized as a Nonprofit of Excellence for six consecutive years through Nonprofits First Accreditation Program and a recognized charity by Extraordinary Charities for more than four years.

This trajectory of Resource Depot’s success has come with increasing budgetary success - reserves have increased, other donors have been secured, and the revenue per square foot has greatly increased. However, in the summer of 2019, the footprint upon which Resource Depot rents was sold to a new developer. The developer saw the value Resource Depot brings to the community and relocated them on the property to a smaller
business space and extended their lease, but increased their rent by more than forty-four percent (44%).

The current three-year agreement expires on September 30, 2020. Staff requests the Board approve extending the existing contract for an additional three-year period. There is an interest by both parties to continue this relationship and to increase the funding level by $40,000 per year for a total expenditure of $180,000 per year.

**BUDGET IMPACT:** Sufficient funds are available and budgeted.

**ATTACHMENTS:** Contract Amendment #1
Letter from Resource Depot, Inc.

**REVIEWS:**

Director: [Signature], Date: 5/11/2020

Director of Contract Compliance: [Signature], Date: 5/11/2020

Chief Officer: [Signature], Date: 5/11/2020

Chief Finance Officer: [Signature], Date: 5/12/2020

Legal Counsel: [Signature] /s/ Howard Falcon, Date: 5/21/2020

Executive Director: [Signature], Date: 5/21/2020
AMENDMENT #1 TO THE AGREEMENT FOR
REUSABLE RESOURCE CENTER
BETWEEN SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND RESOURCE DEPOT, INC.
DATED THE 1ST DAY OF OCTOBER 2017

This First Amendment dated the ______ day of _________, 2020, to the ("Agreement") between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the 'AUTHORITY') and Resource Depot, Inc. (hereinafter referred to as the "CONTRACTOR").

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Article 1 of the original Agreement; and,

Whereas, AUTHORITY desires CONTRACTOR to continue to perform Services as may be specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Article 1 - Effective Date and Term, the AUTHORITY and the CONTRACTOR mutually agree to extend the Agreement for the above written services on the same terms and conditions for three (3) additional years effective October 1, 2020 through September 30, 2023.

All other provisions of the Agreement shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the parties have made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Resource Depot, Inc. as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

By: __________________________
Daniel Pellowitz
Executive Director
(Affix Seal)

APPROVED AS TO LEGAL SUFFICIENCY:

By: __________________________
Howard J. Falcon, III Esq.
General Counsel to the Authority

APPROVED AS TO TERMS AND CONDITIONS:

By: __________________________
Name: __________________________
Title: __________________________

RESOURCE DEPOT, INC.:

By: __________________________
Name: __________________________
Title: __________________________

Approved by Authority Board on ________ ______, 20__, Item ___
Use it up, wear it out, make it do or do without. That’s the philosophy of Resource Depot, where people of all ages are encouraged to give discarded materials a new life through art and education. Resource Depot tackles Palm Beach County’s growing waste problem by rescuing unwanted and excess materials, turning waste into wonder. Resource Depot collects donations from businesses and individuals and redistributes the items to teachers, artists, families, and other non-profits that need them, encouraging creative, hands-on learning and innovation while supporting arts and education programs by stretching supply budgets. Hundreds of thousands of pounds of reusable materials are kept from the landfill each year – materials ranging from carpet squares and wallpaper samples to office supplies and craft materials. Every day, Resource Depot inspires others to express themselves through creating and empowers the next generation to value and care for the planet through reuse and repurposing.

After several changes of location over the course of 20 years, Resource Depot finally found the ideal home in 2013 when the organization moved to a larger warehouse space on Florida Avenue, off East Belvedere Avenue in West Palm Beach. This move proved to be a game-changer for the organization, allowing our role in the community to drastically expand due to our centralized location in the County. We grew exponentially in our reach – more than tripling our capacity to serve the community. Others took notice - Resource Depot is proud to have been recognized as a Nonprofit of Excellence for 6 consecutive years by Nonprofits First Accreditation Program and have been a recognized charity by Extraordinary Charities for more than 4 years.

Currently we welcome nearly 1,000 visitors each month in our Material Marketplace, rescuing and repurposing over 250,000 lbs a year into much needed arts and educational materials for the community to reuse. As visitors browse through our extensive collection of curated donations, staff is available to provide some brainstorming assistance as they seek the right materials for their project or creative endeavor. We provide more than just materials - our extensive outreach education programs are delivered to more than 13,000 young people through field trip/workshop experiences (both on-site and off-site), after school program curriculum, summer Junk Camp and through a myriad of community events throughout Palm Beach County, encouraging environmental stewardship through creative hands-on fun with our materials. Resource Depot educates about the impact of “consumer excess” on the environment and the individual steps one can take to reduce their negative impact on the earth through positive behavior change. We also educate through our GalleRE space at Resource Depot which houses a rotating exhibit of local artists (young and old) who create through reuse.
In the summer of 2019, our property was sold to a new developer, who recognized that organizations like ours are rare, saw the value we offer the community and relocated us to the northside of our current building to be the first of many tenants in their new Industry Alley design district concept. With this new 5-year lease, came air-conditioning and a newly-renovated space that has the capacity to serve even more through our programs than in our former footprint, despite the slight decrease in size. However, it also comes with increased costs – our rent increased by more than 44% and we now have additional monthly building costs.

As Resource Depot embarks on its next 20 years, we are setting out to REenvision Palm Beach County through REUSE- fostering a community where people are more important than possessions, where simplicity promotes equality, and where those who learn to be content with less, recognize that they now have plenty to share. We believe that ideas like a sharing economy, reducing waste, and saving money by reusing what is still serviceable can narrow and help equalize economic and consumer gaps among people. We want to talk with our community about investing in what is really long-term and beneficial to everyone – the very real elements that keep us all healthy and inspired -- like clean air and water, beautiful landscapes and shared spaces, education and the arts. It all goes back to wise use of our resources.

We know that Solid Waste Authority sees Resource Depot as one of those resources to invest in. For more than a decade, our grant award has been $140,000 and at one time, this represented more than a third of our operating budget. Over these last ten years under the direction of current leadership, Resource Depot has more than tripled its operating budget while growing to the robust organization it is today. As we continue on this trajectory of success, we respectfully request an increase of $50,000 to enable Resource Depot to continue to build capacity and reach in Palm Beach County.
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair and Solid Waste Authority Board Members

SUBJECT: Renewal of Contract for Providing Professional Consulting

RECOMMENDATION: Authorize the Executive Director to execute a contract renewal with AECOM Technical Services, Inc. for contract 17-606ACP providing professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

BACKGROUND: In September of 2017, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement with AECOM Technical Services, Inc. to provide Hydrogeological Consulting Services related to the Deep Well Injection System and Water Quality Monitoring and Assessment. These services will be used on a routine basis for projects associated with construction and operation of Authority landfills, facilities, and transfer stations.

The original contract term, in accordance with Board policy, was for a three (3) year period with an option for a three (3) year extension. Staff recommends extending this agreement for three (3) years as outlined in the current agreement.

BUDGET IMPACT: $100,000 annually which will be approved on a project specific basis through the normal budget process.

ATTACHMENTS: Contract Renewal

REVIEWS:
Director: [Signature] Date: 05/01/2020
Director of Contract Compliance: [Signature] Date: 05/11/2020
Chief Officer: [Signature] Date: 05/12/2020
Chief Finance Officer: [Signature] Date: 05/12/2020
Legal Counsel: (as required) [Signature] Date: 05/21/2020
Executive Director: [Signature] Date: 05/21/2020
AMENDMENT #1 TO THE AGREEMENT FOR PROFESSIONAL HYDROGEOLOGICAL CONSULTING SERVICES FOR DEEP WELL INJECTION SYSTEM AND WATER QUALITY MONITORING AND ASSESSMENT BETWEEN SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND AECOM TECHNICAL SERVICES, INC. DATED THE 27TH DAY OF SEPTEMBER 2017

This First Amendment dated the _______ day of _____________, 2020, to Agreement No. 17-606ACP (the “Agreement”), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the “AUTHORITY”) and AECOM Technical Services, Inc. (hereinafter referred to as the “CONSULTANT”).

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Section 4 of the original Agreement; and,

Whereas, AUTHORITY desires CONSULTANT to continue to perform Services as may be specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Section 4 – Effective Date and Term, the AUTHORITY and the CONSULTANT mutually agree to extend the Agreement for the above written services on the same terms and conditions for three (3) additional years effective September 27, 2020 through September 26, 2023.

All other provisions of the Agreement shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the parties have made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and AECOM Technical Services, Inc. as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

WITNESS:

1. ________________________________

2. ________________________________

APPROVED AS TO LEGAL SUFFICIENCY:

By: ________________________________
Howard J. Falcon, III Esq.
General Counsel to the Authority

APPROVED AS TO TERMS AND CONDITIONS:

By: ________________________________

Name: _______________________________

Title: _______________________________

AECOM TECHNICAL SERVICES, INC.:

By: ________________________________

Name: _______________________________

Title: _______________________________

Approved by Authority Board on April 15, 2020, Item ______
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair
   and Solid Waste Authority Board Members

SUBJECT: Renewal of Contract for Providing Professional Consulting

RECOMMENDATION: Authorize the Executive Director to execute a contract renewal with Aquatech Geosciences, Inc. for contract 17-606AS providing professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

BACKGROUND:
In October of 2017, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement with Aquatech Geosciences, Inc., a certified Small/Woman Business Enterprise (SWBE), to provide Hydrogeological Consulting Services related to the Deep Well Injection System. These services will be used on a routine basis for projects associated with construction and operation of Authority landfills, facilities, and transfer stations.

The original contract term, in accordance with Board policy, was for a three (3) year period with an option for a three (3) year extension. Staff recommends extending this agreement for three (3) years as outlined in the current agreement.

BUDGET IMPACT: $35,000 annually which will be approved on a project specific basis through the normal budget process.

ATTACHMENTS: Contract Renewal

REVIEWS:
Director: 
Date: 05/11/2020

Director of Contract Compliance: Date: 05/11/2020

Chief Officer: Date: 05/12/2020

Chief Finance Officer: (as required) Date: 05/12/2020

Legal Counsel: (as required) Date: 05/21/2020

Executive Director: Date: 05/19/2020

Page # 1/2

7501 North Jog Road, West Palm Beach, Florida 33412     (561) 640-4000     FAX (561) 640-3400

May 11, 2020
This First Amendment dated the _______ day of ___________, 2020, to Agreement No. 17-606AS (the “Agreement”), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the “AUTHORITY”) and Aquatech Geosciences, Inc. (hereinafter referred to as the “CONSULTANT”).

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Section 4 of the original Agreement; and,

Whereas, AUTHORITY desires CONSULTANT to continue to perform Services as may be specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Section 4 – Effective Date and Term, the AUTHORITY and the CONSULTANT mutually agree to extend the Agreement for the above written services on the same terms and conditions for three (3) additional years effective September 27, 2020 through September 26, 2023.

All other provisions of the Agreement shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the parties have made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Aquatech Geosciences, Inc. as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

By: ________________________________
    Daniel Pellowitz
    Executive Director

(Affix Seal)

APPROVED AS TO LEGAL SUFFICIENCY:

By: ________________________________
    Howard J. Falcon, III Esq.
    General Counsel to the Authority

APPROVED AS TO TERMS AND CONDITIONS:

By: ________________________________
    Name: ____________________________
    Title: _____________________________

AQUATECH GEOSCIENCES, INC.:

By: ________________________________
    Name: ____________________________
    Title: _____________________________

(Affix Corporate Seal)

Approved by Authority Board on April 15, 2020, Item 5
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair
and Solid Waste Authority Board Members

SUBJECT: Renewal of Contract for Providing Professional Consulting

RECOMMENDATION: Authorize the Executive Director to execute a contract renewal with Royal Consulting Services, Inc. for contract 17-606BP providing professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

BACKGROUND:
In September of 2017, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement with Royal Consulting Services, Inc., a certified Small Business Enterprise (SBE), to provide Hydrogeological Consulting Services related to Water Use and Modeling. These services will be used on a routine basis for projects associated with construction and operation of Authority landfills, facilities, and transfer stations.

The original contract term, in accordance with Board policy, was for a three (3) year period with an option for a three (3) year extension. Staff recommends extending this agreement for three (3) years as outlined in the current agreement.

BUDGET IMPACT: $100,000 annually which will be approved on a project specific basis through the normal budget process.

ATTACHMENTS: Contract Renewal

REVIEWS:
Director:  
Date: 05/11/2020

Director of Contract Compliance:  
Date: 5/7/20

Chief Officer:  
Date: 5/11/2020

Chief Finance Officer:  
(as required)  
Date: 5/12/2020

Legal Counsel:  
(as required)  
Date: 5/21/2020

Executive Director:  
Date: 5/11/20
This First Amendment dated the ______ day of __________, 2020, to Agreement No. 17-606BP (the “Agreement”), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the “AUTHORITY”) and Royal Consulting Services, Inc. (hereinafter referred to as the “CONSULTANT”).

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Section 4 of the original Agreement; and,

Whereas, AUTHORITY desires CONSULTANT to continue to perform Services as may be specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Section 4 – Effective Date and Term, the AUTHORITY and the CONSULTANT mutually agree to extend the Agreement for the above written services on the same terms and conditions for three (3) additional years effective September 27, 2020 through September 26, 2023.

All other provisions of the Agreement shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the parties have made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Royal Consulting Services, Inc. as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

By: _________________________________
    Daniel Pellowitz
    Executive Director
    (Affix Seal)

APPROVED AS TO LEGAL SUFFICIENCY:

By: _________________________________
    Howard J. Falcon, Ill Esq.
    General Counsel to the Authority

APPROVED AS TO TERMS AND CONDITIONS:

By: _________________________________
    Name:
    Title:

ROYAL CONSULTING SERVICES, INC.:

By: _________________________________
    Name:
    Title:
    (Affix Corporate Seal)

Approved by Authority Board on April 15, 2020, Item ______
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair and Solid Waste Authority Board Members

SUBJECT: Renewal of Contract for Providing Professional Consulting

RECOMMENDATION: Authorize the Executive Director to execute a contract renewal with JLA Geosciences, Inc. for contract 17-606BS providing professional Hydrogeological Consulting Services, subject to legal sufficiency approval by General Counsel.

BACKGROUND: In September of 2017, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement with JLA Geosciences, Inc., a certified Small Business Enterprise (SBE), to provide Hydrogeological Consulting Services related to Water Use and Modeling. These services will be used on a routine basis for projects associated with construction and operation of Authority landfills, facilities, and transfer stations.

The original contract term, in accordance with Board policy, was for a three (3) year period with an option for a three (3) year extension. Staff recommends extending this agreement for three (3) years as outlined in the current agreement.

BUDGET IMPACT: $80,000 annually which will be approved on a project specific basis through the normal budget process.

ATTACHMENTS: Contract Renewal

REVIEWS:
Director: ___________________________ Date: 05/11/2020
Director of Contract Compliance: ___________________________ Date: 5-7-20
Chief Officer: ___________________________ Date: 5/11/2020
Chief Finance Officer: ___________________________ Date: 5/12/2020
(As required)
Legal Counsel: ___________________________ Date: 5/21/2020
(As required)
Executive Director: ___________________________ Date: 5/21/2020

Howard Falcon
AMENDMENT #1 TO THE AGREEMENT FOR PROFESSIONAL HYDROGEOLOGICAL CONSULTING SERVICES FOR WATER USE AND MODELING BETWEEN SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND JLA GEOSCIENCES, INC. DATED THE 27TH DAY OF SEPTEMBER 2017

This First Amendment dated the ______ day of _________, 2020, to Agreement No. 17-606BS (the “Agreement”), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the “AUTHORITY”) and JLA Geosciences, Inc. (hereinafter referred to as the “CONSULTANT”).

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Section 4 of the original Agreement; and,

Whereas, AUTHORITY desires CONSULTANT to continue to perform Services as may be specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Section 4 – Effective Date and Term, the AUTHORITY and the CONSULTANT mutually agree to extend the Agreement for the above written services on the same terms and conditions for three (3) additional years effective September 27, 2020 through September 26, 2023.

All other provisions of the Agreement shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the parties have made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and JLA Geosciences, Inc. as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

By: ____________________________
    Daniel Pellowitz
    Executive Director

(Approx Seal)

APPROVED AS TO LEGAL SUFFICIENCY:

By: ____________________________
    Howard J. Falcon, III Esq.
    General Counsel to the Authority

APPROVED AS TO TERMS AND CONDITIONS:

By: ____________________________

Name: __________________________

Title: __________________________

JLA GEOSCIENCES, INC.:

By: ____________________________

Name: __________________________

Title: __________________________

(Approx Corporate Seal)

Approved by Authority Board on April 15, 2020, Item ______
MEMORANDUM

TO:       Vice Mayor Robert S. Weinroth, Chair
           and Solid Waste Authority Board Members

SUBJECT:  Renewal of Contract for Providing Professional Consulting

RECOMMENDATION:  Authorize the Executive Director to execute a contract renewal with
                  Geosyntec Consultants, Inc. for contract 17-606CS providing
                  professional Hydrogeological Consulting Services, subject to legal
                  sufficiency approval by General Counsel.

