

RESOLUTION NO. 2010 - 022

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING (MOU) AMONG BROWARD COUNTY, THE BROWARD SOLID WASTE DISPOSAL DISTRICT, WHEELABRATOR SOUTH BROWARD, INC. AND WHEELABRATOR NORTH BROWARD INC. PROVIDING THAT THIS RESOLUTION SHALL BE BINDING ONLY UPON APPROVAL OF AN ADDITIONAL RESOLUTION APPROVING A NEW INTERLOCAL AGREEMENT FOR THE BROWARD SOLID WASTE DISPOSAL DISTRICT.

WHEREAS, the agreements relating to the operation of the Wheelabrator factories and the Interlocal Agreements with the participating municipalities are about to expire; and

WHEREAS, the parties desire to extend the term of the Agreement; and

WHEREAS, as an inducement to extend the term of the Agreement, Wheelabrator has agreed to give all participating municipalities their pro-rata share of \$12,000,000 based upon each municipality's fiscal year 2008 tonnage; and

WHEREAS, preliminary numbers show that the Town of Southwest Ranches would be eligible to receive \$68,000.00 for agreeing to execute this non-binding Memorandum of Understanding and entering into an extended agreement; and

WHEREAS, the Town Council believe that the execution of this Memorandum of Understanding is in the best interest of the health, safety, and welfare of its residents.

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

Section 1: The Memorandum of Understanding (MOU) attached hereto reflects the material terms agreed to among Broward County, the Broward Solid Waste Disposal District, Wheelabrator South Broward, Inc. and Wheelabrator North Broward Inc., and forms the basis of an amended Service Agreement to replace the current Service Agreements between Broward County and Wheelabrator and all amended versions of same.

Section 2: The Town of Southwest Ranches, Florida, hereby approves the terms of the MOU attached hereto for a term of ten years from August 4, 2011, with an option for a ten (10) year extension by mutual agreement.

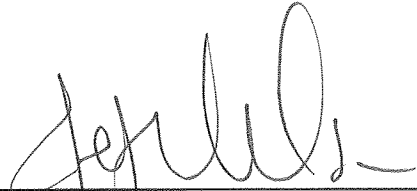
Section 3: This Resolution shall be binding only upon the passage of an additional resolution approving a new Interlocal agreement for the Broward Solid Waste Disposal District.

Section 4: The Town Clerk is hereby directed to send a certified copy of this resolution to the Resource Recovery Board and Broward County Board of County Commissioners.

Section 5: This Resolution shall become effective immediately upon its passage.


PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 3rd day of December 2009, on a motion by Council Member McKay and seconded by Vice Mayor Knight.

NELSON	<u>YES</u>	Ayes	5
KNIGHT	<u>YES</u>	Nays	0
BREITKREUZ	<u>YES</u>	Absent	0
FISIKELLI	<u>YES</u>	Abstaining	0
McKAY	<u>YES</u>		



Jeff Nelson, Mayor

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



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

ACTIVE: 2813347_1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (M.O.U.) dated this 1st day of September, 2009 is among Broward County (County), Broward Solid Waste Disposal District, a dependent special district of Broward County (District) and Wheelabrator South Broward Inc. and Wheelabrator North Broward Inc. (both hereinafter Wheelabrator). This M.O.U. reflects the material terms agreed to and negotiated by their respective staffs and forms the basis of an amended Service Agreement which will replace the Service Agreements between Broward County and Wheelabrator; and all amended versions of same along with amendments thereto (the Agreements). The Service Agreement shall include the following material terms:

