



AGENDA ITEM REQUEST FORM

Town Manager's Office

Bud Bentley

Department Submitting Request

Assistant Town Manager

REG COMMISSION

DEADLINE TO

ROUNDTABLE

DEADLINE TO

Meeting Dates 7:00PM

Town Clerk

Meeting Dates 7:00PM

Town Clerk

Dec 7, 2010

Nov 23 (5:00 pm)

Dec 14, 2010

Nov 30 (5:00 pm)

Jan 11, 2011

Dec 31 (5:00 pm)

Jan 25, 2011

Jan 14 (5:00 pm)

Feb 8, 2011

Jan 28 (5:00 pm)

Feb 22, 2011

Feb 11 (5:00 pm)

Mar 8, 2011

Feb 25 (5:00 pm)

Mar 22, 2011

Mar 11 (5:00 pm)

Presentation

Reports

Consent

Ordinance

Resolution

Quasi Judicial

Old Business

New Business

SUBJECT TITLE: Second Reading of an Ordinance Amending the Solid Waste Services Agreement (Amendment Two) Related to Multifamily Properties with Carts.

EXPLANATION: The Commission approved the proposed ordinance (**Exhibit 1**) on first reading at its special meeting on November 15, 2010.

Background

To facilitate the evaluation of several requests to change some of the Town's solid waste policies, the Commission appointed Commissioner Scot Sasser as the liaison to staff and the Town's franchisee, Choice Environmental.

At the Commission meeting of August 25, 2010, the Commission adopted Ordinance 2010-10, which created a new category of mixed-use properties and improved the language for the temporary discontinuation of service for single family residents.

We have since been working on proposed changes to the agreement with Choice that address the requests from several multifamily properties that they be allowed to decide the number of carts required and billed for their properties. We have reached an agreement in principal and the proposed amendment to the Choice Agreement is an exhibit to the attached ordinance (**Exhibit 1**).

Currently multifamily properties pay for one cart per unit regardless of the number of carts they have on their property for their use. The amendment (**Exhibit 1**) changes this practice by allowing multifamily properties to reduce the number of required carts for billing down to 50% of the property's number of units. For example, a 30 unit property could reduce the number of carts billed to a number of their choosing down to a minimum of 15 carts, as long as the number of carts is sufficient to handle their volume of waste. Each property can change the number of carts used twice a year with no charge. Additional changes within a year require the payment of a fee.

Furthermore, as the Commission is aware, the cost for bulk trash service is embedded in the monthly cost for a cart. With the ability to reduce the number of carts, we are recommending a limit of one cubic yard bulk trash for each cart per month. For the 30 unit property with 15 carts, this means they could dispose of 15 cubic yards of trash per month, which would be a cube 14' long x 8' wide x 4' high.

Finally, the proposed amendment (**Exhibit 1**) increases the renewal notice date of the existing contract to 180 calendar days (currently 120 days). Staff believes this will protect the town by allowing more time to address options should a renewal not be approved by the Commission. We have added a provision for staff to meet with Choice to discuss changes or amendments to the agreement that each side would propose prior to staff making a recommendation to the Commission on renewal. The first term of this agreement ends on June 20, 2012 so the new renewal date would be January 10, 2012.

The ordinance also changes the way amendments are adopted in the future by allowing changes to be approved by resolution of the Commission.

If the proposed ordinance is approved on second reading, Choice can change their billing statements for January 2011.

RECOMMENDATION: We recommend approval of the proposed ordinance (**Exhibit 1**) on second reading.

EXHIBIT: 1. Ordinance (the Second Amendment to the Agreement is Exhibit A)

FISCAL IMPACT AND APPROPRIATION OF FUNDS: Nominal impact of franchise revenue is projected to be less than \$4,000 (3.76% fee on residential service).

- No multifamily property with carts will pay more as the result of this amendment.
- 91% of the multifamily properties will save money – 25% to 67% saving from what they are paying now and even more if they increase their recycling and reduce the number of waste carts (subject to the 50% minimum).
- 9% do not save money since they have the same number of carts as units. In the future, as properties reduce their waste stream through recycling, they will be able to reduce their collection expense.

Reviewed by Town Attorney
 Yes No

Town Manager Initials CA

ORDINANCE NO. 2010-19

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2
3 **AN ORDINANCE OF THE TOWN OF LAUDERDALE BY-**
4 **THE-SEA, FLORIDA, ADOPTING THE SECOND**
5 **AMENDMENT TO THE SOLID WASTE, BULK WASTE,**
6 **AND RECYCLING COLLECTION SERVICES**
7 **AGREEMENT BETWEEN THE TOWN AND CHOICE**
8 **ENVIRONMENTAL SERVICES OF BROWARD, INC.;**
9 **PROVIDING FOR FUTURE AMENDMENTS TO BE**
10 **ADOPTED BY RESOLUTION; PROVIDING FOR**
11 **SEVERABILITY, CONFLICTS AND AN EFFECTIVE**
12 **DATE**

13
14 **WHEREAS**, pursuant to RFP 09-02-01, the Town Commission (“Town”) entered into the
15 “Solid Waste, Bulk Waste and Recycling Collection Services Agreement Between the Town of
16 Lauderdale-By-The-Sea, Florida and Choice Environmental Services Of Broward, Inc.
17 [“Contractor”]” (the “Agreement”) under an exclusive franchise with the Town, approved by
18 Ordinance 2009-13 and effective July 1, 2009; and

19 **WHEREAS**, the Town and the Contractor previously amended the Agreement to provide
20 for a one-yard dumpster option, and various amendments have been enacted to the Code of
21 Ordinances related to solid waste and bulk waste collection since the adoption of this Agreement;
22 and

23 **WHEREAS**, Section 22 of the Agreement provides that the Town shall have the power
24 to make changes to the Agreement that are in the public welfare, and that the Town and the
25 Contractor may enter into good faith negotiations regarding modifications to the Agreement
26 which may be required in order to implement changes in the interest of the public welfare or due
27 to changes in law; and

