



AGENDA ITEM MEMORADUM

Development Services

Bud Bentley

Department

Assistant Town Manager / Development Services
Director *BB*

COMMISSION MEETING DATE (*) - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> November 29, 2011	

**Subject to Change*

<input type="checkbox"/> Presentation	<input type="checkbox"/> Reports	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Resolution	<input type="checkbox"/> Quasi-Judicial	<input checked="" type="checkbox"/> Old Business	<input type="checkbox"/> New Business

FY2011 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC

SUBJECT TITLE: Renewal Issues - Solid Waste Collection Contract

EXPLANATION: The Town's solid waste collection agreement with Choice Environmental Services of Broward has an initial term of three (3) years but provides the option to renew the agreement for terms of between three and five years. If not renewed, the contract will expire on June 20, 2012.

At the September 27, 2011 meeting the Commission discussed issues to be addressed in any talks with Choice regarding the possible renewal of the collection contract with them. Staff was directed to continue to meet with Choice on the issues identified, including the points raised by Vice Mayor Dodd, and to get residents' feedback on Choice's service. The draft minutes from the September 27th discussion are attached (**Exhibit 1**).

As suggested by the Commission, a public input meeting was held on November 8, 2010. Draft notes of that meeting are attached (**Exhibit 2**) and several of the issues identified at that meeting are including in the Renewal Issues List below.

RENEWAL ISSUES LIST

High Priority Issues:

1. Modify the contract so the contractor's payment is decreased when there is a decrease in disposal fees.
2. In the event the Commission decides to provide additional solid waste services such as recycling education or yard waste pickup, the Town can adjust the customer rates. Since Choice does the billing, Choice would rebate to the Town difference what they get to retain and the customer rate.
3. Specify a maximum increase in the CPI adjustment.
4. Implement recycling with wheeled carts and provide customers with a choice of cart sizes that can be picked up by an automated truck (public input meeting).
5. For those with cart service -- Provide a mechanism for the annual adjustment of the disposal portion of the monthly bill based on actual cost of disposal.

This addresses the future situation when the amount of garbage decreases and recyclable increase.

We may want to include the option for the Town to pay the disposal fee directly, in which case Choice would rebate to the Town the amount collected from the customers for disposal.

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6. Provide recycling information and education to increase the number of cart users that recycle and the amount of materials that are recycled (from public input meeting).

Should the Town want to increase its efforts, we could contract with Choice or another entity to provide this service or do it in-house.

Other Issues and Contract Housekeeping:

7. Establish a mechanism in the contract for implementing yard waste carts should the Town decide it wants that service in the future.
8. Contractor to provide roll-offs for Town use. Section 3.3.3. TOWN Facilities Services.
9. Allow duplexes the same option of suspending their service as single family households currently have.
10. Section 8. Emergency Services. Add a provision that rates cannot increase more than the CPI provided for in Subsection 6.11.2 (does not include disposal fees.)
11. Include the requirement for the contractor to provide management reports in various sections of the agreement.

Currently we have the right to audit but there isn't any requirement that we receive management reports so we can monitor such things as the number of accounts, the amount of recycling materials or the tonnage of garbage disposed. This is important information on which to base future policy decision.

12. Clarify Section 3.6. Designated Disposal Facility, which gives Choice a first right of refusal to provide alternative disposal service.
13. Relocate duplicate language to single location in Subsection 3.1. Address minor clarity issues and inconsistencies in Section 3. Collection Services
14. Section 2. Definition - Minor changes to improve readability and clarity.
15. Section 7. Schedules and Routes – Minor edits to improve readability and clarity.

At the public input meeting, there were several suggestions for the Town to become more active in encouraging and facilitating those using dumpster service (commercial and multi-family) to do more recycling. This included the specific suggestion that the Town share some of its recycling revenue with multi-family properties. As the Commission is aware, the Town cannot regulate commercial recycling and we do not get any revenue from commercial recycling. We don't see a recycling incentive program as a collection contract issue and the feasibility/desirability of such a program can be considered later.

Economic Considerations:

We surveyed eight local cities to document what single family residents were paying for solid waste collection services, what the collection contractor was being paid and what fees the city was collecting. The survey data is attached (**Exhibit 3**) and a summary is shown in Table 1 for single-family rates.