- 1). The term shall be ten years from August 4, 2011, with a 10 year extension by mutual agreement.
- 2). The County, the District and the communities that are parties to the new interlocal agreement with the District will maintain the current flow control ordinances and system. The District, the County and the participating communities will agree to deliver all acceptable waste generated within the system, consistent with present practice (including the present exception for waste destined for out of state disposal) to the Wheelabrator Broward waste to energy facilities, but will not guarantee to deliver any minimum number of tons, provided the flow control ordinances remain in effect. If the flow control ordinances are no longer in effect then the District and the participating communities shall guarantee to deliver a minimum number of tons based on the historical deliveries of solid waste to the Wheelabrator facilities by such communities, as adjusted to reflect changes in law.
- 3). The County, the District and all participating contract communities agree to use best efforts to enforce the ordinances described in paragraph 2) above.
- 4). Wheelabrator will accept all waste generated in the system up to the present capacity at both the North and South plants. Wheelabrator and the District will mutually agree on how much waste is delivered to each plant.
- 5). Wheelabrator will have the right to accept waste -from any party other than the District provided (a) Wheelabrator shall divert such waste from the plants if necessary in order to accept District waste in accordance with paragraph 4 and (b) Wheelabrator shall not charge any non-District municipality-located within the County a service fee less than the service fee charged to the District.
- 6). Wheelabrator shall charge the District a service fee of \$49.75 a ton for each ton tipped at the North or South Plant. The service fee will escalate annually via a CPI/PPI index as described in Addendum A attached hereto. The service fee shall escalate annually by such index up to a maximum of 5% per year but no less than 1% per year. The first CPI/PPI adjustment shall take place on January 1, 2011, based upon the change in CPI/PPI from October, 2009 to January , 2011.
- 7). Property, real estate, sales taxes and all other non-income taxes shall be a direct pass through expense to the District. In the event of any inability to pass through such

taxes to the District the service fee shall be adjusted to reflect the portion of such taxes that Wheelabrator cannot pass through to the District or the District shall otherwise compensate Wheelabrator, in a manner reasonably satisfactory to Wheelabrator, for the financial impact to Wheelabrator of such event . Neither party shall be required to provide representations or warranties as to the enforceability of the pass through provision.

8). The service fee shall be adjusted for new capital costs, increased operating and maintenance costs or reduced revenues of Wheelabrator due to a change in law occurring after the date of the new service agreement. If Wheelabrator realizes any cost savings due to a change in law, the service fee shall be adjusted to reflect such savings. The adjustment to the service fee shall reflect a pro rata portion of such increased costs, reduced revenues or cost savings based on a fraction (a) the numerator of which is the average number of tons that the District delivered to the North and South facilities during the 1 year period prior to the date the change in law occurred and (b) the denominator of which is the total capacity of such facilities.

If the service fee increases by more than 40% from the prior year's service fee due to a change in law, the District may terminate the Service Agreement. If Wheelabrator has additional costs or reduced revenues due to a change in law that are not reimbursed by the District and such costs or revenue reductions are greater than 40% of the prior year's service fee, then Wheelabrator may terminate the service agreement.

9). Wheelabrator shall pay rent for the South waste to energy plant site at the rate of \$1,000,000.00 pursuant to an amendment to the present site lease for the South facility. Rent shall escalate yearly, subject to the same CPI/PPI adjustment as provided for in the service fee adjustment, with a minimum of 1% and a maximum of 5%. The first CPI adjustment shall be on January 1, 2011, based upon the change in CPI from October, 2009 to January, 2011.

The District shall pay Wheelabrator all costs with respect to the real property located at the South site (excluding the plant), including without limitation, all capital and operating costs of the ash monofil, that the County was obligated to pay during the initial term of the agreements with Wheelabrator that are presently in effect for the South plant; provided, however, any costs or credits for changes of law shall be determined pursuant to the formula in the previous paragraph.

10). The provision in the current Agreements that provides the County and/ or District disposal rights at the facilities at a discount to third party disposal prices if the Agreements are not renewed shall be deleted.

11). The District shall propose to reduce the tipping fees it charges participating contract communities to no more than \$12 a ton above the amount Wheelabrator charges the District.

12). The service agreement contemplated pursuant to this M.O.U. shall have an effective date of August 4, 2011. The service fee contemplated herein shall take effect on August 4, 2011 for all District waste delivered to both plants.

The District shall pay to Wheelabrator within 60 days from April 1, 2012 an amount equal to (a) the difference between the service fee for the period ended March 22, 2012 under the existing North site service agreement, and the service fee under the new service agreement (drafted pursuant to this M.O.U.) multiplied by (b) the actual deliveries by the District to the North facility during the period from August 4, 2011 to March 22, 2012. The District shall continue to make deliveries to the North facility consistent with the County's historical practice through March 22, 2012.

13. Wheelabrator's obligations under the new service agreement with the District are subject to the delivery to it, on or prior to August 4, 2011, of evidence reasonably satisfactory to it that the District has the authority and means to perform its obligations hereunder, including without limitation, (a) the adoption and implementation by the District and the County of an effective system for the enforcement of the rules of the District and (b) the District having or the County making available to the District the assets and personnel necessary to perform its obligations under the service agreement. Each of the District and the County shall use their best efforts to satisfy such conditions on or prior to such date.