28 **WHEREAS**, the Town and the Contractor have proposed changes related to solid waste
29 and bulk waste collection for multi-family properties and mixed use properties in the Town, to
30 the renewal of the Agreement, and to the ease of administration of the residential solid waste
31 collection sections of the Agreement; and

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32 WHEREAS, the Town desires to adopt the Second Amendment to the Agreement, and
33 finds that it is in the interest of the public welfare to do so; and

34 WHEREAS, the Town desires that any future amendments to the Agreement shall be
35 accomplished by resolution.

36 NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF
37 THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:

38 **SECTION 1. Recitals.** The foregoing "Whereas" clauses are ratified and confirmed as
39 being true, correct and reflective of the legislative intent underlying this Ordinance and are
40 hereby made a specific part of this Ordinance.
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42 **SECTION 2. Adoption of Second Amendment.** The "Second Amendment To Solid
43 Waste, Bulk Waste, And Recycling Collection Services Agreement" between the Town and
44 Choice Environmental Services Of Broward, Inc., as attached hereto as Exhibit "A," and made a
45 part hereof by this reference, is hereby approved and adopted.

46 **SECTION 3. Adoption of Future Amendments.** Any future amendments to the
47 Agreement may be accomplished by the adoption of a resolution, and shall not require an ordinance.

48 **SECTION 4. Severability.** If any section, sentence, clause, or phrase of this Ordinance is
49 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
50 in no way affect the validity of the remaining portions of this Ordinance.

51 **SECTION 4. Conflicts.** All prior ordinances or resolutions or parts thereof in conflict
52 herewith are hereby repealed to the extent of such conflict.

53 **SECTION 5. Effective Date.** This Ordinance shall become effective immediately upon
54 passage on second reading.

55 Passed on the first reading, this ____ day of _____, 2010.

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57 Passed on the second reading, this ____ day of _____, 2010.

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ORDINANCE 2010-19

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Mayor Roseann Minnet

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First Reading

Second Reading

Mayor Minnet

Vice-Mayor Dodd

Commissioner Clotney

Commissioner Sasser

Commissioner Vincent

71 Attest:

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73

Town Clerk June White, CMC

75 (CORPORATE SEAL)

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77 Approved as to form:

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Town Attorney, Susan L. Trevarthen

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Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT (this "Second Amendment") is entered into as of this ___ day of _____, 2010 by and between the **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation ("Town") and **CHOICE ENVIRONMENTAL SERVICES OF BROWARD, INC.**, a Florida corporation ("Contractor").

WITNESSETH:

WHEREAS, Town and Contractor (the "parties") entered into that certain Solid Waste, Bulk Waste, and Recycling Collection Services Agreement dated July 1, 2009 (the "Agreement") for the provision of solid waste, bulk waste, and recycling collection services; and

WHEREAS, the parties entered into an Amendment to the Agreement on September 22, 2009, which provided a rate structure for a 1 cubic yard dumpster and removed certain extraneous language on some exhibits to the Agreement, and desire to restate the terms of that Amendment herein; and

WHEREAS, Section 1.4 of the Agreement provides the Town an option to renew the Agreement upon provision of one hundred twenty (120) days notice prior to expiration on June 20, 2012, as provided therein; and

WHEREAS, the parties desire to provide for a longer notice period of one hundred eighty (180) days to assure a smoother handling of the renewal or transition process, and to further clarify language and procedures related to renewals; and

WHEREAS, Section 3.1 of the Agreement establishes the terms and conditions of Residential Solid Waste Collection Service for customers who use Containers; and

WHEREAS, the parties desire to amend the terms and conditions of Section 3.1 to provide flexibility to the multi-family customers using Containers, similar to the flexibility currently available under the Agreement to multi-family customers using Dumpsters and to single-family residential customers using Containers, and to further amend and reorganize these provisions to reflect how the Agreement has been implemented and for the parties' ease of administration; and

WHEREAS, Section 3.2.2 of the Agreement establishes the terms and conditions of Residential Bulk Waste Collection Service for multi-family customers who use Containers; and

WHEREAS, the parties desire to amend the terms and conditions of Section 3.2.2 to address the impacts of the changes to Section 3.1.2 on multi-family bulk service; and

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WHEREAS, with the input of CONTRACTOR, Town modified its Code of Ordinances to provide for optional use of Containers for solid waste and bulk waste collection service to mixed use properties, and the parties desire for the Agreement to be amended to add a new Section 3.9 addressing this amendment to the Code; and

WHEREAS, the parties desire to add a new Section 6.11 to provide procedures for the adoption of revised Exhibits to reflect adjustments in the rates due to disposal charges or due to changes in the Consumer Price Index; and

WHEREAS, the parties therefore wish to modify the Agreement in accordance with the terms and conditions set forth below, to accomplish the above purposes and to restate the terms of the prior Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement. Language being added to the Agreement is depicted in underlined text, and deleted language is ~~struck through~~.

2. Section 1.4 of the Agreement is hereby amended as indicated below:

1.4 OPTION TO RENEW

~~After the initial three (3) year period, this Agreement between the TOWN and CONTRACTOR may be renewed for one (1) additional three (3) years to a maximum of five (5) years period ("First Renewal Term") at the option of the TOWN. The TOWN shall notify the CONTRACTOR of its intent to exercise this renewal option or allow the Contract to terminate. Said notice shall be in writing and delivered not less than one hundred twenty (120) calendar days prior to the expiration date. In the event the TOWN notifies the CONTRACTOR of its intent to exercise this renewal option, the CONTRACTOR shall notify the TOWN in writing of its intent to accept or decline the renewal option offer and deliver the notice to the TOWN within twenty (20) calendar days of receipt by the CONTRACTOR. After the first Renewal Term, the TOWN shall have the option to renew for an additional term of a minimum of three (3) years to a maximum of five (5) years, and upon completion of that period, the TOWN shall again have the option to renew for an additional term of a minimum of three (3) years to a maximum of five (5) years. TOWN'S notices and CONTRACTOR'S responses shall adhere to the same notice and deadlines as those applicable to the First Renewal Term. In the event the Agreement is renewed for three (3) Renewal Terms, the TOWN may at the end of the final option term, either renegotiate the term and conditions of the Agreement with the current CONTRACTOR or request bids from qualified contractors to provide Solid Waste Collection, Bulk Waste Collection, and Recycling Services. This provision in no way limits the TOWN'S right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.~~

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(a) *Renewal Periods.* After the initial three (3) year period, this Agreement may be renewed for three (3) additional periods, each lasting between three (3) and five (5) years as shown in the following table.