Table 1 – Single Family Collection Fees

	Municipality	Paid to Hauler
1.	LBTS	\$14.79
2.	Fort Lauderdale	\$15.14 (1)
3.	Miramar	\$16.48 (1)
4.	Pompano Beach	\$16.03
5.	Oakland Park	\$21.25 (2)
6.	Hollywood	\$22.82
7.	Deerfield Beach	\$24.51 (2)
8.	West Park	\$24.30
9.	Wilton Manors	\$25.02

(1) Adjusted – see notes in Exhibit 3

(2) City staff provides collection service.

As you can see, LBTS has the lowest cost for single family service.

Survey data on the cost for commercial and multi-family dumpster service is contained in Exhibits 4 and 5. Of the cities that franchise dumpster service or provide it themselves, Choice has the second lowest rates for multifamily service and is in third place for commercial service.

We also collected some data about the cost of commercial dumpster service in Fort Lauderdale, which has an open market system, and in Pompano Beach, which has a single franchisee. While the following information is illustrative, there are underlying reasons for the differences in pricing between a single franchise and open market system. In a single franchise system: (1) the company's overhead is spread over a larger number of accounts; (2) pricing is not based on the length of the contracts for service; (3) fewer garbage trucks are required and there is less variety of dumpsters, and, (4) as we saw this year, the price for service can decrease.

October 2011 Survey - Commercial Dumpster Service			
Size of Dumpster x Weekly pickup	LBTS (1) Choice	Pompano (1) Waste Management	Fort Lauderdale (2) Choice
2 yards x 2	\$247.22	\$336.01	\$168.52
3 yards x 2	\$370.88	\$504.10	\$252.78
4 yards x 2	\$486.20	\$672.13	\$337.05
6 yards x 2	\$492.50	\$1,008.20	\$505.57
(1) Single franchisee			
(2) Fort Lauderdale is a non-exclusive (open) franchise for dumpster service			

Contract Renewal Language

The Option to Renew and the renewal process is addressed in Section 1.4 of the contract. The renewal process is as follows:

(b) *Renewal Process.* Prior to making a recommendation to the Town Commission on whether to renew the Agreement, the Town Manager or designee will meet and confer with the CONTRACTOR regarding changes in terms and conditions that either the TOWN or the CONTRACTOR would like to see reflected in an amendment to the Agreement covering the next renewal period. The TOWN shall thereafter notify the CONTRACTOR of its decision to exercise a renewal option or allow the Contract to terminate. Said notice shall be in writing and delivered not less than one hundred eighty (180) calendar days prior to the expiration date.

In the event the TOWN notifies the CONTRACTOR of its decision to exercise a renewal option, the CONTRACTOR shall notify the TOWN in writing of its intent to accept or decline the renewal option offer within twenty (20) calendar days of receipt of the offer by the CONTRACTOR.

The deadline to provide the 180 day notice is December 22, 2011. Because of the number of issues to be addressed in a contract renewal agreement and the press of other Town business, we do not have a renewal agreement for you to consider and even with Commission direction at tonight's meeting, we don't believe an agreement can reasonably be prepared by the December 13th meeting (only meeting in December). Since the Commission will not have the opportunity to decide on the renewal question by December 22nd, we have proposed to Choice that the renewal notice date be changed to the second meeting in January (1-24-2012) and they are in agreement.

We need direction on the listed issues and any other modifications the Commission seeks.

RECOMMENDATION: After carefully reviewing the public input, the survey data about cost of service, the level of service provided, and Choice's willingness to modify the agreement, we believe it is in the best interest of our community to renew the Choice Environmental collection contract.

If the Commission concurs with that recommendation, we will continue to meet with Choice and prepare an amended and restated agreement. Since we only have one Commission meeting in December, we expect to schedule it for Commission consideration in January.