BACKGROUND:
In October of 2017, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement
with Geosyntec Consultants, Inc. to provide Hydrogeological Consulting Services related to Water Quality
Monitoring and Assessment. These services will be used on a routine basis for projects associated with
construction and operation of Authority landfills, facilities, and transfer stations.

The original contract term, in accordance with Board policy, was for a three (3) year period with an option
for a three (3) year extension. Staff recommends extending this agreement for three (3) years as outlined
in the current agreement.

BUDGET IMPACT:  $35,000 annually which will be approved on a project specific basis through
                 the normal budget process.

ATTACHMENTS:  Contract Renewal

REVIEWS:  Director:
           Date: 05/11/2020

Director of Contract
Compliance:
Date: 5-7-20

Chief Officer:
Date: 5/11/2020

Chief Finance Officer
(as required)
Date: 5/12/2020

Legal Counsel:
(as required)
Date: 5/21/2020

Executive Director:
Date: 5/14/2020

May 11, 2020
AMENDMENT #1 TO THE AGREEMENT FOR
PROFESSIONAL HYDROGEOLOGICAL CONSULTING SERVICES
FOR WATER QUALITY MONITORING AND ASSESSMENT BETWEEN
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND GEOSYNTEC CONSULTANTS, INC.
DATED THE 4TH DAY OF OCTOBER 2017

This First Amendment dated the ______ day of _____________, 2020, to Agreement No. 17-606CS (the “Agreement”), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the “AUTHORITY”) and Geosyntec Consultants, Inc. (hereinafter referred to as the “CONSULTANT”).

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Section 4 of the original Agreement; and,

Whereas, AUTHORITY desires CONSULTANT to continue to perform Services as may be specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Section 4 – Effective Date and Term, the AUTHORITY and the CONSULTANT mutually agree to extend the Agreement for the above written services on the same terms and conditions for three (3) additional years effective September 27, 2020 through September 26, 2023.

All other provisions of the Agreement shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the parties have made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Geosyntec Consultants, Inc. as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

WITNESS:

1. 

2. 

APPROVED AS TO LEGAL SUFFICIENCY:

By: Daniel Pellowitz
Executive Director

(Approx Seal)

APPROVED AS TO TERMS AND CONDITIONS:

By: 

Name:

Title:

GEOSYNTEC CONSULTANTS, INC.:

By: 

Name:

Title:

(Approx Corporate Seal)

Approved by Authority Board on April 15, 2020, Item ___
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair
and Solid Waste Authority Board Members

SUBJECT: Renewal of Contract for Providing Professional Engineering Services for Air Quality Regulations

RECOMMENDATION: Authorize the Executive Director to execute a contract renewal with CDM Smith, Inc. for contract 17-607 providing professional Consulting and Engineering Services, subject to legal sufficiency approval by General Counsel.

BACKGROUND:
In August of 2017, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement with CDM Smith, Inc. to provide Engineering Services related to Air Quality Regulations. These services will be used on a routine basis for projects associated with construction and operations of Authority landfills, facilities, and transfer stations.

The original contract term, in accordance with Board policy, was for a three (3) year period with an option for a three (3) year extension. Staff recommends extending this agreement for three (3) years as outlined in the current agreement.

BUDGET IMPACT: $85,000 annually which will be approved on a project specific basis through the normal budget process.

ATTACHMENTS: Contract Renewal

REVIEWS:
Director: [Signature] Date: 05/11/2020
Director of Contract Compliance: [Signature] Date: 5/7/2020
Chief Officer: [Signature] Date: 5/11/2020
Chief Finance Officer: [Signature] (as required)
Legal Counsel: [Signature] (as required) Date: 5/21/2020
Executive Director: [Signature] Date: 5/19/2020
AMENDMENT #1 TO THE AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES FOR AIR QUALITY REGULATIONS BETWEEN
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND CDM SMITH, INC.
DATED THE 30TH DAY OF AUGUST 2017

This First Amendment dated the ______ day of ____________, 2020, to Agreement No. 17-607 (the “Agreement”), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the “AUTHORITY”) and CDM Smith, Inc. (hereinafter referred to as the “CONSULTANT”).

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Article 1 of the original Agreement; and,

Whereas, AUTHORITY desires CONSULTANT to continue to perform Services as may be specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Article 1 – Effective Date, the AUTHORITY and the CONSULTANT mutually agree to extend the Agreement for the above written services on the same terms and conditions for three (3) additional years effective August 30, 2020 through August 29, 2023.

All other provisions of the Agreement shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the parties have made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and CDM Smith, Inc. as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

BY:______________________________________________
   Daniel Pellowitz
   Executive Director
   (Affix Seal)

APPROVED AS TO LEGAL SUFFICIENCY:

BY:______________________________________________
   Howard J. Falcon, Ill Esq.
   General Counsel to the Authority

ATTEST:

______________________________________________
   Corporate Secretary

WITNESS:

1. ______________________________________________
2. ______________________________________________

APPROVED AS TO TERMS AND CONDITIONS:

BY:______________________________________________
   Name:______________________________________________
   Title:______________________________________________

CDM SMITH, INC.:

BY:______________________________________________
   Name:______________________________________________
   Title:______________________________________________
   (Affix Corporate Seal)

Approved by Authority Board on April 15, 2020, Item _____
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair and Solid Waste Authority Board Members


RECOMMENDATION: Authorize the Executive Director to execute a contract renewal with CDM Smith Inc. Agreement # 17-604 providing professional Consulting and Engineering Services, subject to legal sufficiency approval by General Counsel.

BACKGROUND: In August of 2017, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement with CDM Smith Inc. to provide Professional Consulting and Engineering Services related to the ongoing Operations and Maintenance (O&M) of the Biosolids Processing Facility (BPF).

The original contract term in accordance with Board policy was for a three (3) year period with a three (3) year renewal. Staff recommends renewal of the agreement for three (3) years as outlined in the current agreement.

BUDGET IMPACT: The basic services estimated at $436,000 over three (3) years, budgeted annually in strict accordance with the applicable approved Authority policies and procedures.

ATTACHMENTS: Agreement #17-604, Amendment #1

REVIEWS:
Director: [Signature], Date: 5/21/2020
Director of Contract Compliance: [Signature], Date: 5/12/2020
Chief Officer: [Signature], Date: 5/12/2020
Chief Finance Officer: [Signature], Date: 5/12/2020
Legal Counsel: /s/ Howard Falcon, Date: 5/21/2020
Executive Director: [Signature], Date: 5/21/2020
This First Amendment dated the __________ day of __________, 2020, to Agreement No. 17-604 (the "Agreement"), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the "AUTHORITY") and CDM Smith, Inc. (hereinafter referred to as the "CONSULTANT").

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Article 1 of the original Agreement; and,

Whereas, AUTHORITY desires CONSULTANT to continue to perform Services as may be specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Section 4 — Effective Date and Term, the AUTHORITY and the CONSULTANT mutually agree to extend the Agreement for the above written services on the same terms and conditions for three (3) additional years effective August 30, 2020 through August 29, 2023.

All other provisions of the Agreement shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the parties have made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and CDM Smith, Inc. as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

By: ____________________________
    Daniel Pellowitz
    Executive Director
    (Affix Seal)

APPROVED AS TO LEGAL SUFFICIENCY:

By: ____________________________
    Howard J. Falcon, Ill Esq.
    General Counsel to the Authority

APPROVED AS TO TERMS AND CONDITIONS:

By: ____________________________
    Name: __________________________
    Title: __________________________

CDM SMITH, INC.:

By: ____________________________
    Name: __________________________
    Title: __________________________

Corporate Secretary

WITNESS:

1. ____________________________
2. ____________________________

Approved by Authority Board on April 15, 2020, Item _______
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair
   and Solid Waste Authority Board Members

SUBJECT: Renewal of Contract for Providing Professional Consulting and Engineering Services for Landfill and Landfill Gas Systems

RECOMMENDATION: Authorize the Executive Director to execute a contract renewal with SCS Engineers for contract 17-605 providing professional Consulting and Engineering Services, subject to legal sufficiency approval by General Counsel.

BACKGROUND: In July of 2017, the Solid Waste Authority of Palm Beach County (Authority) entered into an agreement with SCS Engineers to provide Engineering Services related to Landfill and Landfill Gas Systems. These services will be used on a routine basis for projects associated with the Landfill development and closure design.

The original contract term in accordance with Board policy was for a three (3) year period with a three (3) year renewal. Staff recommends renewal of the agreement for three (3) years as outlined in the current agreement.

BUDGET IMPACT: $50,000 annually which will be approved on a project specific basis through the normal budget process.

ATTACHMENTS: Contract Renewal

REVIEWS:

Director: 
Date: 

Director of Contract Compliance: 
Date: 5-7-20

Chief Officer: 
Date: 05/11/2020

Chief Finance Officer (as required) 
Date: 5/12/2020

Legal Counsel (as required) 
Date: 5/21/2020

Executive Director: 
Date: 5/19/2020

May 11, 2020
AMENDMENT #1 TO THE AGREEMENT FOR
CONSULTING ENGINEERING SERVICES FOR LANDFILL AND LANDFILL GAS SYSTEMS
BETWEEN SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND SCS ENGINEERS
DATED THE 19TH DAY OF JULY 2017

This First Amendment dated the _____ day of ________, 2020, to Agreement No. 17-605 (the “Agreement”), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the “AUTHORITY”) and SCS Engineers (hereinafter referred to as the “CONSULTANT”).

Whereas, both parties desire to extend the term of the Agreement for three (3) additional years as provided in Section 4 of the original Agreement; and,

Whereas, AUTHORITY desires CONSULTANT to continue to perform Services as may be specifically designated and authorized by the AUTHORITY.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

In accordance with Section 4 – Effective Date and Term, the AUTHORITY and the CONSULTANT mutually agree to extend the Agreement for the above written services on the same terms and conditions for three (3) additional years effective July 19, 2020 through July 18, 2023.

All other provisions of the Agreement shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the parties have made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and SCS Engineers as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

WITNESS: By: ____________________________

1. ______________________________________

2. ______________________________________

APPROVED AS TO LEGAL SUFFICIENCY:

By: __________________________

Howard J. Falcon, III Esq.
General Counsel to the Authority

APPROVED AS TO TERMS AND CONDITIONS:

By: __________________________

Name: __________________________

Title: __________________________

SCS ENGINEERS:

WITNESS: By: __________________________

1. ______________________________________

2. ______________________________________

ATTEST:

_____________________________
Corporate Secretary

(Approx. Seal)

(Approx. Corporate Seal)

Approved by Authority Board on April 15, 2020, Item _____

ITEM 5. M

# 2/2
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair and Solid Waste Authority Board Members

SUBJECT: Sole Source Procurements

RECOMMENDATION: Receive and file

BACKGROUND:

This report is provided pursuant to requirements in the Authority's Purchasing Manual. The Manual exempts from competition certain transactions where the vendor is determined to be a "sole source" by Purchasing Services.

BUDGET IMPACT: None

ATTACHMENTS: Sole Source Procurement 01/01/2020 – 03/31/2020

REVIEWS:

Director: [Signature] Date: May 15, 2020

Director of Contract Compliance: _________________________________ Date: ________________

Chief Officer: ________________________________ Date: ________________

Chief Financial Officer: [Signature] (As required) Date: 5/18/2020

Legal Counsel: ________________________________ Date: ________________

(As required)

Executive Director: ________________________________ Date: ________________

7501 North Jog Road, West Palm Beach, Florida 33412 (561) 640-4000 FAX (561) 640-2400
<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>DOLLAR AMOUNT</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canon Solutions America, Inc.**</td>
<td>Services and parts of Canon Oce Colorwave Print System</td>
<td>5,000*</td>
<td>Manufacturer and repair/service provider of Oce Colorwave Printer</td>
</tr>
<tr>
<td>MOBA Mobile Automation</td>
<td>Parts and labor for Mobile Wireless Infor. Transmission System for wireless scale project</td>
<td>7,941</td>
<td>Exclusive creator, developer of proprietary system</td>
</tr>
<tr>
<td>Calero Software, LLC</td>
<td>Annual maintenance and support of VeraSMART software – CIS call logging and accounting system</td>
<td>2,076</td>
<td>Sole provider of VeraSMART software products, maintenance and support</td>
</tr>
<tr>
<td>Xylem Water Solutions USA Inc</td>
<td>OEM repair and replacement components for Flygt leachate pumps</td>
<td>25,000*</td>
<td>Only authorized distributor/warranty repair provider in the State of Florida</td>
</tr>
<tr>
<td>Rolta International, Inc.</td>
<td>Annual maintenance of On-Point Web-GIS application.</td>
<td>30,000</td>
<td>Developer and authorized service provider for On-Point source codes and proprietary software.</td>
</tr>
<tr>
<td>Flagler Construction Equipment, LLC</td>
<td>Volvo construction equipment OEM parts</td>
<td>10,000*</td>
<td>Exclusive authorized distributor for the State of Florida</td>
</tr>
<tr>
<td>Crane Equipment MFG Corp</td>
<td>Grizzly repair parts</td>
<td>35,000*</td>
<td>Sole manufacturer and distributor of Grizzly crane equipment and parts</td>
</tr>
<tr>
<td>Xylem Water Solutions USA Inc</td>
<td>OEM repair and replacement components for Flygt leachate pumps</td>
<td>20,000*</td>
<td>Only authorized distributor/warranty repair provider in the State of Florida</td>
</tr>
<tr>
<td>Schindler Elevator Corporation</td>
<td>Quarterly inspection, testing and maintenance – Education Center</td>
<td>2,220</td>
<td>Exclusive provider of Schindler products, software and services</td>
</tr>
</tbody>
</table>

*Estimated usage of annual blanket purchase orders or their change orders.

**Local Vendor
<table>
<thead>
<tr>
<th>B2G/ASK REPLY</th>
<th>Maintenance and support agreement of Diversity Management System</th>
<th>33,360</th>
<th>Producer and sole provider of proprietary software and support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four J’s Development Tools, Inc</td>
<td>Renewal of maintenance licenses for SWA Enterprise Systems telephone/email support.</td>
<td>10,080</td>
<td>Sole manufacturer and distributor of special SKU to convert CPU licenses to user based licenses.</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO:          Vice Mayor Robert S. Weinroth, Chair
              and Solid Waste Authority Board Members

SUBJECT:    Palm Beach Renewable Energy Facilities #1 & #2
              Advanced Post-Combustion Metals and Aggregate Recovery
              Pilot Program Extension

RECOMMENDATION:    Authorize the Executive Director to execute Amendment #2
              to the Site License Agreement between the Solid Waste
              Authority of Palm Beach County and Covanta Metals
              Marketing, LLC extending the current Term of the pilot
              program to recover metals and aggregate from the ash
              produced at the Authority’s Resource Recovery Facilities
              by twenty-nine (29) days to July 15, 2020, in accordance
              with the all the terms and conditions currently stated
              therein, subject to legal sufficiency approval by General
              Counsel.

BACKGROUND:

In June 2019, the Board unanimously approved an agreement with Covanta Metals
Marketing, LLC (CMM), providing for an eight (8) month pilot program to recover additional
metals and aggregate from the ash produced at the Authority’s Resource Recovery
Facilities. The pilot program started on July 17, 2019. Subsequently in February 2020 the
Board approved Amendment #1 extending the pilot program by an additional three (3)
months. This pilot program is an integral component of the Authority’s ongoing efforts to
conserve landfill space and develop additional revenue streams through the recovery of
additional high value metals and to utilize aggregate products recovered from the ash in
commercial applications such as road base and aggregate for asphalt and concrete. The
Florida Department of Environmental Regulation (FDEP) approved a twelve (12) month
duration for the pilot program, however, CMM had scheduled the equipment to be relocated
to another location in June. The relocation has been delayed and Staff would like to continue the program for the remainder of the FDEP approved duration. Accordingly Staff requests that the Board authorize the Executive Director to execute Amendment #2 to the Site License Agreement between the Solid Waste Authority of Palm Beach County and Covanta Metals Marketing, LLC extending the current Term of the pilot program to recover metals and aggregate from the ash produced at the Authority’s Resource Recovery Facilities by twenty-nine (29) days to July 15, 2020, in accordance with all the terms and conditions currently stated therein, subject to legal sufficiency approval by General Counsel.

BUDGET IMPACT:

There will be no impact to the current budget. Covanta will continue to pay the Authority a host fee of $0.31 per ton of ash delivered. Based on the average tons per month delivered to date this will result in additional revenue of approximately $2,800 for the extension period.