Table 1 – Renewal Periods

Initial Term	Three (3) Years
First Renewal Term	Three (3) to Five (5) Years
Second Renewal Term	Three (3) to Five (5) Years
Third Renewal Term	Three (3) to Five (5) Years
Renegotiate Terms and Conditions or Request Bids from Qualified Contractors	To be determined

(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.

(c) *Final Renewal Term.* In the event the Agreement is renewed for three (3) Renewal Terms, the TOWN may, at the end of the final renewal term, either renegotiate the term and conditions of the Agreement with the current CONTRACTOR or request bids from qualified contractors to provide Solid Waste Collection, Bulk Waste Collection, and Recycling Services.

(d) *No Limits on Right of Termination.* This section in no way limits the TOWN'S right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.

3. Section 3.1 of the Agreement is hereby amended as indicated below:

3.1 RESIDENTIAL SOLID WASTE – GARBAGE AND TRASH

(a) *All Residential Solid Waste.* The CONTRACTOR is responsible to collect all Solid Waste in the Service Area.

(b) *Christmas Trees.* The CONTRACTOR shall collect Christmas Trees from all Residential Service Units at curbside at no additional cost to the Residential Service Unit or the TOWN. Christmas trees are not required to meet the size or bundling requirements.

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(c) Container Replacement. Upon notification from any Residential Service Unit to the CONTRACTOR that the CONTRACTOR damaged the customer's Container, the CONTRACTOR upon verification shall repair or replace the Container with the same item or an equivalent (i.e. capacity, wheels, lid, etc.), at the CONTRACTOR'S own expense, within two (2) Work Days.

3.1.1 Residential Solid Waste Collection Service Units – Single Family, Duplex–

(a) Frequency. The CONTRACTOR shall pick up, twice per week, at least three (3) days apart, an undefined amount of garbage and trash from each residential unit. Single Family Residential Service Units may suspend service in accordance with the requirements of the Town Code of Ordinances.

(b) Containers. Containers shall have a capacity of not greater than ninety-six (96) gallons, and not exceed fifty (50) pounds in weight. Containers provided by the CONTRACTOR shall meet accepted industry standards. CONTRACTOR will select the color of the Container.

(c) Composition of Solid Waste. ~~Trash Solid Waste shall be collected at curbside in eContainers. Trash will be placed at curbside, that are placed within three feet (3') of the street. Said items contained in eContainers must each be less than fifty (50) pounds in weight.~~

~~Branches, limbs, and other vegetative items at curbside more than six inches (6") in diameter, and three feet (3') in its longest dimension, and not easily contained in eContainers may shall be picked up as Bulk Waste. The CONTRACTOR is responsible to collect all Solid Waste in the Service Area.~~

(d) Placement of Containers. Containers brought to curbside by a resident, after being emptied by CONTRACTOR, will be returned by CONTRACTOR close to the place at curbside placed by the resident. Containers shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.

(e) Rates. The CONTRACTOR shall provide Collection Service at the approved rates included in the Rate Structure as shown in Exhibit 1.

(f) Number of Containers. CONTRACTOR will provide one (1) ninety-six (96) gallon wheeled container to each Residential Service Unit —~~Single Family, Duplex~~, unless a smaller size Container is requested by the Residential Service Unit and agreed upon by Contractor. In accordance with Town Code, Duplexes may share a common Container, provided it is of sufficient size to accommodate the joint usage without spillover.

~~Containers provided by the CONTRACTOR shall meet accepted industry standards. CONTRACTOR will select the color of the Container. The CONTRACTOR shall collect Christmas Trees from Residential Service Unit at curbside at no additional cost to the Residential Service Unity of the TOWN. Christmas Trees are not required to meet the size or bundling requirements.~~

~~3.1.1.1 Container Replacement— Upon notification from the Residential Service Unit to the CONTRACTOR that the CONTRACTOR damaged the customer's Container, the CONTRACTOR upon verification shall repair or replace the Container with the same item or an equivalent (i.e. capacity, wheels, lid, etc.), at the CONTRACTOR'S own expense, within two (2) Work Days.~~

~~3.1.1.2 (g) Residential Handicapped Collection Service. The CONTRACTOR shall provide off-street Collection for Solid Waste from Residential Service Units if (a) all adult~~

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occupants residing therein are handicapped, ~~and if (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. The Residential Service Unit shall notify the CONTRACTOR in writing of the requirement of off-street service.~~ No additional monies shall be due to the CONTRACTOR for the provisions of off-street service to handicapped customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the Contractor to the Residential Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Service Unit.

3.1.2 Residential Solid Waste Collection Service Units – Multi Family –

(a) Frequency. The CONTRACTOR shall pick up twice per week, at least three (3) days apart, an undefined amount of garbage and trash from each Residential Service Unit at curbside or a designated location.

(b) Containers. ~~Garbage Collection shall be collected in Containers.~~ Containers shall have a capacity of not greater than ninety-six (96) gallons, and not exceed fifty (50) pounds in weight. Containers provided by the CONTRACTOR shall meet accepted industry standards. CONTRACTOR will select the color of the Container.