- EXHIBIT(S):**
- 1. September 27, 2011 draft minutes
 - 2. November 8, 2011 draft minutes
 - 3. Single Family Collection Survey
 - 4. Multifamily Dumpster Service Survey
 - 5. Commercial Dumpster Service Survey

Reviewed by Town Attorney
 Yes No

Town Manager Initials CJD

DRAFT MINUTES – September 27, 2011 Commission meeting

16a. Renewal of the Solid Waste Collection Contract (Assistant Town Manager Bud Bentley)

Assistant Town Manager Bentley stated that the discussion was focused on the renewal of the Town's solid waste collection contract, not a proposed renewal; it was a status report and the Town Commission was not being asked to approve the renewal of the existing contract. This was for a point of clarification in light of the questions and feedback he was receiving from the public. He stated the contract with Choice expired on June 20, 2012; in the second amendment, staff clarified the renewal process to allow both parties to recognize the time it took to reach an agreement or for the Town to make the decision not to renew and rebid the service. He pointed out rebidding garbage service was not a 45-day process, reminding the dais of the extensive discussions concerning various aspects in the last negotiations, such as the appropriateness of the RFP, the service level to be provided, etc. The contract provided that before the Town Manager gave the Commission a recommendation on renewing the existing contract, either she, or her designee, would meet with the contractor to go over the various issues both parties might wish to see in a renewed agreement. He noted staff already held a preliminary meeting with Choice and had gone through the contract and identified the issues they felt should be addressed, stating Commissioner Sasser, the Town Commission's liaison, was involved in that process. It would be a policy decision that had to be made in the near future; one was for the Town Manager to proceed with sitting with Choice and working out the various issues, and one of the reasons for the matter being on the present agenda was to show the dais the list of issues raised by staff. If there were other concerns, they could be added and addressed in the next set of negotiations. Assistant Town Manager Bentley indicated the alternative to this route was for the Commission to direct staff to rebid the contract.

Town Manager Hoffmann clarified the Commission directed staff to compile a list of the issues staff recommending looking at in considering the renewal of the contract.

Commissioner Sasser said Assistant Town Manager Bentley and Mr. Smith did most of the work, reiterating the matter before the Commission was not for renewal but to give them an idea of the issues for renegotiation. He felt Choice had been a good partner, as the Town went to them in mid contract and asked them to renegotiate a number of items, all of which they did not have to do, but they did, and this helped the Town's residents and Commission to get things done in a relatively quick manner. He assured Choice the Town would strive to be a good partner as well, and it was not his intention to make a recommendation that the Town renew the contract, but what it was before the Commission was enough and, based on the feedback from Mr. Smith, they had no problem with accommodating the Town. The request was for the Town Commission to direct staff to continue the negotiation process with Choice, then bringing the issue back for further discussion if needed, and the decision could be made whether to go to RFP.

Commissioner Vincent sensed hesitation by a few Commissioners to turn the process over to Attorney Mauridos to act on the Town's behalf, which seemed to imply the contract was faulty, as he was a very qualified attorney. Everything appeared to be moving forward smoothly, and he accepted Attorney Trevarthen's decision to recuse herself on the subject matter as the ethical thing to do.

Exhibit 1

DRAFT MINUTES – September 27, 2011 Commission meeting

Assistant Town Manager Bentley clarified it was not staff's intention for an attorney to negotiate a contract renewal with Choice.

Mayor Minnet felt it necessary to say the procedure of renewing the contract with Choice could go forward, but the Commission might still elect to go out to RFP in the end.

Vice Mayor Dodd said he did not consider Attorney Mauridos' qualifications in question. He believed the negotiations could be done by staff, Commissioner Sasser and Mr. Smith without the presence of an attorney.

Assistant Town Manager Bentley concurred, stating staff would consult the attorney at times throughout the process regarding any legal issues on which they desired guidance.

Vice Mayor Dodd stated his position on the matter was that Choice had done a terrific job in the Town, but there were still significant issues regarding recycling and staff needed to conduct more research. He observed Choice was prepared to give the recycling bins, and this usually resulted in a doubling of the recycling tonnage; he wondered if the Town would receive any benefit from that increase or had the matter been approached at all. He questioned if the Town would genuinely embrace recycling, so that commercial properties could have the same recycling residential uses enjoyed; it was the same bin sitting outside with recycling, so he wished to know why they were being charged more than residents. Vice Mayor Dodd recommended addressing biodegradable yard waste, as they were currently being comingled with regular garbage. This was not being responsible, and he was unsure if there were any legal aspects but had not made any inquiries of Choice; many cities did not comingle the two, and there were probably better options available. The issues raised were significant, and he liked the original research where consumers received a credit for their recycling using bins with a barcode. He reiterated, if the Town intended to seriously embrace recycling, these were issues that should be considered in the new contract, as the contract would be affected by the changes in the recycling fee, and the trash tonnage would decrease.