ATTACHMENTS: Amendment #2 to the Site License Agreement between the Solid Waste Authority of Palm Beach County and Covanta Metals Marketing, LLC dated July 1, 2019

REVIEWS:

Director: [Signature] Date: 5/29/2020

Director of Contract Compliance: [Signature] Date: 

Chief Officer: [Signature] Date: 5/28/2020

Chief Finance Officer: [Signature] Date: 

(as required)

Legal Counsel: [Signature] Date: 5/28/2020

(as required)

Executive Director: [Signature] Date: 5/29/2020
AMENDMENT #2 TO THE SITE LICENSE AGREEMENT
BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND COVANTA METALS MARKETING, LLC
DATED THE 1ST DAY OF JULY, 2019

This Second Amendment dated the first day of June 1, 2020, to Site License Agreement (the "Agreement"), between the Solid Waste Authority of Palm Beach County (hereinafter referred to as the "Owner") and Covanta Metals Marketing, LLC, (hereinafter referred to as the "Company"). Owner and Company are collectively referred to herein as the "Parties".

Whereas, both Parties executed Amendment #1 extending the initial eight (8) month term of the Agreement by three (3) additional months; and,

Whereas, both Parties desire to again extend the Term of the Agreement by twenty nine (29) additional days to July 15, 2020; and,

Whereas, Company, desires to continue the current Recovery Operation; and,

Whereas, Owner, desires to continue to recover Metals from Ash; and,

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

Section 4.1. Term of the Agreement shall be revised to reflect an absolute termination date of July 15, 2020.

All other provisions of the Agreement for the services as written above dated the 1st of July, 2019, shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the Executive Director of the Owner has made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Covanta Metals Marketing, LLC has executed this Amendment as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

By: _____________________________________________
    Daniel Pellowitz
    Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____________________________________________
    Howard J. Falcon, III
    General Counsel

ATTEST:

________________________________________________
    Corporate Secretary

WITNESS:

1. _____________________________________________

2. _____________________________________________

APPROVED AS TO TERMS AND CONDITIONS:

By: _____________________________________________

Name: __________________________________________

Title: __________________________________________

Covanta Metals Marketing, LLC:

By: _____________________________________________

Name: __________________________________________

Title: __________________________________________

Approved by Authority Board on June 17, 2020, Item No. _______
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair
and Solid Waste Authority Board Members

SUBJECT: Public Hearing - Proposed FY 2021 Budget

RECOMMENDATION: Approve the Proposed Budget;
Approve the Assessment & Tip Fee rates for the required notice; Continue the Public Hearing until August 26, 2020.

BACKGROUND:

With the uncertainty related to the lingering effects of the COVID-19 response, and although the Authority has and continues to remain fully operational, YTD solid waste deliveries (garbage and trash) are currently trending approximately 12% lower than last year. While staff has every expectation that circumstances will improve over the coming months as businesses reopen, it would be unrealistic to expect that there will not be some residual impact next fiscal year. Additionally, while we all hope we don't see a resurgence in the fall and winter months, that potential does exist, and that contingency must be planned for if the Authority is going to be able to continue to provide the high level of disposal services that our community is accustomed to and meet its financial obligations.

The most significant impact on the rates presented herein is an increase in the Contingency account from the typical $1M to $7.3M reflecting the potential that waste volumes will continue to trail off. It is important to realize that if these negative consequences do not materialize, the excess Contingency funds will flow to the General Reserve and be available to buy down rates, fund capital improvements or buy down debt in FY 2022.

The budget presented herein is presented for the purpose of the TRIM notice and reflects a worst case scenario because, as you are aware, the rates ultimately adopted by the Board in August can go down, but cannot go up, and because the circumstances related to COVID-19 remain fluid. Staff ultimately expects to present to the Board in August a budget that provides Disposal Assessment rates at or below current rates.
Staff will be presenting under Item 9G1 of this agenda a plan to use General Reserve funds to defease the October 1, 2021 maturity of the Authority’s Refunding Revenue Bonds, Federally-Taxable Series 2017. Doing so will result in a $24.977M reduction in debt service in FY 2021 that is not reflected in the budget we are presenting today. If the Board approves the defeasance, and it is executed, the debt service savings will more than offset the increased Contingency and the other increases presented herein, and additionally allow for increased capital funding that will result in reduced needs in future budgets. While this plan makes financial sense on its own, the ability to simultaneously provide rate relief and mitigate risk during this time is in staff’s view ideal.

The following is the presentation of the budget and rates for the required notice. The Board is requested to approve the proposed budget, approve the rates for the required notice, and to continue the public hearing until August 26, 2020 when the final budget and rates will be presented to the Board for approval.

**Budget Summary**

We are pleased to present the FY 2021 Proposed Budget for your consideration. The FY 2021 Budget, as projected, includes increases to all annual Disposal Assessment rates, with the following rates up from the FY 2020 Adopted Budget: Single-Family Residential rates up $10 or 5.7% at $185/year; Commercial-Low Generator rates up $0.007/SqFt or 9.3%; Commercial-Medium Generator rates up $0.016/SqFt or 8.1%; Commercial-High Generator rates up $0.093/SqFt or 8.7%, along with proportional increases in all other Disposal categories; and FY 2021 Mandatory Collection rates for unincorporated were updated per the Franchise Hauler contracts, detailed herein.

FY 2021 significant funding impacts include, a $6.3M increase to the Authority’s FY 2021 projected contingency account to absorb any potential revenue impacts from reduced tipping fees, as mentioned above; a $1.0M increase in Plant Operator expenses due to contractual price index adjustment increases and higher throughput for the RMFP facility; a $1.3M increase in the Authority’s property insurance costs and a $1.3M increase in the Authority’s health insurance costs due to marketplace rate increases projected for FY 2021; an increase of $352.5K in utility costs (electricity, water and sewer) and a $344.9K increase in FRS expenses due to rate increases for 2020/2021.

Total revenue for FY 2021 is projected to be up $11.1M mainly due to increased Assessment revenues of $12.2M, including a $657.7K or 1.3% increase in Mandatory Collections due to unit increases and contractual CPI adjustments for FY 2021. Other projected variances include: increased Electric revenue of $264.1K, increased Recycling revenue of $531.6K, increased Other Tipping fee revenue of $1.0M, largely offset by an estimated decrease of $3.0M in Interest revenue for FY 2021. The increase in Other Tipping fee revenue is a result staff proposed increases to the following tip fee rates for FY 2021: Vegetation, increased by $2 to $32/ton; Building Debris increased by $3 to $55/ton; and Whole Tires increased by $20 to $75/ton, to more closely reflect pricing in the Florida market. Staff is also proposing an increase of $6 to the Minimum Charge Tipping fee from $4/each to $10/each for FY 2021.
The Disposal Budget

Revenues:
Total revenues for Disposal are up $10.5M or 4.1%. The increase is due to several factors, including an $11.5M increase in Non-ad Valorem Assessments due to the increased costs identified herein and in particular the aforementioned $6.3 million increase in the Contingency account in an effort to mitigate COVID-19 related market risk in FY 2021. Additional impacts include increased Tipping Fees ($1.0M), increased Electric Revenue ($264.1K), increased Recycling Revenue ($531.6K), and reduced Interest Income (-$3.0M), as mentioned above.

The increase in Tipping Fee Revenue for FY 2021 results from staff proposed increases in tip fee rates for Vegetation, from $30/ton to $32/ton, Building Debris, from $52/ton to $55/ton, and Whole Tires from $55/ton to $75/ton for FY 2021. The increase in Electric Revenue of $264.1K or 0.7% is a result of increased capacity payment revenue in accordance with the terms of the Power Purchase Agreement with FPL and slightly offset by decreased energy revenues due to lower projected rates per MWh at the Authority’s Palm Beach Renewable Energy Facilities, Renewable Energy Facility #1 and Renewable Energy Facility #2.

Gross revenue from the sale of recovered materials is projected to increase $531.6K or 6.5% for FY 2021. The increase is primarily due to a projected increase in fiber tonnage and slightly offset by decreased ferrous tonnage and revenue. Recycling revenue is routinely budgeted conservatively due to the volatility of these markets, and that practice is reflected herein.

The total combined revenue is projected to be 4.1% higher compared to the FY 2020 Disposal Budget.

Expenditures:
This budget includes no new FTEs for FY 2021. During the FY 2021 budget development process, six (6) new FTEs were requested, however in light of the potential for reduced tonnage in FY 2021 due to economic contraction, management decided to use current vacant FTEs for FY 2021 to fulfill any organizational needs. Therefore vacant FTEs for FY 2021 are funded at 75%, instead of the 50% rate applied to vacant FTEs in the FY 2020 Adopted Budget.

Operating expenses, aside from the contract fees for PBREF#1, PBREF#2, the Recovered Materials Processing Facility (RMPF), and the Biosolids Pelletization Facility (BPF), are budgeted $9.8M or 12.0% higher in FY 2021 compared to the FY 2020 Adopted Budget, mainly due to the $6.3M increase to the Authority’s FY 2021 Contingency account to mitigate the impacts from reduced tonnage and tipping fees due to COVID-19.

The FY 2021 Operating Expense budget includes increases in the following: Personnel Services, including a projected COLA of 1.25%, merit increases, and increases in FICA and FRS totaling $1.4M (including vacant FTEs funded at 75% vs. 50%); Heath Insurance Costs, projected to increase 13.8%, or $1.3M; Property Insurance Premiums increased 28.1%, or $1.3M due to tightening insurance markets; and, an increase of $352.5K in utility costs (electricity, water and sewer). Budgeted reductions include: Other Contractual Services (-$597.7K) and Promotional Activity (-$239.8K).
Contract operator fees in the FY 2021 Budget increased by $1.0M from the FY 2020 Adopted Budget. The contributing factors include: a $1.3M increase for the RMPF due to higher projected throughput; a $153.4K increase for the BPF due to the contractual price index adjustment factor (PIAF); and, offset by decreases of (-$404.2K) for PBREF#1 and (-$20.6K) for PBREF#2, both due to a conservative PIAF used for FY 2021.

Debt Service principal and interest payments are increased slightly, by $35.5K, from FY 2020. Debt service coverage for FY 2021 is calculated at 1.31, which is equal to the coverage in the FY 2020 Adopted Budget. The minimum coverage required by the Trust Indenture is 1.10, although the Authority typically budgets a much higher coverage. This calculation represents total revenue less operating expenses, otherwise known as Net Revenue, divided by debt service.

The FY 2021 Renewal and Replacement Fund budget of $13.4M is down $3.3M compared to FY 2020. It includes $6.5M for the Authority’s Asset Replacement Program and $500K for the Landfill Management Escrow fund to maintain the balance required pursuant to state and federal regulations. Other major projects budgeted in this fund include: $3.1M for Engineering’s renewal, replacement and improvement of transfer station tipping floors, hoppers, curbs and drains; $1.1M for upgrades to the Industrial Supply Well systems at the Palm Beach Renewal Energy Facility Park landfill; and $894.5K for Facility Maintenance’s projected electrical and maintenance expenditures for the Authority’s Transfer Stations and Administration building, including HVAC and Chiller replacements at $355.0K, repairs and repainting. A list of all projects is attached.

The Capital Improvement Fund budget, of $6.9M, is up $2.2M from FY 2020 and includes $3.0M in partial funding for a new Deep Injection Well to provide increased redundancy ($2.0M was included in the FY 2020 Budget); $1.4M in funding for Fire Protection Systems at PBREF#1 ($768.2K) and at PBREF#2 ($640.6K); $820.0K for Fleet Maintenance’s new trucks and trailers; $500K for Risk Management security improvements; and $300K for Metal Recovery at PBREF#2.

**General Reserves:**

For the FY 2021 budget, staff is not currently proposing to transfer funds from the General Reserve to fund the budget. The Board may wish to consider some General Reserve funding in August 2020, but Staff recommends that for the purpose of the TRIM Notice no such funding be provided. Subsequent to the TRIM Notice, rates can be reduced but cannot be increased.

**The Mandatory Collection Budget**

For FY 2021, the Service Areas 1-6 contracts in effect for FY 2020, reflect the contractual price index adjustment factor for 2020/2021. These rates are applied to three categories: Garbage/Trash, Vegetation, and Recycling. An annual cart maintenance fee of $2.10 per month was also applied to Service Areas 1, 2, 3, 4 and 6 pursuant to the franchise collection contracts to compensate the haulers for the cost of supplying, repairing, and replacing as necessary the automated carts.
Summary:
The Board’s action in June sets the rates for the TRIM notice. Staff will present the Budget to the Board again in August for final adoption. At that time the adopted rates can be reduced from those approved in June, but cannot be increased.

BUDGET IMPACT: The FY 2021 Proposed Budget meets all the requirements of the Trust Indenture and Board Policy.

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Budget Summary Schedules</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate Comparison Schedules</td>
<td>6-8</td>
</tr>
<tr>
<td>Schedule of Reserves</td>
<td>9-11</td>
</tr>
<tr>
<td>Schedule of Proposed Projects</td>
<td>12-14</td>
</tr>
<tr>
<td>Residential &amp; Commercial Assessment Rates</td>
<td>15-17</td>
</tr>
<tr>
<td>Mandatory Collection Budget</td>
<td>18-19</td>
</tr>
<tr>
<td>Consulting Engineers Letter of Approval</td>
<td>20</td>
</tr>
</tbody>
</table>

To be provided

REVIEWS:

Director: 
Date: 5/19/20

Director of Contract Compliance: 
Date: 

Chief Officer: 
Date: 5/19/20

Chief Financial Officer (as required) 
Date: 

Legal Counsel: (as required) 
Date: 

Executive Director: 
Date: 5/19/20
# Solid Waste Authority

**Proposed Fiscal Year 2021 Budget**

**Combined Funds**

<table>
<thead>
<tr>
<th></th>
<th>DISPOSAL</th>
<th>ENTERPRISE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Revenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Assessment</td>
<td>$169,653,337</td>
<td>$50,910,004</td>
<td>$220,563,341</td>
</tr>
<tr>
<td>Tipping Fees- Garbage &amp; Trash</td>
<td>$27,053,082</td>
<td>$27,053,082</td>
<td>$54,106,164</td>
</tr>
<tr>
<td>Tipping Fees-Other</td>
<td>$14,366,569</td>
<td>$14,366,569</td>
<td>$28,733,138</td>
</tr>
<tr>
<td>Electric Sales</td>
<td>$37,808,967</td>
<td></td>
<td>$37,808,967</td>
</tr>
<tr>
<td>Recycling Revenue</td>
<td>$8,661,904</td>
<td>$8,661,904</td>
<td>$17,323,808</td>
</tr>
<tr>
<td>Pelletizer Contract</td>
<td>$6,420,055</td>
<td></td>
<td>$6,420,055</td>
</tr>
<tr>
<td>Waste Water Disposal Fees</td>
<td>$226,824</td>
<td></td>
<td>$226,824</td>
</tr>
<tr>
<td>Lease Income</td>
<td>$425,000</td>
<td>$425,000</td>
<td>$850,000</td>
</tr>
<tr>
<td>C.O. Billing Receipts</td>
<td>$350,000</td>
<td>$130,000</td>
<td>$480,000</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>$1,481,517</td>
<td></td>
<td>$1,481,517</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$1,000,000</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$255,985,738</strong></td>
<td><strong>$52,521,521</strong></td>
<td><strong>$318,507,259</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>DISPOSAL</th>
<th>ENTERPRISE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWA Operating Expenses</td>
<td>$90,963,964</td>
<td>$51,040,004</td>
<td>$142,003,968</td>
</tr>
<tr>
<td>PBREF#1 Fees</td>
<td>$38,268,729</td>
<td>$38,268,729</td>
<td>$76,537,458</td>
</tr>
<tr>
<td>PBREF#2 Fees</td>
<td>$26,780,116</td>
<td>$26,780,116</td>
<td>$53,560,222</td>
</tr>
<tr>
<td>RMPF Fees</td>
<td>$9,553,747</td>
<td>$9,553,747</td>
<td>$19,107,494</td>
</tr>
<tr>
<td>Pelletizer Fees</td>
<td>$6,392,100</td>
<td></td>
<td>$6,392,100</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>$171,558,656</strong></td>
<td><strong>$51,040,004</strong></td>
<td><strong>$222,998,660</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>DISPOSAL</th>
<th>ENTERPRISE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Operating Income</strong></td>
<td><strong>$94,007,082</strong></td>
<td><strong>$1,481,517</strong></td>
<td><strong>$95,488,599</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>DISPOSAL</th>
<th>ENTERPRISE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Expense</td>
<td>$71,895,242</td>
<td></td>
<td>$71,895,242</td>
</tr>
<tr>
<td>Subordinated Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Renewal &amp; Replacement Fund Projects</td>
<td>$13,431,302</td>
<td>$13,431,302</td>
<td>$26,862,604</td>
</tr>
<tr>
<td>Capital Improvement Fund Projects</td>
<td>$6,880,232</td>
<td>$6,880,232</td>
<td>$13,760,464</td>
</tr>
<tr>
<td><strong>Total Non-Operating Expenditures</strong></td>
<td><strong>$92,206,776</strong></td>
<td><strong>$</strong></td>
<td><strong>$92,206,776</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>DISPOSAL</th>
<th>ENTERPRISE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve Increase (Decrease)</td>
<td>$1,800,306</td>
<td>$1,481,517</td>
<td>$3,281,823</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>DISPOSAL</th>
<th>ENTERPRISE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Reserve</td>
<td>$1,800,306</td>
<td>$1,800,306</td>
<td>$3,600,612</td>
</tr>
<tr>
<td>Collection Reserve</td>
<td></td>
<td>$1,481,517</td>
<td>$1,481,517</td>
</tr>
<tr>
<td>General Reserve</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reserve Increase (Decrease)</td>
<td>$1,800,306</td>
<td>$1,481,517</td>
<td>$3,281,822</td>
</tr>
<tr>
<td><strong>Total Expenses/Reserves</strong></td>
<td><strong>$265,985,737</strong></td>
<td><strong>$52,521,521</strong></td>
<td><strong>$318,507,258</strong></td>
</tr>
</tbody>
</table>