(c) Composition of Solid Waste. Trash shall be collected at curbside in the ~~e~~Containers. ~~Trash will be placed at the curb, within three feet (3') of the street. Said items contained in eContainer must each be less than fifty (50) pounds in weight. Branches, limbs and other vegetative items more than six inches (6") in diameter, and three feet (3') in its longest dimension, and not easily contained in the eContainer may shall be picked up as Bulk Waste. The CONTRACTOR is responsible to collect all Solid Waste in the Service Area.~~

(d) Placement of Containers. Containers, after being emptied by CONTRACTOR, will be returned by CONTRACTOR close to the place at curbside placed by the resident. Containers shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.

(e) Number of Containers. CONTRACTOR shall provide one (1) ninety-six (96) gallon Container for each Residential Service Unit if requested, to accommodate the Solid Waste Collection needs of the Residential Service Units—Multi-Family. CONTRACTOR may reduce total units numbers of eContainers if, collection is easily contained in a lesser number of than required eContainers. The CONTRACTOR shall provide the number of Containers necessary for efficient and sanitary services based on the reasonable request of an authorized representative of the Residential Service Units, in accordance with the following:

(i) A "reasonable request" shall be made at least thirty (30) days prior to the desired date of pick-up or delivery of Containers.

(ii) A "reasonable request" shall be defined as any request for a number of Containers sufficient for efficient and sanitary services. Regardless of the actual number of Containers sufficient for efficient and sanitary services, the Residential Service Units must pay the rate for the number of Containers equaling at least fifty percent (50%) of the number of residential dwelling units. If fifty percent (50%) is not a whole number, the minimum number of Containers will be rounded down; for example, eleven (11) residential dwelling units may request no fewer than five (5) Containers.

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(iii) A reasonable request may be made up to two (2) times per fiscal year for free. Additional requests to have Containers picked up or delivered may be made, but shall require payment of a fee. The fee shall be twenty-five dollars (\$25) for the first four (4) Containers to be picked up or delivered; additional Containers may be requested to be picked up or delivered for a fee of fifteen dollars (\$15) each.

~~Containers provided by the CONTRACTOR shall meet accepted industry standards and be provided at the CONTRACTOR'S expense. TOWN will select the color of the Container. The CONTRACTOR shall provide the number of ninety-six (96) gallon Containers necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Residential Service Units.~~

(f) Rates. The CONTRACTOR shall provide Collection Service at the approved rates included in the Rate Structure as shown in Exhibit 2.

~~the CONTRACTOR shall collect Christmas Trees from Residential Service Units at no additional cost to the Residential Service Unit or the TOWN. Christmas Trees are not required to meet the size or bundling requirements.~~

3.1.3. Residential Dumpster Collection Service

(a) Number and Size; Frequency of Pickup. The CONTRACTOR shall provide the sizes and numbers of Dumpsters necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Residential Service Units. ~~The CONTRACTOR shall provide the Dumpsters at the approved rates.~~ Dumpsters shall be picked up as frequently as volume demands, but not less than twice per week, at least three (3) days apart. The customer and the CONTRACTOR shall mutually agree upon the size and frequency of pick-up of Dumpsters. The CONTRACTOR shall notify customer if it is deemed necessary to increase service, and notify the TOWN of their intention to do so. Any dispute between customer and CONTRACTOR shall be resolved by TOWN.

(b) Rates. The CONTRACTOR shall provide Dumpster Collection Service at the approved rates included in the Rate Structure as shown in Exhibit 3.

(c) Dumpsters. Dumpsters provided by the CONTRACTOR shall meet accepted industry standards. ~~The CONTRACTOR shall maintain dumpsters as necessary to maintain efficient and sanitary services, shall maintain dumpsters. The CONTRACTOR shall notify customer if it is deemed necessary to increase service, and notify the TOWN of their intention to do so. The CONTRACTOR shall collect Christmas Trees from Residential Service Units at no additional cost to the Residential Service Unit or the TOWN. Christmas Trees are not required to meet the size or bundling requirements.~~

4. Section 3.2.2 of the Agreement is hereby amended as indicated below:

3.2.2 Residential Bulk Waste Collection Service Unit – Multi Family – The CONTRACTOR shall pick up, once per month, an undefined amount the equivalent of up to one (1) cubic yard of Bulk Waste multiplied by the number of Containers from each the Residential Service Units, on the same day and in conjunction with the regular Solid Waste Residential Collection Service. For example, if a 11 unit Multi Family property has five (5) Containers, the CONTRACTOR shall collect up to five (5) cubic yards of Bulk Waste.

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The CONTRACTOR shall pick up Bulk Waste on one of the normal Solid Waste Collection days, but in no instance more than twenty-four (24) hours after ~~the~~ a regularly scheduled pick up day. Bulk Waste must be generated by the customer and placed at curbside or a designated location. Bulk Waste includes all Solid Waste Collection items not picked up by the rear-loaded garbage truck, and excludes Special Waste items, and Contractor-Generated demolition and construction materials, and Contractor-Generated vegetative waste.

5. Section 3.9 is hereby added to the Agreement, to read as follows:

3.9 MIXED USE PROPERTIES

3.9.1 Defined - The following terms are defined for purposes of this subsection 3.9 only:

(a) Mixed-use property is defined as a property, which may contain more than one parcel or premises, containing both residential and non-residential uses. For the purposes of solid waste collection under this section, the non-residential uses shall not involve food sales or service.

(b) Small mixed-use property is defined as a mixed-use property with a total area of 6,000 square feet or less.

(c) Large mixed-use property is defined as a mixed-use property with a total area of greater than 6,000 square feet.

3.9.2 Solid Waste and Bulk Waste Container Service - As an alternative to the use of Dumpsters, property owners and tenants of mixed use properties may arrange for Solid Waste and Bulk Waste Collection as follows:

(a) Small mixed-use property option. The property owner or the single tenant of a small mixed-use property may arrange for a residential container that will also serve the non-residential use(s). Such owner or tenant shall be charged the residential container rate in those cases where the garbage from the entire property can be accommodated in one residential container, without spillover. In the event an additional container(s) is (are) required, it (they) shall be provided at the commercial container rate applicable to similar volumes of garbage. Bulk waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly, upon request at the next regularly scheduled pickup.