Grant Smith, general counsel for Choice, stated they were happy to partner with the Town, and he had been a regular visitor to work on the various issues that arose. On the issue of the conflict of interest with Ms. Trevarthen, he would not have supported a waiver for the precise reason voiced by Commissioners Clotney and Sasser of the need to be above reproach, and it had nothing to do with his trusting Attorney Trevarthen or her firm. He thought the contract a fair one, and the Assistant Town Manager had gone through and done a very good job penciling in the changes that needed to be made and to address the Commission's concern. At some level, after the business points were negotiated, it just took a lawyer to incorporate them into the document to make the layout and language consistent. He knew Mr. Mauridos to be a very competent lawyer, and it would take him very little time to get up to speed with the concerns in the contract, as he understood the base issues and could effectuate the changes and present the Commission with a workable document. Mr. Smith said Assistant Town Manager Bentley gave him a first draft of the list of comments, and there would likely be more, as well as discussions on what Choice could and/or could not do, and have an exchange of ideas on how to achieve an agreement. They understood the time frame it took, and that such room for negotiation was built into the contract; he believed Choice had earned the extension of their contract based on their level of performance. Mr. Smith recalled the original contract negotiation was for five years, and due to their low bid and other factors, the contract was made

Exhibit 1

DRAFT MINUTES – September 27, 2011 Commission meeting

for three years to allow them time to prove themselves. The Commission would consider renewal if they did a satisfactory job, and they stood ready to negotiate and work out a renewal agreement with the Town.

Mayor Minnet said the previous RFP did not reflect the needs of the community; both the Commission and Choice had done a great job to bring these matters forward and rectifying them. She questioned whether residents deserved the Town going back out with an RFP to address the needs mentioned by Vice Mayor Dodd and other residents, and create an open field, or should Choice have carte blanche to negotiate a renewal based on the list of concerns. The residents came first. She read staff's recommendations for continuing the negotiations as reflected in the backup, receiving an acknowledgement from Choice they understood staff's terms.

Commission Sasser made a motion to continue discussions of a contract renewal as recommended by staff, including the points raised by Vice Mayor Dodd and residents, with the understanding that the Town could still go out for RFP. Commissioner Vincent seconded the motion. The motion carried 4-1. Mayor Minnet voted no.

Town Manager Hoffmann inquired if there were any other areas other than the three mentioned by Vice Mayor Dodd the Commission wished staff to include in the talks with Choice.

Vice Mayor Dodd thought more time should be allowed for the Commission to come up with suggestions, including getting further residential input. Mayor Minnet agreed residential feedback was essential, and other issues such as bulk pickup should be included in the discussions. Commissioner Sasser said he received complaints as to the discrepancy in the charges between residential and commercial consumers.

Mayor Minnet urged the Commissioners to contact Town Manager Hoffmann with further concerns they wished addressed in the negotiations with Choice.

TOWN OF LAUDERDALE-BY-THE-SEA
PUBLIC INPUT MEETING ON SOLID WASTE COLLECTION SERVICES
MEETING NOTES

Town Hall

Tuesday, November 8th, 2011 at 5:30 P.M.

1. **CALL TO ORDER**

Assistant Town Manager Bud Bentley called the meeting to order at 5:35 P.M. Present were Town Manager Connie Hoffmann, Vice Mayor Stuart Dodd, Commissioners Birute Ann Clottey, Scot Sasser & Christopher Vincent. The minutes of the meeting were recorded by Sandra Roberts.

2. **ITEMS OF DISCUSSION:**

A) OPENING

Commissioner Scot Sasser acknowledged and briefed the public attendees with a thank you/welcome address and an explanation of the meeting.