---

**Note:** Numbers may not add up due to rounding.
# Budget Summary (All Funds)

<table>
<thead>
<tr>
<th>Revenues:</th>
<th>Operations</th>
<th>Fixed &amp; Contracts</th>
<th>Sub-Total For Debt Coverage</th>
<th>Enterprise Contracts</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Assessment</td>
<td>$62,613,131$</td>
<td>$107,040,206$</td>
<td>$169,563,337$</td>
<td>$50,910,004$</td>
<td>$220,563,341$</td>
</tr>
<tr>
<td>Tipping Fees:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garbage &amp; Trash</td>
<td>$27,053,082$</td>
<td>-</td>
<td>$27,053,082$</td>
<td>-</td>
<td>$27,053,082$</td>
</tr>
<tr>
<td>Building Debris/Land Clearing</td>
<td>8,164,145</td>
<td>8,164,145</td>
<td>8,164,145</td>
<td>8,164,145</td>
<td>8,164,145</td>
</tr>
<tr>
<td>Post Recycled MSW Imported</td>
<td>1,873,000</td>
<td>1,873,000</td>
<td>1,873,000</td>
<td>1,873,000</td>
<td>1,873,000</td>
</tr>
<tr>
<td>Tires</td>
<td>1,173,500</td>
<td>1,173,500</td>
<td>1,173,500</td>
<td>1,173,500</td>
<td>1,173,500</td>
</tr>
<tr>
<td>Non-Residential Vegetation</td>
<td>2,643,424</td>
<td>2,643,424</td>
<td>2,643,424</td>
<td>2,643,424</td>
<td>2,643,424</td>
</tr>
<tr>
<td>Livestock Waste</td>
<td>150,000</td>
<td>150,000</td>
<td>150,000</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Special Waste - Class A</td>
<td>260,000</td>
<td>260,000</td>
<td>260,000</td>
<td>260,000</td>
<td>260,000</td>
</tr>
<tr>
<td>Special Waste - Assured Waste Destruction</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td><strong>Sub-Total Tipping Fees</strong></td>
<td><strong>$41,419,651</strong></td>
<td>$</td>
<td><strong>$41,419,651</strong></td>
<td>$</td>
<td><strong>$41,419,651</strong></td>
</tr>
<tr>
<td>Other Revenue:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Sales</td>
<td>-</td>
<td>$37,808,967</td>
<td>$37,808,967</td>
<td>-</td>
<td>$37,808,967</td>
</tr>
<tr>
<td>Recycling Revenue</td>
<td>8,661,904</td>
<td>8,661,904</td>
<td>8,661,904</td>
<td>8,661,904</td>
<td>8,661,904</td>
</tr>
<tr>
<td>Waste Water Disposal Fees</td>
<td>226,824</td>
<td>226,824</td>
<td>226,824</td>
<td>226,824</td>
<td>226,824</td>
</tr>
<tr>
<td>Interest Income</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Lease Income</td>
<td>425,000</td>
<td>425,000</td>
<td>425,000</td>
<td>425,000</td>
<td>425,000</td>
</tr>
<tr>
<td>C.O. Billing</td>
<td>350,000</td>
<td>350,000</td>
<td>130,000</td>
<td>130,000</td>
<td>130,000</td>
</tr>
<tr>
<td>Pelletizer Contract</td>
<td>6,420,055</td>
<td>6,420,055</td>
<td>6,420,055</td>
<td>6,420,055</td>
<td>6,420,055</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>-</td>
<td>1,481,517</td>
<td>1,481,517</td>
<td></td>
<td>1,481,517</td>
</tr>
<tr>
<td><strong>Sub-Total Other Revenue</strong></td>
<td><strong>$8,196,055</strong></td>
<td>$46,897,695</td>
<td><strong>$54,092,750</strong></td>
<td>$1,611,517</td>
<td><strong>$55,704,267</strong></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>$112,227,837</strong></td>
<td>$153,737,901</td>
<td><strong>$265,965,738</strong></td>
<td><strong>$52,521,521</strong></td>
<td><strong>$318,487,259</strong></td>
</tr>
</tbody>
</table>

## Expenses:

### Operating Expenses:

<table>
<thead>
<tr>
<th></th>
<th>Operations</th>
<th>Fixed &amp; Contracts</th>
<th>Sub-Total For Debt Coverage</th>
<th>Enterprise Contracts</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWA Operating Expenses</td>
<td>$90,963,964</td>
<td>-</td>
<td>$90,963,964</td>
<td>-</td>
<td>$90,963,964</td>
</tr>
<tr>
<td>PBREF# 1 Fees</td>
<td>38,268,729</td>
<td>38,268,729</td>
<td>38,268,729</td>
<td></td>
<td>38,268,729</td>
</tr>
<tr>
<td>PBREF# 2 Fees</td>
<td>26,780,116</td>
<td>26,780,116</td>
<td>26,780,116</td>
<td></td>
<td>26,780,116</td>
</tr>
<tr>
<td>RMRF Fees</td>
<td>9,553,747</td>
<td>9,553,747</td>
<td>9,553,747</td>
<td></td>
<td>9,553,747</td>
</tr>
<tr>
<td>Pelletizer Fees</td>
<td>6,392,100</td>
<td>6,392,100</td>
<td>6,392,100</td>
<td></td>
<td>6,392,100</td>
</tr>
<tr>
<td>Mandatory Collection</td>
<td>-</td>
<td>51,040,004</td>
<td>51,040,004</td>
<td></td>
<td>51,040,004</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>$90,963,964</strong></td>
<td><strong>$80,994,692</strong></td>
<td><strong>$171,958,656</strong></td>
<td><strong>$51,040,004</strong></td>
<td><strong>$222,998,660</strong></td>
</tr>
</tbody>
</table>

### Non-Operating Expenses:

<table>
<thead>
<tr>
<th></th>
<th>Operations</th>
<th>Fixed &amp; Contracts</th>
<th>Sub-Total For Debt Coverage</th>
<th>Enterprise Contracts</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Service Expense</td>
<td>-</td>
<td>-</td>
<td>71,895,242</td>
<td>-</td>
<td>71,895,242</td>
</tr>
<tr>
<td>Subordinated Debt</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Renewal &amp; Replacement</td>
<td>13,431,302</td>
<td>13,431,302</td>
<td>13,431,302</td>
<td></td>
<td>13,431,302</td>
</tr>
<tr>
<td>Capital Improvement</td>
<td>6,880,232</td>
<td>6,880,232</td>
<td>6,880,232</td>
<td></td>
<td>6,880,232</td>
</tr>
<tr>
<td><strong>Total Non-Operating Expenses</strong></td>
<td><strong>20,311,534</strong></td>
<td><strong>71,895,242</strong></td>
<td><strong>92,206,776</strong></td>
<td><strong>-</strong></td>
<td><strong>92,206,776</strong></td>
</tr>
</tbody>
</table>

### Net Change in Reserves:

<table>
<thead>
<tr>
<th></th>
<th>Operations</th>
<th>Fixed &amp; Contracts</th>
<th>Sub-Total For Debt Coverage</th>
<th>Enterprise Contracts</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Reserve</td>
<td>$952,339</td>
<td>$847,967</td>
<td>$1,800,306</td>
<td>$1,800,306</td>
<td>$1,800,306</td>
</tr>
<tr>
<td>L/F Mgt. Escrow</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Reserve for Collection</td>
<td>-</td>
<td>-</td>
<td>1,481,517</td>
<td>1,481,517</td>
<td>1,481,517</td>
</tr>
<tr>
<td>General Reserve</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$952,339</td>
<td>$847,967</td>
<td>$1,800,306</td>
<td>$1,481,517</td>
<td>$3,281,823</td>
</tr>
</tbody>
</table>

### Total Expense/Reserves:

<table>
<thead>
<tr>
<th></th>
<th>Operations</th>
<th>Fixed &amp; Contracts</th>
<th>Sub-Total For Debt Coverage</th>
<th>Enterprise Contracts</th>
<th>Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Expense/Reserves</strong></td>
<td><strong>$112,227,837</strong></td>
<td><strong>$153,737,901</strong></td>
<td><strong>$265,965,738</strong></td>
<td><strong>$52,521,521</strong></td>
<td><strong>$318,487,259</strong></td>
</tr>
</tbody>
</table>

#### Debt Service Coverage

* Net Operating Income: $94,007,082
  Debt Service Expense: $71,895,242

**Note:** Numbers may not add up due to rounding.
## Solid Waste Authority
### 2021 Proposed Budget
#### Rate Schedule Comparison

<table>
<thead>
<tr>
<th>REVENUES:</th>
<th>2019 Original Budget</th>
<th>Amended Budget</th>
<th>2020 Proposed Budget</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Assessment:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disposal</td>
<td>$158,134,640</td>
<td>$158,134,640</td>
<td>$169,653,337</td>
<td>7.28%</td>
</tr>
<tr>
<td>Collection</td>
<td>50,252,343</td>
<td>50,252,343</td>
<td>50,910,004</td>
<td>1.31%</td>
</tr>
<tr>
<td>Tipping Fees</td>
<td>40,434,113</td>
<td>40,434,113</td>
<td>41,419,651</td>
<td>2.44%</td>
</tr>
<tr>
<td>Electric Sales</td>
<td>37,544,839</td>
<td>37,544,839</td>
<td>37,808,967</td>
<td>0.70%</td>
</tr>
<tr>
<td>Recycling Revenue</td>
<td>8,130,282</td>
<td>8,130,282</td>
<td>8,661,904</td>
<td>6.54%</td>
</tr>
<tr>
<td>Other Revenues:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lease Income</td>
<td>425,000</td>
<td>425,000</td>
<td>425,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>C.O., Billing-Disposal</td>
<td>350,000</td>
<td>350,000</td>
<td>350,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>Pelletizer Contract</td>
<td>6,235,255</td>
<td>6,235,255</td>
<td>6,420,065</td>
<td>2.96%</td>
</tr>
<tr>
<td>Waste Water Disposal Fees</td>
<td>226,824</td>
<td>226,824</td>
<td>226,824</td>
<td>0.00%</td>
</tr>
<tr>
<td>Enterprise Contracts:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>1,481,517</td>
<td>1,481,517</td>
<td>1,481,517</td>
<td>0.00%</td>
</tr>
<tr>
<td>C.O., Billing-Collection</td>
<td>140,000</td>
<td>140,000</td>
<td>130,000</td>
<td>-7.14%</td>
</tr>
<tr>
<td>Interest Income (1)</td>
<td>4,000,000</td>
<td>4,000,000</td>
<td>1,000,000</td>
<td>-75.00%</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$307,354,813</td>
<td>$307,354,813</td>
<td>$318,487,259</td>
<td>3.62%</td>
</tr>
</tbody>
</table>

| EXPENSES:                 |                      |                |                      |          |
|---------------------------|                      |                |                      |          |
| SWA Operating Expenses    | $81,209,569          | $81,209,569    | $90,963,964          | 12.01%   |
| PBREF#1 Fees              | 38,672,942           | 38,672,942     | 38,268,729           | -1.05%   |
| PBREF#2 Fees              | 26,800,682           | 26,800,682     | 26,780,116           | -0.08%   |
| RMPF Fees                 | 8,234,930            | 8,234,930      | 9,553,747            | 16.01%   |
| Pelletizer Fees           | 6,238,700            | 6,238,700      | 6,392,100            | 2.46%    |
| Collection Contracts & Expenses | 50,392,343      | 50,392,343    | 51,040,004           | 1.29%    |
| **Total Operating Expenses** | $211,549,166        | $211,549,166   | $222,988,860         | 5.41%    |
|                          |                      |                |                      |          |
| Debt Service Expense      | $71,859,792          | $71,859,792    | $71,895,242          | 0.05%    |
| Subordinated Debt         | -                    | -              | N/A                  |          |
| Renewal and Replacement   | 16,702,920           | 16,702,920     | 13,431,302           | -19.59%  |
| Capital Improvement       | 4,634,360            | 4,634,360      | 6,880,232            | 48.46%   |
| **Total Non-Operating Exp.** | $93,197,072         | $93,197,072    | $92,206,776          | -1.06%   |
|                          |                      |                |                      |          |
| Total Expenses            | $304,746,236         | $304,746,236   | $315,205,436         | 3.43%    |
|                          |                      |                |                      |          |
| Not Changes in Reserves   | $2,608,575           | $2,608,575     | $3,281,823           | 25.81%   |

### CHANGES IN RESERVES:

| Operating Reserve         | $1,127,056           | $1,127,056     | $1,800,306           | 59.73%   |
| LIF Mgt. Escrow           | -                    | -              | N/A                  |          |
| Reserve for Collection    | 1,481,517            | 1,481,517      | 1,481,517            | 0.00%    |
| General Reserve           | 0                    | 0              | 0                    | -41.96%  |
| **Total Change in Reserves** | $2,608,575         | $2,608,575     | $3,281,823           | 25.81%   |
| **Total Expenses/Reserves:** | $307,354,813      | $307,354,813   | $318,487,259         | 3.82%    |

(1) Actual interest income includes funds earned in restricted accounts. Budgeted interest does not.

Note: Numbers may not add up due to rounding.

---

*Comparison - Auto Update*
## Solid Waste Authority
### 2021 Proposed Budget
#### Rate Schedule Comparison

<table>
<thead>
<tr>
<th>Description</th>
<th>2020 Adopted</th>
<th>2021 Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FULL COST (Out of County) TIP FEE</strong></td>
<td>$136 /ton</td>
<td>$146 /ton</td>
</tr>
<tr>
<td><strong>COMMERCIAL (In County) TIP FEE</strong></td>
<td>$42 /ton</td>
<td>$42 /ton</td>
</tr>
<tr>
<td><strong>COMMERCIAL ASSESSMENTS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Generator</td>
<td>$0.075 /Sq Ft</td>
<td>$0.082 /Sq Ft</td>
</tr>
<tr>
<td>Medium Generator</td>
<td>$0.197 /Sq Ft</td>
<td>$0.213 /Sq Ft</td>
</tr>
<tr>
<td>High Generator</td>
<td>$1.068 /Sq Ft</td>
<td>$1.161 /Sq Ft</td>
</tr>
<tr>
<td>Non-Generator</td>
<td>$0.011 /Sq Ft</td>
<td>$0.011 /Sq Ft</td>
</tr>
<tr>
<td>Agriculture (Max)</td>
<td>$400 /year</td>
<td>$400 /year</td>
</tr>
<tr>
<td><strong>RESIDENTIAL ASSESSMENTS:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family</td>
<td>$175 /year</td>
<td>$185 /year</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>$97 /year</td>
<td>$103 /year</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>$166 /year</td>
<td>$176 /year</td>
</tr>
<tr>
<td><strong>GOVERNMENTAL ASSESSMENT</strong></td>
<td>$138 /ton</td>
<td>$146 /ton</td>
</tr>
<tr>
<td><strong>OTHER TIP FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garbage/Trash</td>
<td>$42 /ton</td>
<td>$42 /ton</td>
</tr>
<tr>
<td>Blgd Debris/Land Clearing</td>
<td>$52 /ton</td>
<td>$55 /ton</td>
</tr>
<tr>
<td>C/D Recycle Residue to Landfill</td>
<td>$25 /ton</td>
<td>$25 /ton</td>
</tr>
<tr>
<td>C/D Recycle Residue to Plant*</td>
<td>$18 /ton</td>
<td>$18 /ton</td>
</tr>
<tr>
<td>Post Recycled MSW to Plant*</td>
<td>$18 /ton</td>
<td>$19 /ton</td>
</tr>
<tr>
<td>Restricted Use Fill</td>
<td>$4 /ton</td>
<td>$4 /ton</td>
</tr>
<tr>
<td><strong>Tires:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whole Passenger</td>
<td>$55 /ton</td>
<td>$75 /ton</td>
</tr>
<tr>
<td>Whole Truck</td>
<td>$190 /ton</td>
<td>$190 /ton</td>
</tr>
<tr>
<td>Segmented (4&quot; pieces)</td>
<td>$10 /ton</td>
<td>$10 /ton</td>
</tr>
<tr>
<td>Shredded (6&quot; pieces)</td>
<td>$10 /ton</td>
<td>$10 /ton</td>
</tr>
<tr>
<td>Livestock Waste</td>
<td>$15 /ton</td>
<td>$15 /ton</td>
</tr>
<tr>
<td>Special Waste-Class A</td>
<td>$65 /ton</td>
<td>$65 /ton</td>
</tr>
<tr>
<td>Special Waste-Assured Waste Destruction</td>
<td>$500 /load + $65/ton</td>
<td>$500 /load + $65/ton</td>
</tr>
<tr>
<td>Vegetation Only - Whole</td>
<td>$30 /ton</td>
<td>$32 /ton</td>
</tr>
<tr>
<td>Dewatered Sludge</td>
<td>$100 /ton</td>
<td>$100 /ton</td>
</tr>
<tr>
<td>White Goods</td>
<td>$10 /ton</td>
<td>$10 /ton</td>
</tr>
<tr>
<td>Trailers (Mobile Home &amp; RV's)</td>
<td>$90 /ton</td>
<td>$90 /ton</td>
</tr>
<tr>
<td>Untarped Load</td>
<td>$10 each</td>
<td>$10 each</td>
</tr>
<tr>
<td>Whole Animals</td>
<td>$30 /ton</td>
<td>$30 /ton</td>
</tr>
<tr>
<td>Saturday Only (Automobiles)</td>
<td>$4 each</td>
<td>$4 each</td>
</tr>
<tr>
<td>Minimum Charge</td>
<td>$4 each</td>
<td>$10 each</td>
</tr>
</tbody>
</table>