14. Wheelabrator shall pay a bonus on August 4, 2011 directly to each community that approves this M.O.U., as provided in paragraph 18 below, and also, on or prior to June 30, 2010, enters into a new interlocal agreement with the District that reflects the terms hereof. The total bonus shall be \$12,000,000 and will be pro-rated for each community based on the proportion that its deliveries to the Wheelabrator plants bears to the total deliveries from the County/District to the Wheelabrator plants during the 12 months prior to August 4, 2011. Any community that does not approve this M.O.U. shall not be paid any bonus, and such portion of the \$12,000,000 remaining shall be paid by Wheelabrator to the District instead.

15. The terms within this M.O.U. shall not be considered binding as to the County and the District unless and until first approved by the Broward Resource Recovery Board, as the governing body of the District and the Broward County Board of County Commissioners.

16. The terms within this M.O.U. shall not be considered binding as to Wheelabrator until and unless first approved by the Board of Directors of Waste Management, Inc.

17. The terms contained within this M.O.U., if approved pursuant to paragraphs 15 and 16, shall remain in effect until January 1, 2010.

18. The parties agree that this M.O.U. shall be binding upon the County, the District, and Wheelabrator upon passage by January 1, 2010 of resolutions approving the terms contained herein by communities within the County whose deliveries of solid waste to the Wheelabrator plants represented at least 80% of the County's/District's historical deliveries to the plants. This M.O.U. shall be superseded by a service agreement to be negotiated between the District and Wheelabrator and an amended site lease for the South site which shall contain the terms contained herein.

If communities within the County whose deliveries of solid waste to the Wheelabrator plants represented at least 80% of the County's/District's historical deliveries to the plants have not (a) approved this M.O.U. by January 1, 2010, or (b) entered into a binding interlocal agreement with the District reflecting the terms hereof by June 30, 2010, this M.O.U. shall nevertheless be binding upon the County, the District, and Wheelabrator, including paragraph 14, unless 1). Wheelabrator terminates this M.O.U. by notifying the Executive Director of the Broward Solid Waste Disposal District within 60 days after the applicable date in clause (a) and (b) above. The notice shall be sent by certified mail or overnight courier to Ron Greenstein, the Executive Director of the Broward Solid Waste Disposal District at One North University Drive, Plantation, Florida 33324 or 2). The District terminates this M.O.U. by notifying Wheelabrator within 60 days after the applicable date in clause (a) and (b) above. This notice shall be sent by certified mail or overnight courier to Wheelabrator Technologies Inc., ATTN: General Counsel, 4 Liberty Lane West, Hampton, N.H. 03842.

For Wheelabrator South Broward Inc. *Dn Beavers* Date 072409

For Wheelabrator North Broward Inc. *Dn Beavers* Date 072409

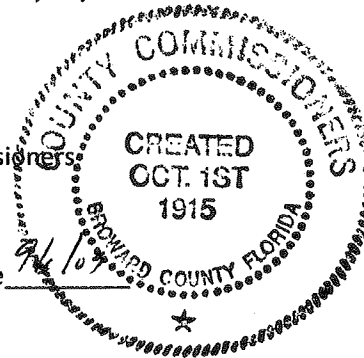
For The Broward Solid Waste Disposal District

Alan Lieberman Date 8/9/09

Chair, Resource Recovery Board

For Broward County Board of County Commissioners

Alvin F. White Date 8/10/09
Mayor



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Memo of Understanding between District & Wheelabrator

Dated 9/1/09

**(Basis for amended agreement to replace current
Service Agreements between County & Wheelabrator)**

SUMMARY OF TERMS:

1. 10-year term starting August 4, 2011, with one 10-year extension.
2. Current flow control ordinances/system maintained, with no minimum tonnage as long as current ordinances are in effect. If ordinances are not in effect, minimum tonnage based on historical deliveries must be guaranteed.
3. District and cities will use best efforts to enforce flow control ordinances.
4. System waste accepted to present capacity at plants; District & Wheelabrator decide amount per plant.
5. Non-District waste accepted provided District waste takes preference and tipping fee less than that charged to the District cannot be charged.
6. \$49.75/ton service fee. Will escalate annually thru CPI/PPI index (1-5%), with first adjustment on January 1, 2011 based on the change in CPI/PPI from 10/09-1/11.
7. Property, real estate, sales taxes and all other non-income taxes are a direct pass-thru expense to District (adjustment of service fee or other method of payment if unable to pass through).
8. Service fee will adjust due to new capital and increased O&M costs or reduced revenues/savings resulting from changes in law. The service fee adjustment will be pro-rated to account for non-ILA waste deliveries. District may terminate if more than 40% increase from prior year; Wheelabrator may terminate if costs/revenue reductions resulting from change exceed 40% of prior year's service fees.
9. Wheelabrator pays \$1 million annual rent for South plant site in accordance with amendment to current lease; rent escalates annually thru CPI/PPI index (1-5%), with first adjustment on January 1, 2011 based on the change in CPI/PPI from 10/09-1/11.