B) STATUS OF THE COLLECTION CONTRACT WITH CHOICE

Assistant Town Manager Bud Bentley gave an overview of the meeting. He has been working with Town Manager Connie Hoffmann and Commissioner Sasser on the Solid Waste Contract. The current rates as of October 1st decreased from last year. Choice Environmental made a request to decrease the rates and the current rate sheets indicate this. LBTS had the 3rd least expensive rates at the time the survey was taken which puts the town to being one of the lowest in Broward County. The rate reductions cover all classes of service. Choice Environmental began service in 2009 taking over from the previous trash collection service provider. The contract provides for multiple renewal periods. The Commission has until the end of December 2011 to renew the contract and if renewed the Commission can ask to renegotiate or modify. Choice Environmental keeps a log of complaints and follow-ups with addresses of the issues which they send to the Town. There have been very few complaints.

C) ARE YOU GETTING GOOD SERVICE?

PUBLIC COMMENTS:

A representative for Lenore Ryan commented that she enjoyed the service provided by Choice Environmental. She believed they always go the extra mile. It's like having good neighbors.

Anthony, Restaurant Manager at 101 Ocean commented that he had no problems with Choice Environmental. They did a great job and go the extra mile.

Exhibit 2

Sal Coniglio commented that overall Choice Environmental provided very good service but noted that Condo managers pull the trash containers to the road and as a result, the trucks come on the property and damage it. He recommended that they visit with the Condo managers and maintenance departments to help improve this issue.

Rosalie of Sea Cliff Motel on 4621 Bougainvillea commented that Choice Environmental provided very good service and she would opt to keep bulk garbage to once a month.

Ron Piersante commented that Choice Environmental did a great job and he had high praise for the drivers; they were very courteous and great at picking up everything and anything. He would prefer to keep bulk garbage to once a month.

Mark Brown commented, there were problems with residents in condos as they had no incentive for recycling waste. Condo buildings only have a small garbage chute. Choice Environmental should help educate Condo Owners and residents on recycling. The key incentive is, if residents knew there was a money savings they would be more likely to participate.

Lilliana Pomareda of North Tradewinds commented that she was very happy with Choice Waste. Their trucks were clean, no garbage was left behind, air quality from trucks was good, they would do a special pick-up if requested, staff was very gracious and education was the key to implement recycling. She asked if Choice Environmental had a bottle cap, plastic bag & Styrofoam recycling program. She mentioned to either send a letter or Choice Environmental representatives out to inform Condo residents that the Town would be saving money by recycling.

D) IMPLEMENTING SINGLE-STREAM RECYCLING (CART)

Assistant Town Manager Bud Bentley discussed Single-Stream Recycling, which allows residents to combine all of their recycling and the future goal is to use a recycling cart. Current recycle bins were not protected from the weather. There may also be a grant opportunity from the Resource Recovery Board and Choice Environmental had offered to assist with the purchase of recycling carts so that there was no financial impact to residents.

PUBLIC COMMENTS:

Lilliana Pomareda did not understand why people would not want to switch to the recycle cart, look at the size of the current bins vs. the new recycle carts. No separation of recyclable waste was required with the recycle carts. She said it was a wonderful idea and would welcome it.

Ron Piersante believed there was no space for them. He thought they were too big and asked whether there was a smaller version; possibly a 30 gallon.

Sue of Terra Mar Isles said they were easily accessible, a good idea, studies have shown it works; it would be a challenge for some residents but they would soon adapt to it.

Sal asked whether they had to separate the recycling with the new option. Nobody should get charged for the bins, or pricing had to be the same across the board.

Exhibit 2

Leslie asked why did restaurants not recycle glass & plastic like residents did?

Anthony said it was very hard to recycle bottles due to the set-up of the bar. We will try to implement a recycle program. The alley way also restricts for the size of the recycle containers. We are planning to switch from styrofoam to paper.

Penny Dodd asked whether she had the option to choose to use the small garbage vs. the large recycle container.

Mark Brown said there should be 1 garbage recycling chute per floor, other recycling products have been distributed to residents in the past but not to Condo owners/residents, this appeared to be overlooked.