*Note: C/D Recycle Residue to Plant and Post Recycled MSW to Plant are Supplemental Waste contract rates.*
## Solid Waste Authority
### 2021 Proposed Budget
#### Rate Schedule Comparison

### UNINCORPORATED AREA CONTRACT FEES

#### RESIDENTIAL COLLECTION FEES

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Service Provider</th>
<th>Curbside Service 2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Area 1</td>
<td>Waste Pro</td>
<td>$244 /year</td>
<td>$247 /year</td>
</tr>
<tr>
<td>Service Area 2</td>
<td>Advanced</td>
<td>$307 /year</td>
<td>$310 /year</td>
</tr>
<tr>
<td>Service Area 3</td>
<td>FCC</td>
<td>$170 /year</td>
<td>$171 /year</td>
</tr>
<tr>
<td>Service Area 4</td>
<td>FCC</td>
<td>$172 /year</td>
<td>$174 /year</td>
</tr>
<tr>
<td>Service Area 5</td>
<td>WM</td>
<td>$334 /year</td>
<td>$341 /year</td>
</tr>
<tr>
<td>Service Area 6</td>
<td>GCI</td>
<td>$238 /year</td>
<td>$240 /year</td>
</tr>
</tbody>
</table>

**Containerized Service**

<table>
<thead>
<tr>
<th>Service Area 1</th>
<th>Service Provider</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Area 1</td>
<td>Waste Pro</td>
<td>$128 /year</td>
<td>$129 /year</td>
</tr>
<tr>
<td>Service Area 2</td>
<td>Advanced</td>
<td>$107 /year</td>
<td>$109 /year</td>
</tr>
<tr>
<td>Service Area 3</td>
<td>FCC</td>
<td>$83 /year</td>
<td>$84 /year</td>
</tr>
<tr>
<td>Service Area 4</td>
<td>FCC</td>
<td>$82 /year</td>
<td>$83 /year</td>
</tr>
<tr>
<td>Service Area 5</td>
<td>WM</td>
<td>$255 /year</td>
<td>$260 /year</td>
</tr>
<tr>
<td>Service Area 6</td>
<td>GCI</td>
<td>$106 /year</td>
<td>$107 /year</td>
</tr>
</tbody>
</table>

### COMMERCIAL COLLECTION FEES

#### Standard Container

<table>
<thead>
<tr>
<th>Service Area 1</th>
<th>Service Provider</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Area 1</td>
<td>Waste Pro</td>
<td>$3.55 /yard</td>
<td>$3.52 /yard</td>
</tr>
<tr>
<td>Service Area 2</td>
<td>Advanced</td>
<td>$3.55 /yard</td>
<td>$3.52 /yard</td>
</tr>
<tr>
<td>Service Area 3</td>
<td>FCC</td>
<td>$3.55 /yard</td>
<td>$3.52 /yard</td>
</tr>
<tr>
<td>Service Area 4</td>
<td>FCC</td>
<td>$3.55 /yard</td>
<td>$3.52 /yard</td>
</tr>
<tr>
<td>Service Area 5</td>
<td>WM</td>
<td>$4.08 /yard</td>
<td>$4.16 /yard</td>
</tr>
<tr>
<td>Service Area 6</td>
<td>GCI</td>
<td>$3.55 /yard</td>
<td>$3.59 /yard</td>
</tr>
</tbody>
</table>

#### Compactor Container

<table>
<thead>
<tr>
<th>Service Area 1</th>
<th>Service Provider</th>
<th>(per CuYd)</th>
<th>(per Pull)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0-12 CY</td>
<td>&gt;12 CY</td>
</tr>
<tr>
<td>Service Area 1</td>
<td>Waste Pro</td>
<td>$4.44</td>
<td>$210.00</td>
</tr>
<tr>
<td>Service Area 2</td>
<td>Advanced</td>
<td>$4.44</td>
<td>$210.00</td>
</tr>
<tr>
<td>Service Area 3</td>
<td>FCC</td>
<td>$4.44</td>
<td>$210.00</td>
</tr>
<tr>
<td>Service Area 4</td>
<td>FCC</td>
<td>$4.44</td>
<td>$210.00</td>
</tr>
<tr>
<td>Service Area 5</td>
<td>WM</td>
<td>$5.10</td>
<td>$276.35</td>
</tr>
<tr>
<td>Service Area 6</td>
<td>GCI</td>
<td>$4.44</td>
<td>$210.00</td>
</tr>
</tbody>
</table>

*Note: New Hauler contracts effective 10/1/2019.*
Solid Waste Authority  
2021 Proposed Budget  
Rate Schedule Comparison

<table>
<thead>
<tr>
<th>All Service Areas</th>
<th>COMMERCIAL DISPOSAL FEES</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$2.81/home</td>
<td>$2.81/home</td>
</tr>
<tr>
<td></td>
<td>$42 /ton (@134lbs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$42 /ton (@134lbs)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>All Service Areas</th>
<th>CONTAINER RENTAL RATES</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 cubic yard</td>
<td>$24.00/month</td>
<td>$24.00/month</td>
</tr>
<tr>
<td></td>
<td>3 cubic yard</td>
<td>$26.00/month</td>
<td>$26.00/month</td>
</tr>
<tr>
<td></td>
<td>4 cubic yard</td>
<td>$28.00/month</td>
<td>$28.00/month</td>
</tr>
<tr>
<td></td>
<td>6 cubic yard</td>
<td>$30.00/month</td>
<td>$30.00/month</td>
</tr>
<tr>
<td></td>
<td>8 cubic yard</td>
<td>$32.00/month</td>
<td>$32.00/month</td>
</tr>
<tr>
<td></td>
<td>Open Top Roll-off</td>
<td>$50.00/month</td>
<td>$50.00/month</td>
</tr>
</tbody>
</table>
## SOLID WASTE AUTHORITY of PALM BEACH COUNTY
### 2020/2021 Proposed Budget

**Schedule of All Authority Reserves**
*Projected at 9/30/20*

<table>
<thead>
<tr>
<th>Disposal Reserves</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Reserves</strong></td>
<td></td>
</tr>
<tr>
<td>Contingency Account</td>
<td>$ 485,997</td>
</tr>
<tr>
<td>Operating Reserve</td>
<td>$ 26,859,471</td>
</tr>
<tr>
<td>Total Operating Reserves</td>
<td>$ 27,345,468</td>
</tr>
<tr>
<td><strong>Debt Service Reserve</strong></td>
<td>$ 76,442,178</td>
</tr>
<tr>
<td><strong>General Reserve</strong></td>
<td>$ 88,297,666</td>
</tr>
<tr>
<td>Projected Available Balance @ 9/30/20</td>
<td></td>
</tr>
<tr>
<td><strong>Renewal &amp; Replacement Fund</strong></td>
<td></td>
</tr>
<tr>
<td>R&amp;R Requirement</td>
<td>$ 3,500,000</td>
</tr>
<tr>
<td>Budgeted Projects</td>
<td>$ 4,167,367</td>
</tr>
<tr>
<td>L/F Management Escrow</td>
<td>$ 38,607,191</td>
</tr>
<tr>
<td>Total R&amp;R Fund Reserves</td>
<td>$ 46,274,558</td>
</tr>
<tr>
<td><strong>Capital Improvement Fund</strong></td>
<td></td>
</tr>
<tr>
<td>Capital Improvement Requirement</td>
<td>$ 2,500,000</td>
</tr>
<tr>
<td>Budgeted Projects</td>
<td>$ 2,632,263</td>
</tr>
<tr>
<td>Total</td>
<td>$ 5,132,263</td>
</tr>
<tr>
<td><strong>All Reserves</strong></td>
<td>$ 243,492,132</td>
</tr>
<tr>
<td><strong>Recap</strong></td>
<td></td>
</tr>
<tr>
<td>Total Fixed Reserves</td>
<td>$ 116,101,278</td>
</tr>
<tr>
<td>Total Mandated Reserves</td>
<td>$ 38,607,191</td>
</tr>
<tr>
<td>Total Optional Reserves</td>
<td>$ 88,783,663</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 243,492,132</td>
</tr>
</tbody>
</table>

### Collection Reserves

<table>
<thead>
<tr>
<th>Mandatory Collection Reserve-Unincorporated Area</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Balance @ 9/30/20</td>
<td>$ 28,453,800</td>
</tr>
</tbody>
</table>

*See attached notes included with this schedule.*

*Note: Numbers may not add up due to rounding.*
NOTES

Note 1  The contingency account is established by the Board through the annual budget adoption process. Once approved, the Executive Director has been authorized to transfer these funds as needed with subsequent notification to the Board in the following quarterly report.

Note 2  These reserves are mandated by the Indenture of Trust and may only be used as prescribed therein. Further, any withdrawal from these funds must be replenished from the available monthly flow of funds.

Note 3  These funds are required to be set aside by the State of Florida and may only be used for landfill closure and the maintenance of closed landfills. Periodic deposits are made to this account in accordance with the rules promulgated by the State sufficient to provide the total funds when needed to close the active cells and to maintain the closed areas.

Note 4  Reserves referred to as "Fixed" are those which are required by the Indenture of Trust and are intended to be used to supplement a shortage of revenues primarily to cover necessary operating expenses and debt service. In the event of any draw against these funds they must be replenished with the next available revenues. The Fixed Reserves include:

- **Operating Reserve** – Must always equal 1/6th of the Operating Fund budget.

- **Debt Service Reserve** – Must always equal the average annual debt service of the outstanding bonds as determined at the most recent issuance.

- **R&R Requirement** – Must always equal $3,500,000 or such greater amount as may be required by the Consulting Engineer.

- **Capital Improvement Fund Requirement** – Must always equal $2,500,000 or such greater amount as may be required by the Consulting Engineer.

Note 5  The General Reserve is the depository for any annual disposal budget surplus and is prescribed for the use as a supplement if any of the other required funds become deficient. General Reserve Fund balances not needed for these purposes may be used to retire outstanding debt or for any other lawful purpose. The General Reserve has an estimated 9/30/2020 balance of $88,297,666.
NOTES

The use of the funds as revenue is limited by the debt service coverage requirement in Section 711-1 of the Indenture. This provision requires that current revenues, which do not include funds remained from prior years, be sufficient to cover all operating expenses and 110% of the then current debt service requirement. Effectively this eliminates the General Reserve as a funding source for operating purposes, which constitute more than 50% of the budget. Since the coverage requirement provides for sufficient revenues to cover 110% of the debt service, which total more than $71.9M, there are, at a minimum, current revenues equal to $18.0M (25% of debt service) available for budget needs. It has consistently been the recommendation of both staff and the Consulting Engineer that debt service coverage be set at no less than 115% providing a small cushion of $3.6M over the minimum requirement.

In this case, the coverage factor is 131% to provide for even more of a cushion.

Note 6

The Collection Reserve is the depository for any surplus funds collected though the assessment and franchise fees for the unincorporated area franchise collection program. These funds are recommended to be held in the reserve for unforeseen situations such as major storms or negotiated additional services. The minimum balance deemed appropriate for potential storm events has been set at $10M. The balance of any additional funds may be used for any lawful purpose benefiting the residential properties in the unincorporated area.
<table>
<thead>
<tr>
<th>Cost Center</th>
<th>Project Description</th>
<th>FY 2021 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>4061101</td>
<td>Asset Replacement Program</td>
<td>6,506,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 6,506,000</td>
</tr>
<tr>
<td>4064231</td>
<td>Replacement of Groundwater Monitoring Wells</td>
<td>15,000</td>
</tr>
<tr>
<td>PBREP ISW System Upgrade</td>
<td>620,000</td>
<td></td>
</tr>
<tr>
<td>PBREP Monitoring Well-1 Deep Injection Well System</td>
<td>285,010</td>
<td></td>
</tr>
<tr>
<td>Replacement of Industrial Supply Wells &amp; Equipment</td>
<td>479,292</td>
<td></td>
</tr>
<tr>
<td>WTE Ash Recycling &amp; Beneficial Use</td>
<td>36,500</td>
<td></td>
</tr>
<tr>
<td>Replacement of Sampling &amp; Monitoring Equipment</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Landfill Remediation Projects</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 1,485,802</td>
</tr>
<tr>
<td>4064261</td>
<td>Replace LF Cameras &amp; Security System</td>
<td>100,000</td>
</tr>
<tr>
<td>Replace HiHW Fire System</td>
<td>200,000</td>
<td></td>
</tr>
<tr>
<td>Replace Landfill Ops Fire Panel</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 350,000</td>
</tr>
<tr>
<td>4064272</td>
<td>SCTS Redesign/repair curbs &amp; Asphalt</td>
<td>200,000</td>
</tr>
<tr>
<td>WCTS rehab hoppers /curb stee/tunnels</td>
<td>1,050,000</td>
<td></td>
</tr>
<tr>
<td>Central County Transfer Station Rehab tunnel floors and drain system</td>
<td>750,000</td>
<td></td>
</tr>
<tr>
<td>Central County TS Debris Mgmt area improvements</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>Glades Regional TS Rehab tip floor/dividing wall</td>
<td>350,000</td>
<td></td>
</tr>
<tr>
<td>North County TS Electrical Switch gear replacement</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>Admin Bldg Create new office space</td>
<td>250,000</td>
<td></td>
</tr>
<tr>
<td>Site 7 Sign Replacement Project</td>
<td>175,000</td>
<td></td>
</tr>
<tr>
<td>Traffic Control Arm Gate at Veg area NCTS</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Traff Control Arm Gate at Veg area WCTS</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 3,125,000</td>
</tr>
<tr>
<td>4064274</td>
<td>Lantana Transfer Station Replace Skylights</td>
<td>11,000</td>
</tr>
<tr>
<td>CCTS: Recycle Building HVAC replace 2 split units.</td>
<td>45,000</td>
<td></td>
</tr>
<tr>
<td>CCTS: Replace 23 roof top exhaust fans over the tip floor.</td>
<td>140,000</td>
<td></td>
</tr>
<tr>
<td>Asphalt Repairs</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>Administration Building: Replace Chiller #2 110 ton unit</td>
<td>170,000</td>
<td></td>
</tr>
<tr>
<td>WCCTS: New LED 1000 watt highbay for Silver Star Building.</td>
<td>28,500</td>
<td></td>
</tr>
<tr>
<td>NCTS: Add one concrete roll off pad.</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Equipment Maint Svs: Repair metal on building soffits &amp; fascia.</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Equipment Maint Svs: Repaint the outside of the building.</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>Install BAS Control System at Various Facilities</td>
<td>125,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 894,500</td>
</tr>
<tr>
<td>4064275</td>
<td>RMPF Extraordinary Repair</td>
<td>150,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 150,000</td>
</tr>
<tr>
<td>4064871</td>
<td>Information Technology (Network Systems)</td>
<td>30,000</td>
</tr>
<tr>
<td>Replace File &amp; Print Servers</td>
<td>40,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 70,000</td>
</tr>
<tr>
<td>4065821</td>
<td>Landfill Escrow Requirement</td>
<td>500,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 500,000</td>
</tr>
<tr>
<td>4065854</td>
<td>ISW System Improvements</td>
<td>75,000</td>
</tr>
<tr>
<td>LFG Systems Expansion &amp; Maintenance</td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>Cost Center</td>
<td>Project Description</td>
<td>FY 2021 Budget</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td></td>
<td>SCADA System Upgrades</td>
<td>$175,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$350,000</td>
</tr>
<tr>
<td>FUND 406 TOTAL</td>
<td></td>
<td>$13,431,302</td>
</tr>
<tr>
<td>Cost Center</td>
<td>Project Description</td>
<td>FY 2021 Budget</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>4074211</td>
<td>Design &amp; Install Fume Extraction Booth</td>
<td>25,000</td>
</tr>
<tr>
<td></td>
<td>HHW Facility: Modifications &amp; Expansions</td>
<td>30,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 55,000</strong></td>
</tr>
<tr>
<td>4074231</td>
<td>Additional Groundwater Monitoring Wells &amp; Equip</td>
<td>10,000</td>
</tr>
<tr>
<td></td>
<td>Additional Industrial Supply Wells &amp; Equipment</td>
<td>96,346</td>
</tr>
<tr>
<td></td>
<td>New Deep Injection Well</td>
<td>3,000,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 3,106,346</strong></td>
</tr>
<tr>
<td>4074261</td>
<td>Security Improvements - Risk Management</td>
<td>500,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 500,000</strong></td>
</tr>
<tr>
<td>4074273</td>
<td>Flame/Smoke Detection Monitoring System and Remote (cannons)</td>
<td>768,200</td>
</tr>
<tr>
<td></td>
<td>Remote Camera w/DVR at REF #1’s Tipping Floor Entrance Ramp</td>
<td>28,750</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 796,950</strong></td>
</tr>
<tr>
<td>4074274</td>
<td>Caterpillar &amp; Excavator &amp; Trailer</td>
<td>58,886</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 58,886</strong></td>
</tr>
<tr>
<td>4074278</td>
<td>PBREF#2 Fire Protection System</td>
<td>640,550</td>
</tr>
<tr>
<td></td>
<td>Ash Conditioning (fly ash)</td>
<td>75,000</td>
</tr>
<tr>
<td></td>
<td>Metals Recovery Improvement</td>
<td>225,000</td>
</tr>
<tr>
<td></td>
<td>Tipping Floor Stairs From Bypass Road</td>
<td>150,000</td>
</tr>
<tr>
<td></td>
<td>Elevator Ground Floor Safety Exit</td>
<td>195,500</td>
</tr>
<tr>
<td></td>
<td>Remote EDS Monitoring Function</td>
<td>45,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 1,331,050</strong></td>
</tr>
<tr>
<td>4074863</td>
<td>Public Affairs and Recycling Box Truck for Events</td>
<td>70,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 70,000</strong></td>
</tr>
<tr>
<td>4074871</td>
<td>Develop Network Security Controls</td>
<td>8,000</td>
</tr>
<tr>
<td></td>
<td>Electronic Document Management</td>
<td>30,000</td>
</tr>
<tr>
<td></td>
<td>Network Security Controls</td>
<td>15,000</td>
</tr>
<tr>
<td></td>
<td>New Digital White Board</td>
<td>15,000</td>
</tr>
<tr>
<td></td>
<td>Network Intrusion Detection System</td>
<td>34,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 102,000</strong></td>
</tr>
<tr>
<td>4075814</td>
<td>MadVac Trailer Mounted litter vacuum</td>
<td>25,000</td>
</tr>
<tr>
<td></td>
<td>Granular Fertilizer Spreader</td>
<td>15,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 40,000</strong></td>
</tr>
<tr>
<td>4075871</td>
<td>Fleet Maintenance - Additional trucks and trailers</td>
<td>820,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 820,000</strong></td>
</tr>
<tr>
<td><strong>FUND 407 TOTAL</strong></td>
<td></td>
<td><strong>$ 6,880,232</strong></td>
</tr>
</tbody>
</table>