(b) Large mixed-use property option.

i. Property owners. The property owner of a mixed-use property in excess of a total area of 6,000 square feet may arrange for a single or multiple commercial containers that will also serve the residential use of the property, if the container(s) is (are) of sufficient size to accommodate the joint usage without spillover. Such owner shall be charged the commercial container rate. Bulk waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly upon request at the next regularly scheduled pickup.

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ii. Tenants. The tenant of a mixed-use property in excess of a total area of 6,000 square feet, who leases both non-residential space and a residential dwelling on the property, may arrange for a single commercial container to serve both his or her residential and non-residential garbage disposal needs, if the container is of sufficient size to accommodate the joint usage without spillover. Such owner shall be charged the commercial container rate. Bulk waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly upon request at the next regularly scheduled pickup.

3.9.3 Other Requirements. Mixed Use Properties opting to use Containers shall be governed by the following:

(a) Christmas Trees. The CONTRACTOR shall collect Christmas Trees from mixed use properties at curbside at no additional cost to the properties or the TOWN. Christmas trees are not required to meet the size or bundling requirements.

(b) Container Replacement. Upon notification from any mixed use property to the CONTRACTOR that the CONTRACTOR damaged the customer's Container, the CONTRACTOR upon verification shall repair or replace the Container with the same item or an equivalent (i.e. capacity, wheels, lid, etc.), at the CONTRACTOR'S own expense, within two (2) Work Days.

(c) Containers. Containers shall have a capacity of not greater than ninety-six (96) gallons, and not exceed fifty (50) pounds in weight. Containers provided by the CONTRACTOR shall meet accepted industry standards. CONTRACTOR will select the color of the Container.

(d) Composition of Solid Waste. Solid Waste shall be collected at curbside in Containers, within three feet (3') of the street. Said items contained in Containers must each be less than fifty (50) pounds in weight. Branches, limbs, and other vegetative items at curbside more than six inches (6") in diameter, and three feet (3') in its longest dimension, and not easily contained in Containers may be picked up as Bulk Waste.

(e) Placement of Containers. Containers brought to curbside by a customer, after being emptied by CONTRACTOR, will be returned by CONTRACTOR to the place at curbside placed by the customer. Containers shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement.

6. Section 6.11 is hereby added to the Agreement, to read as follows:

6.11 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Exhibits to the Agreement stating the rates to be charged under this Agreement may change annually to reflect changes in the Disposal Charge and in the Consumer Price Index, as provided in Sections 6.6 and 6.8. If a proposed change based on the Consumer Price Index is approved by the Town Manager or designee, then such change may be reflected on a revised Exhibit without adoption of an amendment to this Agreement by the Town Commission. If a proposed change is based on the Disposal Charge, then the revised Exhibit shall be approved by the Town Commission in form of an amendment to the Agreement.

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7. Exhibit 1 to the Agreement is hereby amended and restated as indicated on the attached Revised Exhibit 1, and Exhibit 1.1 is hereby adopted for the 2010 fiscal year.

8. Exhibit 2 to the Agreement is hereby amended and restated as indicated on the attached Revised Exhibit 2, and Exhibit 2.1 is hereby adopted for the 2010 fiscal year.

9. Exhibit 3 to the Agreement is hereby amended and restated as indicated on the attached Revised Exhibit 3, and Exhibit 3.1 is hereby adopted for the 2010 fiscal year.

10. Exhibit 4 to the Agreement is hereby amended and restated as indicated on the attached Revised Exhibit 4 and Exhibit 4.1 is hereby adopted for the 2010 fiscal year.

11. Exhibit 7 to the Agreement is hereby amended and restated as indicated on the attached Revised Exhibit 7 and Exhibit 7.1 is hereby adopted for the 2010 fiscal year.

12. Exhibit 10 to the Agreement is hereby amended and restated as indicated on the attached Revised Exhibit 10 and Exhibit 10.1 is hereby adopted for the 2010 fiscal year.

13. Exhibit 11 to the Agreement is hereby deleted, as indicated on the attached Exhibit 11, because the TOWN did not award an exclusive franchise for this service and the Exhibit is therefore obsolete.

14. In the event of any conflict or ambiguity between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement as previously amended, the terms and provisions of this Second Amendment shall control.

15. Except as otherwise specifically set forth herein, the Agreement is hereby ratified and affirmed, and shall remain unmodified and in full force and effect in accordance with its terms.

16. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this Second Amendment shall have the same force and effect as an original hereof.

IN WITNESS WHEREOF the parties have executed this Second Amendment as of the date first set forth above.

CONTRACTOR:

TOWN:

CHOICE ENVIRONMENTAL SERVICES
OF BROWARD, INC., a Florida corporation

TOWN OF LAUDERDALE-BY-THE-SEA,
a Florida municipal corporation

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

By: _____

Name: _____

Title: _____

By: _____
Roseann Minnet, Mayor

Attest: _____
June White, CMC Town Clerk

Approved as to Form and
Legal Sufficiency:

Town Attorney, Susan L. Trevarthen

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Revised Exhibit 1

RESIDENTIAL COLLECTION SERVICES

Effective July 1, 2009

The following rates for Residential Collection services include Solid Waste, Bulk Waste, and Recycling Services.