COMMISSIONER & ASSISTANT TOWN MANAGER COMMENTS:

Commissioner Dodd stated that if we used recycling carts that were a mechanical picked up, the savings would be reflected to everyone in the Town for both residential and businesses.

Commissioner Clottey stated that on the west coast they recycled food and she would like to see that evaluated here in the future.

Assistant Town Manager Bud Bentley said that decisions have not been made by the Commissioners to roll out the recycle plan.

CHOICE WASTE COMMENTS:

Grant Smith: the Florida statute is currently 6 recyclable items, paper, plastic, rubber, metal, textile & glass. We are governed by what we can take out. South Florida does not have a composting method for food waste. Choice Waste Trucks have the capability to pick up a cart as small as 35 gallon. Fort Lauderdale uses 96 and 65 gallon carts for yard waste and garbage. We can offer specific recycle container sizes for resident needs.

E. COMMERCIAL RECYCLING

Assistant Town Manager: Tipping Fee – Incinerator Fee - \$72.00 for single family residence. Is there a desire to have a yard waste service?

PUBLIC COMMENTS:

Leslie said that some cities implement fines for not recycling; educate residents, take an affirmative action and try to institute and fix things.

Ron Piersante said that in the past we had a bin where people could bring their yard waste. He commented no to a yard waste service as he does not have the space for a second cart.

Exhibit 2

Rosalie believed that separating yard waste was a good idea because of the vegetation in the area and it would get a lot of support from within the community.

COMMISSIONER COMMENTS

Commissioner Clotey believed they should go back to the old way of allowing weekly bundled yard waste, which was handpicked up by the driver.

Vice Mayor Dodd said a key part of any renewal consideration was getting the disposal fee calculation changed so the weight of garbage goes down and recycling goes up and we don't continue to pay disposal fees on garbage that we are not dumping.

WASTEPRO COMMENTS:

The Waste Pro representative commented that recently over 10 cities have put their contracts out to bid and encouraged the Town to bid its contract. There were recycling incentive programs in existence and available. He would be willing to work with staff requests, scenarios and needs on their RFP's.

Grant Smith – Choice Environmental: Mr. Smith introduced reps from Choice for members of the Public to pose their questions. There were no questions and no further discussion.

3. ADJOURNMENT

Assistant Town Manager Bud Bentley thanked everyone for their input.
The meeting was adjourned at 6.43pm.

ATTEST:

ASSISTANT TOWN MANAGER, Bud Bentley

Date Accepted: _____

Sandra Roberts, Acting/Interim Board Secretary

Exhibit 3

Single Family Collection Rates - October 1, 2011

Municipality	# units or accounts	Residential Rates 10-01-2011 (1)	Franchise Fee	Admin Fee	Contractor fee	Hauler	Last Bid	Comments
LBTS		\$15.35	3.76%		\$14.79	Choice	6/1/2008	In initial term- 3 renewals available
Fort Lauderdale	37,398	\$28.95	-0-		\$15.14	Choice	1/21/2011	FtL provides 2x grabage service and 1x yard waste pickup. The amount shown is imputed for just garbage service + Yd Waste disposal fee.
Pompano Beach	22,800	\$19.92	-0-	\$3.89	\$16.03	WM	1984	
Miramar	28,731	\$18.75		1.25% plus \$120,000 per year	\$16.48	Waste Pro	7/1/2010	\$120,000 Admin Fee funds a Contract Manager
Oakland Park	9,700	\$21.25	-0-		\$21.25	City	N/A	City is hauler
Hollywood	31,742	\$32.00	20%		\$22.82	Waste Pro	2/1/2008	\$12.89 collection fee plus we used FtL disposal cost to imput total (\$12.89 plus disposal of \$7.43) plus recycling of \$2.50
Deerfield Beach	7,084	\$24.51	-0-		\$24.51	City	N/A	City is hauler
West Park	4,535	\$28.43	17.0%		\$24.30	Waste Pro	10/1/2010	Operating under the County Franchise Agreement until expiration date
Wilton Manors	3,337	\$28.53	10%	\$1.01	\$25.02	WM	7/1/2002	Monthly fee includes collection, disposal, franchise and recycling