Note: Numbers may not add up due to rounding.
# SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
## Mandatory Collection - Service Area Franchisee & Assessment Rates
### 2021

<table>
<thead>
<tr>
<th>Service Area Franchisee &gt;&gt;</th>
<th>Waste Pro</th>
<th>Advanced</th>
<th>FCC</th>
<th>FCC</th>
<th>WM</th>
<th>GCI</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Units</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curbside Units</td>
<td>46,581</td>
<td>32,396</td>
<td>61,064</td>
<td>46,888</td>
<td>1,278</td>
<td>14,857</td>
<td>203,064</td>
</tr>
<tr>
<td>Container Units</td>
<td>23,985</td>
<td>9,056</td>
<td>16,555</td>
<td>30,087</td>
<td>752</td>
<td>5,870</td>
<td>86,305</td>
</tr>
<tr>
<td><strong>Total Units</strong></td>
<td>70,566</td>
<td>41,452</td>
<td>77,619</td>
<td>76,975</td>
<td>2,030</td>
<td>20,727</td>
<td>289,369</td>
</tr>
<tr>
<td><strong>RRI Factor</strong></td>
<td>2.11%</td>
<td>2.11%</td>
<td>2.11%</td>
<td>2.11%</td>
<td>2.11%</td>
<td>2.11%</td>
<td></td>
</tr>
</tbody>
</table>

### 2020 Hauler Rates*

<table>
<thead>
<tr>
<th></th>
<th>Waste Pro</th>
<th>Advanced</th>
<th>FCC</th>
<th>FCC</th>
<th>WM</th>
<th>GCI</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage/Trash</td>
<td>7.74</td>
<td>9.60</td>
<td>6.02</td>
<td>5.58</td>
<td>13.80</td>
<td>6.99</td>
<td></td>
</tr>
<tr>
<td>Vegetation</td>
<td>5.43</td>
<td>8.21</td>
<td>1.85</td>
<td>2.32</td>
<td>6.39</td>
<td>4.66</td>
<td></td>
</tr>
<tr>
<td>Recycling</td>
<td>3.46</td>
<td>3.76</td>
<td>2.82</td>
<td>2.98</td>
<td>5.89</td>
<td>4.46</td>
<td></td>
</tr>
</tbody>
</table>

### 2021 Hauler Rates

<table>
<thead>
<tr>
<th></th>
<th>Waste Pro</th>
<th>Advanced</th>
<th>FCC</th>
<th>FCC</th>
<th>WM</th>
<th>GCI</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage/Trash</td>
<td>7.90</td>
<td>9.80</td>
<td>6.15</td>
<td>5.70</td>
<td>14.09</td>
<td>7.14</td>
<td></td>
</tr>
<tr>
<td>Vegetation</td>
<td>5.54</td>
<td>8.38</td>
<td>1.89</td>
<td>2.37</td>
<td>6.52</td>
<td>4.76</td>
<td></td>
</tr>
<tr>
<td>Recycling</td>
<td>3.53</td>
<td>3.84</td>
<td>2.88</td>
<td>3.04</td>
<td>6.02</td>
<td>4.55</td>
<td></td>
</tr>
<tr>
<td><strong>Total Hauler Rates</strong></td>
<td>16.98</td>
<td>22.03</td>
<td>10.92</td>
<td>11.11</td>
<td>26.64</td>
<td>18.45</td>
<td></td>
</tr>
<tr>
<td>Cart Maintenance Fee</td>
<td>2.10</td>
<td>2.10</td>
<td>2.10</td>
<td>2.10</td>
<td>2.10</td>
<td>2.19</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td></td>
</tr>
<tr>
<td><strong>Month Total</strong></td>
<td>19.78</td>
<td>24.83</td>
<td>13.72</td>
<td>13.91</td>
<td>27.34</td>
<td>19.25</td>
<td></td>
</tr>
<tr>
<td><strong>Fund Balance Appropriation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net Month Total</strong></td>
<td>19.78</td>
<td>24.83</td>
<td>13.72</td>
<td>13.91</td>
<td>27.34</td>
<td>19.25</td>
<td></td>
</tr>
<tr>
<td><strong>Year Total</strong></td>
<td>237.37</td>
<td>297.90</td>
<td>164.59</td>
<td>168.91</td>
<td>328.04</td>
<td>231.00</td>
<td></td>
</tr>
<tr>
<td><strong>Assessment Amount (1.04%)</strong></td>
<td>$2,471</td>
<td>$310</td>
<td>$171</td>
<td>$174</td>
<td>$341</td>
<td>$240</td>
<td></td>
</tr>
<tr>
<td><strong>Breakdown</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garbage/Trash/Vegetation</td>
<td>$168</td>
<td>$227</td>
<td>$100</td>
<td>$101</td>
<td>$257</td>
<td>$148</td>
<td></td>
</tr>
<tr>
<td>Recycling</td>
<td>$79</td>
<td>$83</td>
<td>$71</td>
<td>$73</td>
<td>$84</td>
<td>$92</td>
<td></td>
</tr>
<tr>
<td><strong>Total FY2021 Curbside Rates:</strong></td>
<td><strong>$2,471</strong></td>
<td><strong>$310</strong></td>
<td><strong>$171</strong></td>
<td><strong>$174</strong></td>
<td><strong>$341</strong></td>
<td><strong>$240</strong></td>
<td></td>
</tr>
</tbody>
</table>

### 2020 Hauler Rates*

<table>
<thead>
<tr>
<th></th>
<th>Waste Pro</th>
<th>Advanced</th>
<th>FCC</th>
<th>FCC</th>
<th>WM</th>
<th>GCI</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage/Trash</td>
<td>6.31</td>
<td>5.65</td>
<td>3.40</td>
<td>3.82</td>
<td>13.80</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td>Recycling</td>
<td>3.16</td>
<td>2.19</td>
<td>2.53</td>
<td>2.03</td>
<td>5.89</td>
<td>2.72</td>
<td></td>
</tr>
</tbody>
</table>

### 2021 Hauler Rates

<table>
<thead>
<tr>
<th></th>
<th>Waste Pro</th>
<th>Advanced</th>
<th>FCC</th>
<th>FCC</th>
<th>WM</th>
<th>GCI</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage/Trash</td>
<td>6.44</td>
<td>5.77</td>
<td>3.47</td>
<td>3.90</td>
<td>14.09</td>
<td>5.11</td>
<td></td>
</tr>
<tr>
<td>Recycling</td>
<td>3.23</td>
<td>2.24</td>
<td>2.58</td>
<td>2.07</td>
<td>6.02</td>
<td>2.78</td>
<td></td>
</tr>
<tr>
<td><strong>Total Hauler Rates</strong></td>
<td>9.67</td>
<td>8.01</td>
<td>6.06</td>
<td>5.97</td>
<td>20.11</td>
<td>7.88</td>
<td></td>
</tr>
<tr>
<td>Bin Replacement</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td>0.70</td>
<td></td>
</tr>
<tr>
<td><strong>Month Total</strong></td>
<td>10.37</td>
<td>8.71</td>
<td>6.76</td>
<td>6.67</td>
<td>20.81</td>
<td>8.58</td>
<td></td>
</tr>
<tr>
<td><strong>Fund Balance Appropriation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net Month Total</strong></td>
<td>10.37</td>
<td>8.71</td>
<td>6.76</td>
<td>6.67</td>
<td>20.81</td>
<td>8.58</td>
<td></td>
</tr>
<tr>
<td><strong>Year Total</strong></td>
<td>124.44</td>
<td>104.47</td>
<td>81.06</td>
<td>80.08</td>
<td>249.70</td>
<td>102.99</td>
<td></td>
</tr>
<tr>
<td><strong>Assessment Amount (1.04%)</strong></td>
<td>$129</td>
<td>$109</td>
<td>$84</td>
<td>$83</td>
<td>$260</td>
<td>$107</td>
<td></td>
</tr>
<tr>
<td><strong>Breakdown</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garbage/Trash</td>
<td>$80</td>
<td>$72</td>
<td>$43</td>
<td>$49</td>
<td>$176</td>
<td>$64</td>
<td></td>
</tr>
<tr>
<td>Recycling</td>
<td>$49</td>
<td>$37</td>
<td>$41</td>
<td>$35</td>
<td>$84</td>
<td>$43</td>
<td></td>
</tr>
<tr>
<td><strong>Total FY2021 Container Rates:</strong></td>
<td><strong>$129</strong></td>
<td><strong>$109</strong></td>
<td><strong>$84</strong></td>
<td><strong>$83</strong></td>
<td><strong>$260</strong></td>
<td><strong>$107</strong></td>
<td></td>
</tr>
</tbody>
</table>

5/18/20204 28 PM
# SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

## Mandatory Collection - Service Area Franchisee & Assessment Rates

**2021**

<table>
<thead>
<tr>
<th>Service Area Franchisee</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Hauler Rates*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost per cubic yard</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Container</td>
<td>3.52</td>
<td>3.52</td>
<td>3.52</td>
<td>3.52</td>
<td>4.08</td>
<td>3.52</td>
<td></td>
</tr>
<tr>
<td>Compactor (0-12 cu yds)</td>
<td>4.40</td>
<td>4.40</td>
<td>4.40</td>
<td>4.40</td>
<td>5.10</td>
<td>4.40</td>
<td></td>
</tr>
<tr>
<td>Cost per pull</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compactor (12+ cu yds)</td>
<td>208.08</td>
<td>208.08</td>
<td>208.08</td>
<td>208.08</td>
<td>276.35</td>
<td>208.08</td>
<td></td>
</tr>
<tr>
<td>Roll-offs **</td>
<td>173.40</td>
<td>173.40</td>
<td>173.40</td>
<td>173.40</td>
<td>252.91</td>
<td>173.40</td>
<td></td>
</tr>
<tr>
<td>Cost per month</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small generator</td>
<td>31.85</td>
<td>31.85</td>
<td>31.85</td>
<td>31.85</td>
<td>39.23</td>
<td>31.85</td>
<td></td>
</tr>
</tbody>
</table>

| 2021 Hauler Rates      |    |    |    |    |    |    |         |
| Cost per cubic yard    |    |    |    |    |    |    |         |
| Container              | 3.52 | 3.52 | 3.52 | 3.52 | 4.16 | 3.59 |         |
| Compactor (0-12 cu yds)| 4.40 | 4.40 | 4.40 | 4.40 | 5.21 | 4.49 |         |
| Cost per pull          |    |    |    |    |    |    |         |
| Compactor (12+ cu yds) | 208.08 | 208.08 | 208.08 | 208.08 | 282.18 | 212.47 |         |
| Roll-offs **           | 173.40 | 173.40 | 173.40 | 173.40 | 258.25 | 177.06 |         |
| Cost per month         |    |    |    |    |    |    |         |
| Small generator        | 31.85 | 31.85 | 31.85 | 31.85 | 40.06 | 32.52 |         |

**This refers to open top roll-off containers used for non-putrescible waste instead of smaller containers serviced by front end loading compactor trucks. It does not include temporary service for construction or demolition needs.**

**Note:** Numbers may not add up due to rounding.

---

5/18/2020 4:28 PM
### SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
### PROPOSED FY 2021 BUDGET
### FUND 415 MANDATORY COLLECTION

<table>
<thead>
<tr>
<th>Service Area Franchisee</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Curbside Units</td>
<td>46,581</td>
<td>32,396</td>
<td>61,064</td>
<td>46,888</td>
<td>1,278</td>
<td>14,857</td>
<td>203,064</td>
</tr>
<tr>
<td>Container Units</td>
<td>23,985</td>
<td>9,056</td>
<td>16,555</td>
<td>39,087</td>
<td>752</td>
<td>5,870</td>
<td>86,305</td>
</tr>
<tr>
<td>Total Units</td>
<td>70,566</td>
<td>41,452</td>
<td>77,619</td>
<td>85,975</td>
<td>2,030</td>
<td>20,727</td>
<td>289,369</td>
</tr>
<tr>
<td>Est. Res/Comm1. Revenue</td>
<td>$14,964,850</td>
<td>$9,900,189</td>
<td>$10,655,838</td>
<td>$9,536,302</td>
<td>$500,000</td>
<td>$3,826,721</td>
<td></td>
</tr>
</tbody>
</table>

### Gross Assessment Rates

<table>
<thead>
<tr>
<th></th>
<th>Curbside Rate</th>
<th>Container Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$247</td>
<td>$109</td>
</tr>
</tbody>
</table>

### FUNDS AVAILABLE

<table>
<thead>
<tr>
<th>Assessment Revenue</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Curbside Gross</td>
<td>$11,499,244</td>
<td>$10,036,850</td>
<td>$10,452,336</td>
<td>$6,139,354</td>
<td>$436,004</td>
<td>$3,569,231</td>
</tr>
<tr>
<td>Curbside Net</td>
<td>11,056,965</td>
<td>9,660,818</td>
<td>10,050,323</td>
<td>7,626,302</td>
<td>419,235</td>
<td>3,431,953</td>
</tr>
<tr>
<td>Container Gross</td>
<td>3,104,026</td>
<td>983,877</td>
<td>1,395,652</td>
<td>2,505,780</td>
<td>195,286</td>
<td>628,762</td>
</tr>
<tr>
<td>Container Net</td>
<td>2,953,441</td>
<td>946,036</td>
<td>1,341,973</td>
<td>2,409,404</td>
<td>187,777</td>
<td>604,579</td>
</tr>
<tr>
<td>Total Gross</td>
<td>14,603,270</td>
<td>11,020,728</td>
<td>11,847,987</td>
<td>10,645,134</td>
<td>631,292</td>
<td>4,197,993</td>
</tr>
<tr>
<td>Total Net</td>
<td>14,041,606</td>
<td>10,596,854</td>
<td>11,392,295</td>
<td>10,235,706</td>
<td>607,012</td>
<td>4,036,532</td>
</tr>
<tr>
<td>CO Billing receipts</td>
<td>29,821</td>
<td>20,740</td>
<td>39,093</td>
<td>30,017</td>
<td>818</td>
<td>9,511</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>448,945</td>
<td>297,006</td>
<td>319,675</td>
<td>266,089</td>
<td>15,000</td>
<td>114,802</td>
</tr>
<tr>
<td>TOTAL FUNDS AVAILABLE</td>
<td>$14,520,372</td>
<td>$10,914,599</td>
<td>$11,751,083</td>
<td>$10,551,812</td>
<td>$622,830</td>
<td>$4,160,845</td>
</tr>
</tbody>
</table>

