

RESOLUTION 2003-71

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE ASSIGNMENT OF THE COLLECTION AND DISPOSAL OF SOLID WASTE AGREEMENT WITH BFI TO WASTE MANAGEMENT, INC. OF FLORIDA, A FLORIDA CORPORATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO PREPARE NECESSARY MODIFICATIONS TO THE AGREEMENT FOR THE PURPOSE OF SATISFYING THE ASSIGNMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the first year of the Town's incorporation, Broward County provided an assessment and solid waste collection and disposal services for the Town area; and

WHEREAS, on June 24, 2002, the Town Council adopted Ordinance 2002-8 for the establishment of a Solid Waste Assessment Ordinance; and

WHEREAS, on July 10, 2002, the Town Council adopted Resolution 2002-59 approving the Collection and Disposal of Solid Waste Agreement with BFI; and

WHEREAS, said agreement with BFI also included a provision under "Section 40 Assignment and Subletting" that specifically related to the assignment of the agreement, if necessary; and

WHEREAS, Section 40 of the agreement specifies that there can only be an assignment upon the written approval of the Town Council; and

WHEREAS, Section 40 of the agreement specifies that the assignee (Waste Management, Inc. of Florida, A Florida Corporation) shall fully assume all liabilities of BFI and shall continue the service levels currently included within the agreement; and

WHEREAS, BFI notified the Town in writing that they would like to assign the agreement to Waste Management, Inc. of Florida, a Florida Corporation, effective October 1, 2003; and

WHEREAS, the Town Administrator met with Waste Management, Inc. of Florida, A Florida Corporation, and was assured that the service levels provided within the agreement would be honored and continued; and

WHEREAS, the Town Administrator recommends that the Town Council grant written approval of the assignment being requested by BFI.

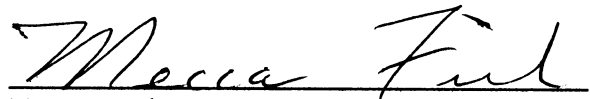
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

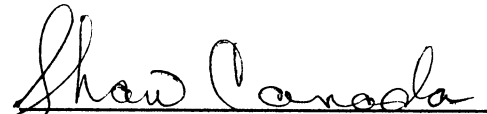
Section 2: The Town Council hereby authorizes the Town Administrator to prepare the appropriate documentation to provide the written approval from the Town Council for the assignment of the Collection and Disposal of Solid Waste Agreement from BFI to Waste Management, Inc. of Florida, a Florida Corporation, as of October 1, 2003.

Section 3: Effective Date. This Resolution shall be effective immediately upon its adoption.

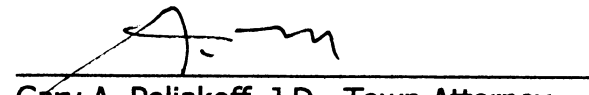
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of September 2003.


Mecca Fink, Mayor

Attest:


Shari Canada, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (this "Assignment") is made this day of October 22, 2003, between BFI Waste Systems of North America, Inc., a Delaware corporation ("Assignor"), and Waste Management Inc. of Florida, a Florida corporation ("Assignee").

RECITALS

A. Assignor is a party to that certain Franchise Agreement for Solid Waste and Recycling Collection and Disposal Franchise Agreement dated October 1, 2002 (the "Contract") by and between Assignor and the Town of Southwest Ranches, a municipal corporation of the State of Florida ("Customer") whereby Assignor provides waste collection, transportation and/or disposal services for Customer (the "Services").

B. Assignor desires to assign the Contract to Assignee in accordance with the terms and conditions set forth below.

TERMS AND CONDITIONS

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Effective as of the closing (the "Closing") of the purchase by Assignee or its affiliates of the operations referred to as "BFI Waste Services of Fort Lauderdale" as contemplated by that certain Asset Purchase Agreement by and among Assignor, Assignee and certain of their respective affiliates (the "Purchase Agreement"), Assignor hereby assigns to Assignee all of Assignor's rights, title and interests in, to and under the Contract. Effective as of Closing, Assignee hereby agrees to perform all of Assignor's obligations under the Contract to the extent, and only to the extent, such obligations first accrue and are required to be performed subsequent to the completion of the Closing (provided that such obligations did not arise as a result of a breach by Assignor of the Contract on or prior to the Closing or a breach of Assignor's or its affiliates' representations, warranties, covenants and agreements under the Purchase Agreement). Except as set forth in the preceding sentence, Assignee is not assuming or agreeing to perform any obligations or liabilities under the Contract.

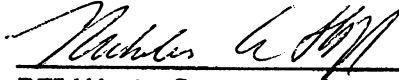
2. The terms of this Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns.

3. This Assignment may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument. Facsimile signatures shall be effective as original signatures with regard to this Assignment. Each party represents to the other that the execution and delivery of this Assignment by such party have been properly authorized and that all signatures hereon are genuine.

4. Notwithstanding anything herein to the contrary, in the event that the purchase transaction referenced in paragraph 1 above fails to close, this Assignment shall be of no force and effect.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first written above.

Assignor



BFI Waste Systems of North America, Inc

Assignee



Waste Management Inc of Florida

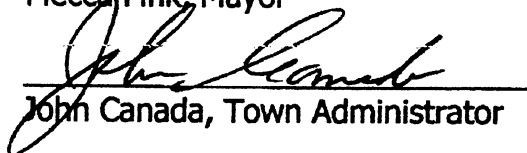
CONSENT TO ASSIGNMENT

This Consent to the aforesaid Assignment and Assumption of the Franchise Agreement between the Town of Southwest Ranches and BFI Waste Systems of North America, Inc., dated October 1, 2002, to Waste Management, Inc. of Florida, is given in accordance with the requirement of Section 40 of said Franchise Agreement, and is expressly conditioned upon Waste Management, Inc. of Florida agreeing to fulfill all the terms and conditions of the Franchise Agreement. In addition, this Consent is given in reliance upon the representations made by Tony Spadaccia of Waste Management, Inc. of Florida at the Town Council Meeting of Wednesday, September 10, 2003, that Waste Management, Inc. of Florida would utilize the "claws" to pick up large bulk piles as part of its weekly bulk trash pick-up.

Town of Southwest Ranches



Mecca Fink, Mayor



John Canada, Town Administrator

Attest:



Shari Canada, Town Clerk

Approved as to form and correctness:



Gary Poliakoff, P.A. Town Attorney

803933_1.DOC