RESIDENTIAL COLLECTION SERVICES UNIT SINGLE FAMILY/DUPLEX		
EXHIBIT 1		
1. Solid Waste Collection (Unlimited 2x week)	\$3.98	/Unit/Mo
2. Recycling Collection (Unlimited 1x week)	\$1.99	/Unit/Mo
3. Bulk Waste Collection (Unlimited 2x week)	\$1.05	/Unit/Mo
4. Disposal Rate	\$10.90	/Unit/Mo
5. Recycling Rate	\$No Charge	/Unit/Mo
6. Unlimited Recycling Bin Distribution and Replacement as needed	\$No Charge	/Unit/Mo
7. One 96 Gallon Solid Waste Container Distribution per Residential Unit and replacement as needed	\$No Charge	/Unit/Mo
8. MONTHLY SERVICE RATE	\$17.92	/Unit/Mo

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Exhibit 1.1

RESIDENTIAL COLLECTION SERVICES

Effective October 1, 2010

Monthly Rates for Single Family and Duplex		
	Service	Per Unit Per Month
1.	Solid Waste Collection (unlimited volume, twice a week pickup)	\$3.99
2.	Recycling (unlimited volume, once per week pickup)	\$2.00
3.	Bulk Collection (unlimited volume, once per month pickup)	\$1.05
4.	Disposal Rate	\$10.98
	Monthly Service Rate	\$18.02
Note:	The monthly service rate includes the following services:	
	A. Unlimited recycling bin distribution and replacement as needed.	
	B. One 96 gallon solid waste container distribution per residential unit and replacement as needed.	

The above rates reflect the increase in accordance with the 2009 Collection Agreement by the amount of the June-June CPI and 2010 increase in Tipping Fees as show in Table 2.

Table 2 – Increase to 2009 Rates

Component	% of Increase
Collection	0.3%
Disposal	0.7%
Total Increase	0.5%

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Revised Exhibit 2

RESIDENTIAL COLLECTION SERVICES

Effective July 1, 2009

The following rates for Residential Collection services include Solid Waste, Bulk Waste, and Recycling Services.

RESIDENTIAL COLLECTION SERVICES UNIT MULTI FAMILY		
EXHIBIT 2		
1. Solid Waste Collection (Unlimited 2x week)	\$4.65	/Unit/Mo
2. Recycling Collection (Unlimited 1x week)	\$2.32	/Unit/Mo
3. Bulk Waste Collection (Unlimited 2x week)	\$.50	/Unit/Mo
4. Disposal Rate	\$10.90	/Unit/Mo
5. Recycling Rate	\$No Charge	/Unit/Mo
6. Unlimited 96 Gallon Recycling Container Distribution and Replacement as needed	\$No Charge	/Unit/Mo
7. Sufficient 96 Gallon Container Distribution and Replacement as needed	\$No Charge	/Unit/Mo
8. MONTHLY SERVICE RATE	\$18.37	/Unit/Mo

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Exhibit 2.1

MULTIFAMILY CARTS COLLECTION SERVICES

Effective October 1, 2010

Monthly Rates for Multifamily Utilizing Carts		
	Service	Per Unit Per Month
1.	Solid Waste Collection (unlimited volume, twice a week pickup)	\$4.66
2.	Recycling (unlimited volume, once per week pickup)	\$2.33
3.	Bulk Collection (unlimited volume, once per month pickup)	\$.50
4.	Disposal Rate	\$10.98
	Monthly Service Rate	\$18.47
Note:	The monthly service rate includes the following services:	
	A. Unlimited recycling bin distribution and replacement as needed.	
	B. One 96 gallon solid waste container distribution per residential unit and replacement as needed.	

The above rates reflect the increase in accordance with the 2009 Collection Agreement by the amount of the June-June CPI and 2010 increase in Tipping Fees as show in Table 2.

Table 2 – Increase to 2009 Rates

Component	% of Increase
Collection	0.3%
Disposal	0.7%
Total Increase	0.5%

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Revised Exhibit 3

RESIDENTIAL DUMPSTER COLLECTION SERVICES

Effective July 1, 2009

The following rates are for Residential Collection Services Utilizing Dumpsters.

Residential Dumpster Service Monthly Rates

EXHIBIT 3

Pick-Ups Per Week	1 Cubic Yard	2 Cubic Yards	3 Cubic Yards	4 Cubic Yards	6 Cubic Yards	8 Cubic Yards
2	\$199.80	\$246.81	\$370.22	\$485.39	\$542.98	\$658.16
3	\$313.75	\$370.22	\$555.32	\$703.41	\$777.45	\$913.20
4	\$418.32	\$493.62	\$715.75	\$888.52	\$987.24	\$1,118.87
5	\$522.91	\$617.03	\$848.41	\$1,069.51	\$1,141.50	\$1,316.32
6	\$606.57	\$715.75	\$981.07	\$1,184.69	\$1,258.73	\$1,579.58
7	\$683.26	\$806.25	\$1,101.39	\$1,324.55	\$1,425.33	\$1,785.26

Rate includes dumpster rental, maintenance, rollout, and disposal.

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Exhibit 3.1

RESIDENTIAL DUMPSTER COLLECTION SERVICES

Effective October 1, 2010

Monthly Rates for Multifamily Utilizing Dumpsters						
Pick-Ups Per Week	1 Cubic Yard	2 Cubic Yards	3 Cubic Yards	4 Cubic Yards	6 Cubic Yards	8 Cubic Yards
2	\$200.64	\$247.92	\$371.77	\$487.43	\$545.26	\$660.92
3	315.07	371.77	557.65	706.36	780.72	917.04
4	420.08	495.69	718.76	892.25	991.39	1,123.57
5	525.11	619.62	851.97	1,074.00	1,146.29	1,321.85
6	609.12	718.76	985.19	1,189.67	1,264.02	1,586.21
7	686.13	809.64	1,106.02	1,330.11	1,431.32	1,792.76

Rate includes dumpster rental, maintenance, rollout, and disposal.

The above rates reflect the increase in accordance with the 2009 Agreement by the amount of the June-June CPI and 2010 increase in the Tipping Fee as shown in Table 2.

Table 2 - Increases to 2009 Rates			
	Applies to % of Total	% Increase	
CPI =	70%	0.3%	
Disposal =	30%	0.7%	
Total		0.42%	Overall Percentage Increase

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Revised Exhibit 4

COMMERCIAL DUMPSTER COLLECTION SERVICES

Effective July 1, 2009

The following rates are for Commercial Collection Services Utilizing Containers and Dumpsters.