### EXPENDITURES

<table>
<thead>
<tr>
<th>Hauler Payments</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Garbage/Trash/Veg</td>
<td>$9,371,457</td>
<td>$7,696,715</td>
<td>$6,578,261</td>
<td>$5,947,080</td>
<td>$443,355</td>
<td>$2,480,465</td>
</tr>
<tr>
<td>Recycling</td>
<td>2,903,553</td>
<td>1,735,563</td>
<td>2,623,222</td>
<td>2,460,477</td>
<td>148,605</td>
<td>1,007,564</td>
</tr>
<tr>
<td>Cart Maintenance Fees</td>
<td>1,173,841</td>
<td>816,379</td>
<td>1,538,813</td>
<td>1,161,576</td>
<td>0</td>
<td>374,396</td>
</tr>
<tr>
<td>CO Billing receipts</td>
<td>29,821</td>
<td>20,740</td>
<td>39,093</td>
<td>30,017</td>
<td>818</td>
<td>9,511</td>
</tr>
<tr>
<td>Total Hauler Payments</td>
<td>$13,478,672</td>
<td>$10,269,396</td>
<td>$10,779,389</td>
<td>$9,619,133</td>
<td>$590,776</td>
<td>$3,871,936</td>
</tr>
</tbody>
</table>

### SWA Funds

| Administration Overhead | 592,754 | 348,197 | 652,000 | 646,500 | 17,052 | 174,107 | 2,430,700 |
| TOTAL EXPENDITURES      | $14,071,427 | $10,617,593 | $11,431,388 | $10,285,723 | $607,830 | $4,074,043 | $51,046,004 |
| Fund Bal. Increase/(Decrease) | 448,945 | 297,006 | 319,675 | 266,089 | 15,000 | 114,802 | 1,481,517 |
| TOTAL BUDGET (Including Reserve) | $14,520,372 | $10,914,599 | $11,751,083 | $10,551,812 | $622,830 | $4,160,845 | $52,211,521 |

Note: Numbers may not add up due to rounding.
May 11, 2020

MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair
and Solid Waste Authority Board Members

SUBJECT: Keep Palm Beach County Beautiful – Request for Additional Funding

RECOMMENDATION: Authorize Executive Director to allocate additional funds to assist Keep Palm Beach County Beautiful to withstand impacts from COVID-19 crisis.

BACKGROUND:

Keep Palm Beach County Beautiful, Inc. (KPBCB) is the local non-profit affiliate of Keep America Beautiful. Its mission is to improve the quality of life in Palm Beach County through litter prevention education, beautification efforts and environmental stewardship. In addition to its own programs, KPBCB also promotes the Authority’s community services anti-litter program Adopt-A-Spot.

In the final year of its current three-year agreement, KPBCB has been significantly impacted by the COVID-19 pandemic. KPBCB cancelled one of its major yearly events, the Great American Cleanup resulting in a loss of sponsorships combined with not knowing when future events and activities will be able to resume. As a result of COVID-19, KPBCB anticipates a shortfall of $30k in revenue for the remainder of this fiscal year and requests funds in this amount to withstand the challenging economic times to continue its mission for Palm Beach County.

Funds in the requested amount of $30k are available in the Customer Information Services budget, where disbursal of the current $140k contract amount is funded.

BUDGET IMPACT: Sufficient funds available in the 2019/2020 budget.
ATTACHMENTS:  Letter from KPBCB

REVIEWS:

Director: ______________, Date: 5/7/2020

Director of Contract Compliance: ______________, Date: 5/11/2020

Chief Officer: ______________, Date: ________

Chief Finance Officer (as required) ______________, Date: 5/12/2020

Legal Counsel: (as required) /s/ Howard Falcon, Date: 5/21/2020

Executive Director: ______________, Date: 5/19/2020
April 13, 2020

Mr. Dan Pellowitz
Executive Director
Solid Waste Authority of Palm Beach County
7501 N. Jog Road
West Palm Beach, FL 33412

Dear Mr. Pellowitz:

As with many non-profits and small businesses, the COVID-19 pandemic has impacted Keep Palm Beach County Beautiful (KPBCB) and our operations. We had to cancel one of our major events of the year, the Great American Cleanup and future events and activities are uncertain in the immediate foreseeable future. I anticipate a revenue shortage of $30,000 for this fiscal year as a result.

At this time, I respectfully request that the Solid Waste Authority give consideration to a $30,000 grant to help KPBCB with this fiscal year’s budget shortfall. In addition, consideration of raising our yearly grant from $140,000 to $180,000 for the next 3-year grant agreement cycle will help us weather the challenging economic times and rising costs that I anticipate.

I believe that we have a successful partnership for the benefit of the County and its citizens that I hope can continue. Please know that I am doing everything I can to continue operations and communications, including currently engaging with SWA staff to promote both our missions.

On behalf of myself and the KPBCB Board, I appreciate the consideration of this additional funding.

Sincerely,

[Signature]

Lourdes Ferris
Executive Director

c: Dale Barnhart, President
MEMORANDUM

TO: Vice Mayor Robert S. Weinroth, Chair
and Solid Waste Authority Board Members

SUBJECT: Proposed Defeasance of Authority's Revenue Refunding Bonds,
Federally Taxable Series 2017 maturing on October 1, 2021

RECOMMENDATION: Adopt Resolution 2020-01 authorizing the Proposed Defeasance of
the Authority's Revenue Refunding Bonds, Federally Taxable
Series 2017 maturing on October 1, 2021.

BACKGROUND:

Staff is seeking authorization to defease all or a portion of the Authority's Revenue Refunding
Bonds, Federally Taxable Series 2017 (the “2017 Bonds”) maturing on October 1, 2021 using
available funds in the General Reserve Fund. The objective of the defeasance would be to
provide rate relief in the FY 2021 budget through reduced debt service flows in FY 2021. It
would also improve debt service coverage. With the uncertainty related to the lingering effects
of the COVID-19 response, particularly the potential for reduced commercial tipping fee
revenue, this would provide significant budget flexibility including increased contingency
funding as the Authority moves to the final adoption and approval of the FY 2021 budget in
August.

The estimated “free-and-clear” General Reserve balance at year-end is as follows:

<table>
<thead>
<tr>
<th>General Reserve Balance</th>
<th>$116,072,904</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Required per Board Policy</td>
<td>25,548,095</td>
</tr>
<tr>
<td>REF #1 Renewal and Replacement</td>
<td>14,500,000</td>
</tr>
<tr>
<td>Free and Clear Balance</td>
<td>76,024,809</td>
</tr>
</tbody>
</table>

Practically, the General Reserve can only be used to retire debt or fund capital projects.
Leveraging the Authority’s reserves for this purpose at this time is in Staff’s opinion prudent.
The remaining General Reserve balance will exceed that required by Board policy. For your
information, attached please find a history of General Reserve balance.

The attached Resolution delegates authority to the Executive Director and Chief Financial
Officer upon advice of the Authority’s Financial Advisor to select the portion of the 2017 Bonds
maturing on October 1, 2021 for defeasance (the “Defeased Bonds”) in order to achieve
defeasance and produce reduced debt service for the Authority’s outstanding indebtedness.
Additionally, under the Resolution, not to exceed $25,000,000 of General Reserve Fund moneys are authorized and approved for such defeasance. See the attached memorandum and recommendation from the Authority's Financial Advisor.

The Resolution also approves the form and authorizes the execution of an Escrow Deposit Agreement with the Bond Trustee. It also authorizes the purchase of US government securities with the General Reserve Fund moneys to be held in the escrow to provide payment of principal of and interest on the Deceased Bonds through the October 1, 2021 maturity date; and, directs the Chair, Vice Chair, Secretary, Chief Financial Officer and Executive Director and other proper officials of the Authority to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Resolution.

BUDGET IMPACT: The Resolution authorizes the Authority to apply up to $25,000,000 of moneys in the General Reserve Fund to effect the defeasance of the Deceased Bonds, providing rate relief and improved debt service coverage in the FY 2021 budget.

ATTACHMENTS: 1) DRAFT Series 2020 Delegated Defeasance Authorizing Resolution 2020-01
2) DRAFT 2020 SWA Escrow Deposit Agreement

REVIEW:
Director: __________________________, Date: __________
Director of Contract Compliance: __________________________, Date: __________
Chief Officer: __________________________, Date: __________
Chief Finance Officer: __________________________, Date: __________
Legal Counsel: __________________________, Date: __________
Executive Director: __________________________, Date: __________
### Historical Fund Balance - General Reserve

<table>
<thead>
<tr>
<th>Year</th>
<th>Balance</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>48,643,365</td>
<td></td>
</tr>
<tr>
<td>2007</td>
<td>49,672,555</td>
<td>2%</td>
</tr>
<tr>
<td>2008</td>
<td>42,709,062</td>
<td>-14%</td>
</tr>
<tr>
<td>2009</td>
<td>57,617,906</td>
<td>35%</td>
</tr>
<tr>
<td>2010</td>
<td>88,028,573</td>
<td>53%</td>
</tr>
<tr>
<td>2011</td>
<td>71,151,411</td>
<td>-19%</td>
</tr>
<tr>
<td>2012</td>
<td>85,389,849</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>96,049,422</td>
<td>12%</td>
</tr>
<tr>
<td>2014</td>
<td>109,204,590</td>
<td>14%</td>
</tr>
<tr>
<td>2015</td>
<td>109,867,282</td>
<td>1%</td>
</tr>
<tr>
<td>2016</td>
<td>65,647,687</td>
<td>-40%</td>
</tr>
<tr>
<td>2017</td>
<td>93,100,624</td>
<td>42%</td>
</tr>
<tr>
<td>2018</td>
<td>106,996,223</td>
<td>15%</td>
</tr>
<tr>
<td>2019</td>
<td>116,171,063</td>
<td>9%</td>
</tr>
<tr>
<td>2020</td>
<td>91,072,904</td>
<td>-22%</td>
</tr>
</tbody>
</table>

(40,470,591) 1998A Defeasance
(3,500,000) REF#1 Generator
(56,000,000) Defeasance 2009/2011 (partial)
(25,000,000) Defeasance 2017 (10/1/2021 Maturity)

---

### Historical General Reserve Balance as of 9/30

![Graph showing historical balance from 2007 to 2020](image-url)
RESOLUTION NO. 2020-01

A RESOLUTION OF THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY ("AUTHORITY"); (I) AUTHORIZING THE DEFEASANCE OF ALL OR A PORTION OF THE AUTHORITY’S REFUNDING REVENUE BONDS, FEDERALLY TAXABLE SERIES 2017 MATURING ON OCTOBER 1, 2021 AS DETERMINED BY THE AUTHORITY’S EXECUTIVE DIRECTOR AND CHIEF FINANCIAL OFFICER AS AUTHORIZED IN THIS RESOLUTION (THE “DEFEASED BONDS”); (II) APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT IN CONNECTION WITH THE DEFEASANCE OF THE DEFEASED BONDS; (III) AUTHORIZING THE PROPER OFFICERS OF THE AUTHORITY TO DO ALL ACTS NECESSARY AND PROPER FOR CARRYING OUT THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; (IV) PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS OR PROCEEDINGS; AND (V) PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Solid Waste Authority of Palm Beach County (the "Authority") is authorized to issue its bonds and notes pursuant to the provisions of Chapter 2001-331, Laws of Florida, Special Acts of 2001, and other applicable provisions of law (collectively, the "Act"); and

WHEREAS, pursuant to that certain Indenture of Trust dated as of December 1, 1984 (the "Original Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, National Association (appointed as successor trustee), as trustee (the "Trustee"), as heretofore amended and supplemented (the "Indenture") and the Act, the Authority may issue bonds for the acquisition, construction and equipping of additions, extensions, improvements and betterments to the Authority's Solid Waste System; and

WHEREAS, pursuant to the Indenture and the Twenty-First Supplemental Indenture of Trust dated as of August 1, 2017, by and between the Authority and the Trustee, the Authority issued its Refunding Revenue Bonds, Federally Taxable Series 2017 (the “2017 Bonds”); and

WHEREAS, the Governing Board has determined it to be in the best interest of the Authority to authorize the defeasance of all or a portion of the 2017 Bonds maturing on October 1, 2021 in accordance with the parameters set forth herein as finally determined by the Executive Director and Chief Financial Officer of the Authority as authorized in this resolution (the “Defeased Bonds”); and

WHEREAS, there has been prepared and submitted to the Authority a form of escrow deposit agreement (the “Escrow Deposit Agreement”) attached hereto as Exhibit A to effect the defeasance of the Defeased Bonds.
NOW, THEREFORE, BE IT RESOLVED BY THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY THAT:

SECTION 1. Definitions. All capitalized terms used in this Resolution not otherwise herein defined shall have the meanings ascribed to such terms in the Indenture.

SECTION 2. Defeasance and Redemption Authorized. At this time, the defeasance of all or a portion of the 2017 Bonds maturing on October 1, 2021 is hereby authorized and approved. The Executive Director and Chief Financial Officer upon advice of the Authority’s Financial Advisor are hereby authorized and directed to select such portion of the 2017 Bonds maturing on October 1, 2021 for defeasance (the “Defeased Bonds”) in order to achieve defeasance and result in orderly debt service of the Authority’s outstanding indebtedness. Not to exceed $25,000,000 of moneys of the Authority legally available for defeasance of the Defeased Bonds are hereby authorized and approved for such purpose.

SECTION 3. The Escrow Deposit Agreement. In connection with the defeasance of the Defeased Bonds, the Escrow Deposit Agreement by and between the Authority and the Trustee in substantially the form submitted to this meeting, be and the same hereby is approved, and the Chair or the Vice Chair of the Authority is hereby authorized and directed to execute, and the Secretary or the Executive Director of the Authority to attest, the Escrow Deposit Agreement and to deliver the same to the Trustee, substantially in the form presented to this meeting, but with such changes, insertions and omissions as shall be approved by the Chair or Vice Chair (such approval to be conclusively evidenced by the execution and delivery thereof) with such selection of the Defeased Bonds as determined in Section 2, and the Secretary or the Executive Director is hereby authorized and directed to affix and attest the seal of the Authority thereto.

SECTION 4. Escrow Securities. The Chair, the Vice Chair, the Executive Director and the Chief Financial Officer of the Authority be, and each of them, or any member or attorney of Locke Lord LLP, the Authority’s Financial Advisor, or the Trustee, be and the same and each are hereby authorized on behalf of the Authority to cause the purchase of U.S. Obligations (as defined in the Escrow Deposit Agreement) in such amounts, maturing at such times and bearing such rates of interest as shall be necessary (taking into account any moneys or other securities deposited with the Trustee at the same time for such purpose) to pay the principal of, maturity amount and accrued interest on the Defeased Bonds in accordance with the provisions of the Escrow Deposit Agreement; and to take such other actions as such person may deem necessary or appropriate to effectuate the purchase of said securities, including, but not limited to, retaining a bidding agent and/or investment advisor to assist the Authority in the acquisition of such U.S. Obligations. All actions taken prior to date of the adoption of this Resolution in connection with the purchase of U.S. Obligations is hereby ratified and confirmed.

SECTION 5. Further Authorization. The Chair, Vice Chair, Secretary, Chief Financial Officer and Executive Director, and other proper officers of the Authority, are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.
SECTION 6. Repeal. All resolutions or proceedings, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

The foregoing resolution was offered by __________________, who moved its adoption. The motion was seconded by __________________, and upon being put to a vote, the vote was as follows:

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>VOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROBERT S. WEINROTH</td>
<td></td>
</tr>
<tr>
<td>GREGG WEISS</td>
<td></td>
</tr>
<tr>
<td>MACK BERNARD</td>
<td></td>
</tr>
<tr>
<td>HAL R. VALECHE</td>
<td></td>
</tr>
<tr>
<td>DAVE M. KERNER</td>
<td></td>
</tr>
<tr>
<td>MARY LOU BERGER</td>
<td></td>
</tr>
<tr>
<td>MELISSA McKinlay</td>
<td></td>
</tr>
</tbody>
</table>

The Chair thereupon declared the resolution duly passed and adopted this ___ day of ____________, 2020.