Multifamily Dumpster Service - Monthly Rates

Exhibit 4

Municipality	Cubic Yard Dumpster				Cubic Yard Dumpster	Hauler	Last Bid	Expiration Date	Comments
	Frequency Per Week	2 x	4 x	2 x					
Deerfield Beach		\$164.41 (N/A)	\$329.62 (N/A)	\$274.67 (N/A)	\$549.34 (N/A)	City	N/A	N/A	
LBTS		\$234.93 (\$226.42)	\$469.72 (\$452.70)	\$461.89 (\$445.15)	\$845.5 (\$814.86)	Choice	6/1/2008	6/20/2012	3.76% franchise
Oakland Park		\$262.64 (N/A)	\$525.28 (N/A)	\$525.28 (N/A)	\$1050.56 (N/A)	City	N/A	N/A	Multifamily Rates are based upon 100 pounds per cubic yard and billed at \$0.04 per pound plus a base fee of \$24.83 per pickup
Wilton Manors		\$342.74 (\$309.25)	\$668.64 (\$603.64)	\$571.61 (\$516.02)	\$1120.73 (\$1011.79)	WM	7/1/2002	6/30/2013	10.0% Franchise Fee
Miramar		\$371.63 (\$322.22)	\$723.63 (\$624.84)	\$610.17 (\$511.38)	\$1193.36 (\$995.75)	Waste Pro	7/1/2010	4/30/2016	Franchise Fee of about 15% plus a Waste Reduction Fee. (Amount remitted to WastePro)
Pompano Beach		\$159.35	\$299.22	\$309.03	\$588.77	WM	1984	2014/2022	No franchise fee
West Park		N/A (17.5%)	N/A (17.5%)	N/A (17.5%)	N/A (17.5%)		open market		West Park does not offer Dumpster Service. All commercial haulers pay a 17.5% City franchise fee.
Fort Lauderdale		N/A (17.0%)	N/A (17.0%)	N/A (17.0%)	N/A (17.0%)		open market		Fort Lauderdale does not offer Dumpster Service. All commercial haulers pay a 17% City franchise fee.
Hollywood		N/A (20.0%)	N/A (20.0%)	N/A (20.0%)	N/A (20.0%)		open market		Hollywood does not offer Dumpster Service. All commercial haulers pay a 20% City franchise fee.

Commercial Dumpster Service - Monthly Rate Exhibit 5

Municipality	4 Cubic Yard Dumpster				Comments
	Frequency Per Week	2 x	4 x	4 x	
Oakland Park	\$326.64 (N/A)	\$653.28 (N/A)	\$909.28 (N/A)	\$1460.84 (N/A)	Commercial Rates are based upon 100 pounds per cubic yard and billed at \$0.04 per pound plus a base fee of \$24.83 per pickup
Deerfield Beach	\$456.41 (N/A)	\$912.78 (N/A)	\$1460.84 (N/A)		
LBTS	\$486.20 (\$442.00)	\$889.99 (\$809.08)	\$1120.73 (\$1,018.85)		10% Franchise Fee. (\$ = amount paid Choice)
Wilton Manors	\$603.37 (\$544.60)	\$1183.08 (\$1067.91)	\$2413.46 (\$2018.27)		10% Franchise Fee. (\$ = amount paid Waste Management)
Miramar	\$670.55 (\$571.76)	\$1312.30 (\$1114.69)	\$2413.46 (\$2018.27)		Commercial Rates include Collection, Disposal, a Franchise Fee of about 13% plus a Waste Reduction Fee. (\$ = Amount paid WastePro)
Pompano Beach	\$672.13	\$1,344.27	\$2,688.54		Container Service is by contract between the property owner or tenant and Waste Management, no franchise fee
West Park	N/A (17.5%)	N/A (17.5%)	N/A (17.5%)		West Park does not offer Dumpster Service. All commercial haulers pay a 17.5% City franchise fee.
Fort Lauderdale	N/A (17.0%)	N/A (17.0%)	N/A (17.0%)		Fort Lauderdale does not offer Dumpster Service. All commercial haulers pay a 17% City franchise fee.
Hollywood	N/A (20.0%)	N/A (20.0%)	N/A (20.0%)		Hollywood does not offer Dumpster Service. All commercial haulers pay a 20% City franchise fee.