Commercial Dumpster Service Monthly Rates

EXHIBIT 4

Pick-Ups Per Week	96 Gallons Each	1 Cubic Yard	2 Cubic Yards	3 Cubic Yards	4 Cubic Yards	6 Cubic Yards	8 Cubic Yards
2	\$74.23	\$220.17	\$259.80	\$389.70	\$510.94	\$571.56	\$692.80
3	\$111.34	\$330.25	\$389.70	\$584.55	\$740.43	\$818.37	\$961.26
4	\$148.46	\$440.34	\$519.60	\$753.42	\$935.28	\$1,039.20	\$1,177.76
5	\$185.57	\$550.42	\$649.50	\$893.06	\$1,125.80	\$1,201.58	\$1,385.60
6	\$215.26	\$638.49	\$753.42	\$1,032.71	\$1,247.04	\$1,324.98	\$1,662.72
7	\$242.48	\$719.22	\$848.68	\$1,159.36	\$1,394.26	\$1,500.35	\$1,879.22

Rate includes dumpster rental, maintenance, rollout, and disposal.

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Exhibit 4.1

COMMERCIAL DUMPSTER COLLECTION SERVICES

Effective October 1, 2010

Monthly Rates Commercial Dumpster Service							
Pick-Ups Per Week	96 Gallons Each	1 Cubic Yard	2 Cubic Yards	3 Cubic Yards	4 Cubic Yards	6 Cubic Yards	8 Cubic Yards
2	\$74.54	\$221.09	\$260.89	\$391.34	\$513.09	\$519.73	\$695.71
3	111.81	331.64	391.34	587.01	743.54	821.81	965.30
4	149.08	442.19	521.78	756.58	939.21	1,043.56	1,182.71
5	186.35	552.73	652.23	896.81	1,130.53	1,206.63	1,391.42
6	216.16	641.17	756.58	1,037.05	1,252.28	1,330.54	1,669.70
7	243.50	722.24	852.24	1,164.23	1,400.12	1,506.65	1,887.11

Rate includes dumpster rental, maintenance, rollout, and disposal.

The above rates reflect the increase in accordance with the 2009 Agreement by the amount of the June-June CPI and 2010 increase in the Tipping Fee as shown in Table 2.

Table 2 - Increases to 2009 Rates			
	Applies to % of Total	% Increase	
CPI =	70%	0.3%	
Disposal =	30%	0.7%	
Total		0.42%	Overall Percentage Increase

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Revised Exhibit 7

EMERGENCY PREPAREDNESS PLAN

Effective July 1, 2009

The following rates are for services to be provided under the Emergency Preparedness Plan. All service rates proposed on this page shall be fixed through May 31, 2010, and reflect service requirements as specified in the Agreement and the Emergency Preparedness Plan.

EQUIPMENT/TOOL/VEHICLE TYPE (INCLUDE OPERATOR AND LABOR COST)	HOURLY RATE	DAILY RATE (8 HOURS)
Boom Truck (Self Loader) & Operator with CDL Driver	\$250.00	\$2,000.00
Roll Off Truck & Operator with CDL Driver	\$198.00	\$1,500.00
Rear Load Truck & Operator with CDL Driver and Helper	\$250.00	\$2,000.00
Wheel Loader 644 or equivalent & Operator	\$250.00	\$2,000.00
D-6 Dozers or equivalent & Operator	\$250.00	\$2,000.00
Bobcat Loader or equivalent & Operator	\$200.00	\$1,500.00
Rubber Tired Backhoe	\$200.00	\$1,500.00
Project Manager with Truck	\$125.00	\$950.00
Safety Superintendent with Truck	\$125.00	\$950.00
Service Truck & Maintenance Technician	\$125.00	\$950.00
Laborers	\$50.00	\$380.00

Cost for Vegetative cleanup and transport to disposal site. \$20.00 _____
Include equipment, tools, vehicles, and operator and labor costs. (cubic yard)

Cost for C&D debris cleanup and transport to disposal site. \$25.00 _____
Include equipment, tools, vehicles, and operator and labor costs. (cubic yard)

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Exhibit 7.1

EMERGENCY PREPAREDNESS PLAN

Effective June 1, 2010

The following rates are for services to be provided under the Emergency Preparedness Plan. All service rates proposed on this page shall be fixed through May 31, 2011, and reflect service requirements as specified in the Agreement and the Emergency Preparedness Plan.

EQUIPMENT/TOOL/VEHICLE TYPE (INCLUDE OPERATOR AND LABOR COST)	HOURLY RATE	DAILY RATE (8 HOURS)
Boom Truck (Self Loader) & Operator with CDL Driver	\$250.00	\$2,000.00
Roll Off Truck & Operator with CDL Driver	\$198.00	\$1,500.00
Rear Load Truck & Operator with CDL Driver and Helper	\$250.00	\$2,000.00
Wheel Loader 644 or equivalent & Operator	\$250.00	\$2,000.00
D-6 Dozers or equivalent & Operator	\$250.00	\$2,000.00
Bobcat Loader or equivalent & Operator	\$200.00	\$1,500.00
Rubber Tired Backhoe	\$200.00	\$1,500.00
Project Manager with Truck	\$125.00	\$950.00
Safety Superintendent with Truck	\$125.00	\$950.00
Service Truck & Maintenance Technician	\$125.00	\$950.00
Laborers	\$50.00	\$380.00

Cost for Vegetative cleanup and transport to disposal site. ~~\$20.00~~ \$20.00 cubic yard
Include equipment, tools, vehicles, and operator and labor costs. (~~cubic yard~~)

Cost for C&D debris cleanup and transport to disposal site. \$25.00 cubic yard
Include equipment, tools, vehicles, and operator and labor costs. ~~-(cubic yard)~~

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Revised Exhibit 10

COMMERCIAL COMPACTED DUMPSTER COLLECTION SERVICES

Effective July 1, 2009

The following rates are for Commercial Collection Services Utilizing Compacted Dumpsters.