Vice Mayor Robert S. Weinroth, Chair
Solid Waste Authority of Palm Beach County

ATTEST:

Mack Bernard, Secretary
Solid Waste Authority of Palm Beach County
EXHIBIT A

ESCROW DEPOSIT AGREEMENT
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

ESCROW DEPOSIT AGREEMENT

Dated as of July 1, 2020
ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT made and entered into as of the 1st day of July, 2020, by and between the Solid Waste Authority of Palm Beach County (the “Authority”), a dependent special district created and existing under and by virtue of the laws of the State of Florida, and its successors and assigns and The Bank of New York Mellon Trust Company, National Association, a national banking association duly incorporated and existing under the laws of the United States, and its successors and assigns, as Trustee (the “Trustee”):

WITNESETH:

WHEREAS, the Authority has heretofore issued and there are now outstanding the Defeased Bonds (as hereinafter defined) under and pursuant to the Indenture (as hereinafter defined); and

WHEREAS, the Defeased Bonds are to be defeased with certain available moneys of the Authority; and

WHEREAS, pursuant to Section 1201 of the Indenture as herein defined, all covenants, agreements and other obligations of the Authority to the holders of the Defeased Bonds cease, terminate and become void and are discharged and satisfied by: (a) providing the Trustee or the Bond Registrar (as defined herein) irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in the Indenture notice of redemption, if applicable, of such Defeased Bonds on said date; (b) depositing with the Trustee either moneys or direct obligations of, or obligations unconditionally guaranteed by the United States of America, the principal and interest on which, when due, will provide moneys which, together with the other available moneys deposited with such Trustee at the same time, shall be sufficient to pay when due the principal and interest due and to become due on said Defeased Bonds; and (c) providing the Trustee or the Bond Registrar, in form satisfactory to it, irrevocable instructions to mail, postage prepaid, to each registered owner of the Defeased Bonds then outstanding at its address, if any, appearing upon the registry books of the Authority, a notice to the registered owners of such Defeased Bonds and to the Bond Owners of such Defeased Bonds and to the Bond Registrar that the deposit required by (b) above has been made with the Trustee and that said Defeased Bonds are deemed to have been paid in accordance with Section 1201 of the Indenture and stating such maturity upon which moneys are to be available for the payment of the principal of the Defeased Bonds; and

WHEREAS, in order to provide for the payment of principal of, interest on the Defeased Bonds by the proper and timely deposit and application of the moneys and obligations (including investment income and earnings derived therefrom) required for payment of the Defeased Bonds and to furnish irrevocable instructions therefor, it is necessary to enter into this Escrow Deposit Agreement and to enter into certain covenants for the benefit of the holders from time to time of the Defeased Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:
DEFINITIONS

In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agreement" shall mean this Escrow Deposit Agreement, dated as of July 1, 2020, by and between the Authority and the Trustee.

"Authority" shall mean the Solid Waste Authority of Palm Beach County, a dependent special district created and existing under and by virtue of the laws of the State of Florida.


"Deceased Bonds" shall mean the [portions of] the Authority’s Refunding Revenue Bonds, Federally Taxable Series 2017 maturing on October 1, 2021 as described in Schedule A-1 hereto.

"Indenture" means the Indenture of Trust, dated as of December 1, 1984, between the Authority and First American Bank and Trust, Palm Beach County, Florida (to which The Bank of New York Mellon Trust Company, National Association has been appointed successor trustee) as trustee, as heretofore amended and supplemented.


"Trustee" shall mean The Bank of New York Mellon Trust Company, National Association being duly qualified to accept and administer the trusts hereby created, and its successors in trust.

"U. S. Obligations" shall mean direct non-callable, non-prepayable obligations of, or direct non-callable, non-prepayable obligations unconditionally guaranteed as to full and timely payment by, the United States of America which are not subject to redemption prior to their maturity other than at the option of the holder thereof and maturing not later than such date or dates on which such monies will be needed to pay principal of, interest, and redemption premium, if any, on the Deceased Bonds pursuant to the terms hereof. "U.S. Obligations" shall not include investments in investment funds.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.
SECTION 1. (a) There is hereby created and established with the Trustee a special and irrevocable escrow fund designated as the “Solid Waste Authority of Palm Beach County Refunding Revenue Bonds, Federally Taxable Series 2017 Escrow Fund” (hereinafter the “Escrow Fund”) to be held in the custody of the Trustee separate and apart from all other funds of the Authority and the Trustee.

(b) Concurrently with the execution of this Agreement, there is hereby deposited with the Trustee, and the Trustee hereby acknowledges the receipt of, immediately available moneys in the amount of $_________ derived from certain legally available moneys of the Authority. The amount deposited in the Escrow Fund will be sufficient to purchase the U.S. Obligations listed on Schedule B hereto leaving a cash balance in the Escrow Fund of $_____.

SECTION 2. The Trustee, at the written direction of the Authority which is hereby given to the Trustee pursuant to this Section, shall purchase the U.S. Obligations listed on Schedule B hereto solely from the moneys deposited in the Escrow Fund. The Trustee shall apply the moneys deposited in the Escrow Fund and the U.S. Obligations purchased, together with all income or earnings thereon and any beginning cash balance, to the payment of the principal and interest due or to become due on the Defeased Bonds as the same become due and payable. The Trustee shall withdraw from the Escrow Fund the maturing principal amount of and the interest paid on the U.S. Obligations, together with any other moneys available for such purpose, and shall pay over to the Paying Agent moneys in an amount sufficient to pay the principal of and interest on the Defeased Bonds, as set forth in Schedule A-1 attached hereto. The Trustee shall have no power or duty to invest or reinvest any moneys held hereunder to make substitutions of U.S. Obligations held hereunder or to sell, transfer or otherwise dispose of the U.S. Obligations acquired hereunder except as provided in this Agreement.

SECTION 3. The Authority irrevocably instructs the Trustee to mail postage prepaid, notice in substantially the form of Exhibit A hereto, as soon as practicable, to each of the owners of the Defeased Bonds then outstanding, at its address, if any, appearing upon the registry of the Authority. The Trustee hereby accepts the irrevocable instructions given to it in this Section and hereby confirms that it will take all the actions required to be taken by it under the Indenture in order to effectuate payment of the Defeased Bonds in accordance with this Section and Section 2 above.

SECTION 4. At the written request of the Authority and upon compliance with the conditions hereinafter stated, the Trustee shall have the power to sell, transfer, request the redemption or otherwise dispose of the U.S. Obligations held in the Escrow Fund and to substitute therefor U.S. Obligations which are not subject to redemption prior to maturity and which are available for purchase with the proceeds derived from such disposition on the date of such transaction. The foregoing may be effected only if: (i) the amounts and dates on which the anticipated transfers from the Escrow Fund to the Paying Agent for the payment of the principal of and interest on the Defeased Bonds will not be diminished or postponed thereby, (ii) the Trustee shall receive and may conclusively rely upon the unqualified opinion of a lawyer or a firm of lawyers nationally recognized in the field of municipal finance to the effect that such disposition and substitution would not cause any of the Defeased Bonds to be an “arbitrage
bond” within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in effect on the date of such disposition and substitution and applicable to obligations issued on the issue date of the Defeased Bonds and (iii) the Trustee shall receive a certification from a firm of independent certified public accountants stating that, after such transaction, the principal of and interest on the U.S. Obligations in the Escrow Fund will, together with other moneys available for such purpose, be sufficient to pay, when due, the principal of and interest on the Defeased Bonds as set forth in Schedule A-1 hereto without further reinvestment.

SECTION 5. The trust created hereby shall be irrevocable and may not be pledged other than to the holders of the Defeased Bonds. The holders of the Defeased Bonds shall have an express first lien on all moneys and the principal of and interest due or to become due on all U.S. Obligations deposited in the Escrow Fund until used and applied in accordance with this Agreement.

SECTION 6. It is expressly understood and agreed that the Trustee’s duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Agreement against the Trustee. The Trustee shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its negligence or willful misconduct. The Trustee shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. The liability of the Trustee for the payment of the principal of and interest on the Defeased Bonds shall be limited to the amounts deposited in the Escrow Fund pursuant to this Agreement and the earnings thereon. The Trustee shall have no lien whatsoever upon any of the moneys in the Escrow Fund for the payment of fees and expenses for services rendered by the Trustee under this Agreement.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Authority. The Trustee may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Trustee pursuant to any provision of this Agreement; the Trustee shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may be counsel to the Authority or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith except as otherwise provided in Section 4(ii) above. Prior to retaining such independent counsel, the Trustee shall notify the Authority of its intention to retain counsel.

The Trustee may act through its agents and attorneys. Any payment obligation of the Trustee hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Trustee shall not be required to expend its own funds for the performance of its duties under this Agreement. The Trustee shall not be responsible or liable for
any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

The Trustee shall be paid by the Authority from time to time all reasonable compensation for all services rendered by the Trustee under this Agreement or any amendment hereto, and also all reasonable expenses, charges, counsel fees, costs and expenses and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties hereunder, including any costs, expenses and liabilities incurred in carrying out its duties hereunder during an attempt to pursue any remedy hereunder.

To the extent permitted by law, the Authority hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless, the Trustee and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against at any time, the Trustee (whether or not also indemnified against the same by the Authority or any other person under any other agreement or instrument) which relates to or arises out of the execution and delivery of this Agreement, the establishment of the Escrow Fund established hereunder, the acceptance of the funds and securities deposited therein, the purchase of the U.S. Obligations, the retention of the U.S. Obligations or the proceeds thereof and any payment, transfer or other application of funds or securities by the Trustee in accordance with the provisions of this Agreement; provided, however, that the Authority shall not be required to indemnify the Trustee against its own negligence or willful misconduct. In no event shall the Authority be liable to any person by reason of the transactions contemplated hereby other than to the Trustee as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement or the sooner resignation or removal of the Trustee. The Trustee shall not be liable for any deficiencies in the amounts necessary to pay the scheduled payments for the Defeased Bonds as set forth in Schedule A-1 hereto. Furthermore, the Trustee shall not be liable for the accuracy of the calculation as to the sufficiency of moneys and the principal amount of U.S. Obligations and the earnings thereon to pay the scheduled payments for the Defeased Bonds as set forth in Schedule A-1 hereto.

SECTION 7. The Trustee, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than forty-five (45) days’ written notice to the Authority and mailing notice thereof, specifying the date when such resignation will take effect, to the Authority and the Paying Agent, but no such resignation shall take effect unless a successor Trustee hereunder shall have been appointed by the Authority and such successor Trustee shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Trustee.
The Trustee may be removed at any time upon thirty (30) days' notice by an instrument or concurrent instruments in writing, delivered to the Trustee, to the Authority and signed by the holders of a majority in aggregate principal amount of the Defeased Bonds then outstanding.

In the event the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Trustee shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the Authority. The Authority shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 7.

In the event that no appointment of a successor Trustee or a temporary successor Trustee shall have been made by the Authority pursuant to the foregoing provisions of this Section 7 within sixty (60) days after written notice of resignation of the Trustee has been given to the Authority, the holder of any of the Defeased Bonds or any retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Trustee.

In the event of replacement or resignation of the Trustee, the Trustee shall remit to the Authority the prorated portion of prepaid fees not yet incurred or payable less fees and expenses at the time of discharge.

No successor Trustee shall be appointed unless such successor Trustee shall be a corporation with trust powers organized under the banking laws of the United States or any state, and shall have at the time of appointment capital and surplus of not less than $75,000,000.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Authority an instrument in writing accepting such appointment hereunder and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the reasonable written request of such successor Trustee or the Authority execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Trustee shall be paid in full. Should any transfer, assignment or instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor Trustee the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Trustee, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

Any corporation into which the Trustee, or any successor to it in the trusts created by the Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Trustee or any successor to it shall be a party or any corporation to
which the Trustee or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 8. This Agreement is made for the benefit of the Authority and the holders from time to time of the Defeased Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Trustee and the Authority; provided, however, that the Authority and the Trustee may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Trustee for the benefit of the holders of the Defeased Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Trustee; and

(c) to include under this Agreement additional funds, securities or properties.

The Trustee shall be entitled to rely exclusively upon an unqualified opinion of a lawyer or a firm of lawyers nationally recognized in the field of municipal finance with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Defeased Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 9. The Trustee shall have the right to accept and act upon directions or instructions delivered using Electronic Means (defined below); provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustees’ understanding of such directions or instructions shall be deemed controlling. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. To extent
permitted by law, the Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. “Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

SECTION 10. This Agreement shall terminate when all transfers and payments required to be made by the Trustee under the provisions hereof shall have been made. The balance of moneys, if any, remaining in the Escrow Fund established under this Agreement shall thereafter be returned to the Authority.

SECTION 11. The Escrow Fund shall be and constitute a trust fund for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Authority and the Trustee and used only for the purposes and in the manner provided in this Agreement.

SECTION 12. If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority or the Trustee to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 13. All the covenants, promises and agreements in this Agreement contained by or on behalf of the Authority or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 14. This Agreement shall be governed by the applicable law of the State of Florida without regard to conflict of law principles.

SECTION 15. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the date first above written.

SOLID WASTE AUTHORITY

- 8 -

82860781v2
OF PALM BEACH COUNTY

By: _______________________

[SEAL]

Attest: _____________________

THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _______________________

Name: _______________________

Title: _______________________
SCHEDULE A-1

Defeased Bonds

Solid Waste Authority of Palm Beach County Refunding Revenue Bonds, Federally Taxable Series 2017, maturing on October 1 in the years and in the principal amounts or portions thereof set forth below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Maturities or Portion of Principal Amount Defeased</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$*</td>
<td>2.083%</td>
</tr>
</tbody>
</table>

*Portion refunded. Two new CUSIP Numbers for each maturity of the Defeased Bonds that is being partially defeased will be provided to the Trustee, one CUSIP Number to be assigned to the portion of the maturity of the Defeased Bonds defeased and the other CUSIP Number to be assigned to the portion of the maturity of the Defeased Bonds not defeased.

Annual Payment Schedule
Defeased Bonds

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Principal Amount</th>
<th>Interest</th>
<th>Premium</th>
<th>Total Payment Date Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1, 2020</td>
<td>$</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>April 1, 2021</td>
<td>$</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>October 1, 2021</td>
<td>$</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
## SCHEDULE B

**US OBLIGATIONS**

<table>
<thead>
<tr>
<th>Type of Security</th>
<th>Purchase Date</th>
<th>Maturity Date</th>
<th>Par Amount</th>
<th>Coupon Rate</th>
<th>Price</th>
</tr>
</thead>
</table>

82860781v.2

ITEM 9.6
Page #19/21
EXHIBIT A

DEFEASANCE NOTICE

Solid Waste Authority of Palm Beach County
Refunding Revenue Bonds,
Federally Taxable Series 2017
Maturing on October 1, 2021 CUSIP NO. 696560LC3

NOTICE IS HEREBY GIVEN that, pursuant to that Indenture of Trust by and between the Solid Waste Authority of Palm Beach County (the “Authority”) and The Bank of New York Mellon Trust Company, National Association (appointed as successor to First America Bank and Trust, Palm Beach County, Florida), as Trustee dated December 1, 1984, as amended and supplemented (collectively, the “Indenture”), the Authority has irrevocably deposited with Trustee, in trust, and irrevocably set aside for such payment, cash and U.S. government securities, maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to pay the principal and [on the portion] of the Solid Waste Authority of Palm Beach County Refunding Revenue Bonds, Federally Taxable Series 2017 described below (the “Defeased Bonds”). The CUSIP Numbers and maturities of such Defeased Bonds are as follows:

<table>
<thead>
<tr>
<th>Maturities</th>
<th>Principal Amounts</th>
<th>Interest Rate</th>
<th>Original CUSIP No.</th>
<th>Defeased Bonds Principal Amount</th>
<th>New CUSIP Number of Defeased Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/2021</td>
<td>$22,975,000</td>
<td>2.083%</td>
<td>696560LC3</td>
<td>$</td>
<td>696560</td>
</tr>
</tbody>
</table>

The portions of the Bonds described above which have not been defeased and shall remain outstanding are set forth below:

<table>
<thead>
<tr>
<th>Maturities</th>
<th>Principal Amounts</th>
<th>Interest Rate</th>
<th>Original CUSIP No.</th>
<th>Non-Defeased Bonds Principal Amount</th>
<th>New CUSIP Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/1/2021</td>
<td>$22,975,000</td>
<td>2.083%</td>
<td>696560LC3</td>
<td>$</td>
<td>696560</td>
</tr>
</tbody>
</table>
CUSIP numbers have been assigned by Standard & Poor’s Corporation and are included solely for the convenience of the holders. Neither the Authority nor the Paying Agent shall be responsible for the selection or use of the CUSIP numbers nor is any representation made as to their correctness on the Defeased Bonds or as indicated in any redemption notice.

Instructions to Trustee:
This notice must be provided by the Paying Agent, on behalf of the Authority, and a copy provided to the Paying Agent, all as provided in Section 3 of the Escrow Deposit Agreement.