Commercial Compacted Dumpster Service Monthly Rates

EXHIBIT 10

Pick-Ups Per Week	2 Cubic Yards	3 Cubic Yards	4 Cubic Yards	6 Cubic Yards	8 Cubic Yards
2	\$519.60	\$779.40	\$510.94	\$1,143.12	\$692.80
3	\$779.40	\$1,169.10	\$740.43	\$1,636.74	\$961.26
4	\$1,039.20	\$1,506.84	\$935.28	\$2,078.40	\$1,177.76
5	\$1,299.00	\$1,786.13	\$1,125.80	\$2,403.15	\$1,385.60
6	\$1,506.84	\$2,065.41	\$1,247.04	\$2,649.96	\$1,662.72
7	\$1,697.36	\$2,318.72	\$1,394.26	\$3,000.69	\$1,879.22

Rate includes dumpster rental, maintenance, rollout, and disposal.

Compactors may be obtained from any source provided that the compactor must be of the type that can be serviced by the CONTRACTOR'S equipment.

Residential Units utilizing compacted Dumpster Collection Services will be charged the monthly rates identified above.

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Exhibit 10.1

COMMERCIAL COMPACTED DUMPSTER COLLECTION SERVICES

Effective October 1, 2010

Monthly Rates for Commercial Compacted Dumpster Service					
Pick-Ups Per Week	2 Cubic Yards	3 Cubic Yards	4 Cubic Yards	6 Cubic Yards	8 Cubic Yards
2	\$521.78	\$782.67	\$513.09	\$1,147.92	\$695.71
3	\$782.67	\$1,174.01	\$743.54	\$1,643.61	\$965.30
4	\$1,043.56	\$1,513.17	\$939.21	\$2,087.13	\$1,182.71
5	\$1,304.46	\$1,793.63	\$1,130.53	\$2,413.24	\$1,391.42
6	\$1,513.17	\$2,074.08	\$1,252.28	\$2,661.09	\$1,669.70
7	\$1,704.49	\$2,328.46	\$1,400.12	\$3,013.29	\$1,887.11

Rate includes dumpster rental, maintenance, rollout, and disposal.

Compactors may be obtained from any source provided that the compactor must be of the type that can be serviced by the CONTRACTOR'S equipment.

Residential Units utilizing compacted Dumpster Collection Services will be charged the monthly rates identified above.

The above rates reflect the increase in accordance with the 2009 Agreement by the amount of the June-June CPI and 2010 increase in the Tipping Fee as shown in Table 2.

Table 2 - Increases to 2009 Rates			
	Applies to % of Total	% Increase	
CPI =	70%	0.3%	
Disposal =	30%	0.7%	
Total		0.42%	Overall Percentage Increase

Exhibit A

SECOND AMENDMENT TO SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT

Exhibit 11 COMMERCIAL ROLL-OFF COLLECTION SERVICES

The following Cost Proposal form is for Commercial Collection Services Utilizing Roll-Off(s). All service rates proposed on this form shall be fixed through September 30, 2009, as specified in the Agreement.

Roll-Off Collection Service Monthly Rates

EXHIBIT 11

Size of Roll-Off in Cubic Yards	Delivery Charge	Container Charge per Week	Pick-up and Disposal Cost	Total Charge per week
10	\$0.00	\$25.00	\$250.00	\$275.00
20	\$0.00	\$25.00	\$340.00	\$365.00
30	\$0.00	\$25.00	\$425.00	\$450.00
40	\$0.00	\$25.00	\$495.00	\$520.00
50	\$0.00	\$25.00	\$580.00	\$605.00

~~\$2,215 LBTS validated divided by 5 = Bid Price \$443 LBTS validated.~~
(The formula for computing a bid price on the above chart is to add the numbers in the Total Charge per week column together, divide that number by 5, which will equal the Bid Price.)

Calculate "Total Charge per week" with one (1) delivery charge, one (1) container charge, and one (1) pick-up and disposal charge.

All blocks must be filled in with a price. Any block not filled in will be considered non-responsive. N/A is not an acceptable response.

Rate includes rental, maintenance, roll-off, and disposal.

NOV 30 2010

TOWN MANAGER

Poinciana 4630, Inc.

4630 POINCIANA STREET • LAUDERDALE-BY-THE-SEA • FLORIDA • 33308

TO: CHOICE ENVIRONMENTAL
ATTN: MR. GRANT SMITH
CHIEF ADMINISTRATIVE OFFICER
P.O. BOX 22796
FORT LAUDERDALE, FL. 33335

NOV. 22, 2010

DEAR MR. SMITH,

FOR ALMOST A YEAR AND A HALF PAST, SINCE THE ONSET OF THE CONTRACT WITH CHOICE STARTING JULY 1, 2009, WE HAVE BEEN PAYING \$ 330.58 PER MONTH FOR 18 CONTAINERS WE HAVE NOT USED. WE HAVE NEVER USED OR NEEDED MORE THAN 2 CONTAINERS ALL YEAR. NEEDLESS TO SAY, THIS IS A UNECESSARY EXPENSE AND A TREMENDOUS STRAIN ON OUR EXPENSE BUDGET.

WE UNDERSTAND A PROPOSED AMENDMENT TO BE ADDRESSED AT THE DECEMBER 7, 2010 L-B-T-SEA MEETING WOULD REVISE THE RATE STRUCTURE FOR OUR COMPLEX WHICH COULD REASONABLY REDUCE OUR MONTHLY BILL.

WE URGE YOU TO APPROVE OF THIS AMENDMENT WHICH WOULD HELP TO CORRECT THE INEQUITY.

THANK YOU FOR YOUR SUPPORT IN THIS MATTER.

SINCERELY,

POINCIANA 4630, INC.

Ron Rogliano

RON ROGLIANO, TREASURER

c.c. MAYOR ROSEANN MINNET, VICE MAYOR STUART DODD, COMM. SCOT SASSER, COMM. BIRUTE ANN CLOTTEY, COMM. CHRIS VINCENT, TOWN MGR. CONNIE HOFFMAN, ASST. TOWN MGR. BUD BENTLY