District pays Wheelabrator all costs associated with real property (excluding plant) including without limitation all operating and capital costs of the ash monofill.

10. Deletes provision in current agreement regarding discounted disposal rights in case of non-renewal .

11. District proposes tip fee for cities be reduced to \$12/ton above fee charged to District by Wheelabrator.
12. Anticipated effective date of new Service Agreement and service fee: August 4, 2011.
District to pay the existing service fee to Wheelabrator for deliveries to the North Plant until that plant's contract expiration date of 3/22/12.
13. Wheelabrator's obligations under new service agreement subject to delivery of evidence of District's authority and means to perform its obligations, by August 4, 2011, which includes without limitation:
 - Adoption and implementation by the District and County of an effective system of enforcement of the District's rules.
 - The District having or the County making available to the District the assets and personnel necessary to perform its contractual obligations.The District and County to each use best efforts to satisfy these conditions by 8/4/11.
14. Wheelabrator provides pro-rated share of \$12 million bonus to cities approving MOU by January 1, 2010 and entering new ILA with District by June 30, 2010, based on proportion of deliveries during 12 months prior to August 4, 2011. Cities not approving the MOU will not receive any bonus funds. Remaining funds will go to District.
15. MOU binding to County and District upon RRB and Commission approval.
16. MOU binding to Wheelabrator upon approval by Board of Directors of Waste Management, Inc.
17. MOU terms remain in effect until January 1, 2010.
18. MOU binding to all parties upon passage by January 1, 2010 of resolutions by communities representing 80% of County's/District's historical deliveries to plants. Remains binding upon the County, the District and Wheelabrator even if the 80% level is not reached unless the District or Wheelabrator terminates the MOU by 60 day notice to the other party.

MOU will be superseded by a service agreement to be negotiated between the District and Wheelabrator and an amended site lease for South site which shall contain the terms in the MOU.

Table 1-1. Summary of Net Cost to the Municipality

Facility	Base Service Fee (\$/ton) ²	Cost of Ownership per Ton of Waste (\$/ton)	Ash Disposal Fee (\$/ton) ³	Net Service Fee (\$/ton)	Other Costs (\$/ton) ⁴	Municipality's Electricity Revenue (\$/ton)	Net Cost to Municipality (\$/ton)
	A	B	C	D = A + B + C	E	F	G = D + E + F
Broward County^{5,6}	\$49.75	n/a	n/a⁷	\$49.75	\$3.92⁸	\$0.00⁹	\$53.67
Hillsborough County	\$26.89	\$59.81	\$3.48	\$90.18	\$1.25 ¹⁰	(\$38.11) ¹¹	\$53.32
Lake County ¹²	\$45.28	n/a	\$5.63	\$50.91	\$1.72	(\$5.82) ¹³	\$46.81
Lee County	\$34.11	\$91.78	\$4.46	\$130.34	\$8.19 ¹⁴	(\$33.71) ¹⁵	\$104.83
Miami-Dade County	\$43.34	\$13.13	\$0.00 ¹⁶	\$56.47	\$0.00	(\$13.55) ¹⁷	\$42.92
Palm Beach County ¹⁸	\$33.00	\$78.23	\$3.42 ¹⁹	\$114.65	\$0.00	(\$32.09) ²⁰	\$82.56
Pinellas County ²¹	\$19.08 ²²	\$35.29	\$1.93 ²³	\$56.30	\$3.50 ²⁴	(\$11.93) ²⁵	\$47.87
Tampa McKay Bay	\$60.75	\$47.84	\$9.68	\$118.27	\$3.57	(\$24.05)	\$97.79

² Base Service fee include only O&M costs, unless noted.

³ Cost for the operation and maintenance of ash disposal facilities or the cost for paying for the disposal of ash.

⁴ Other costs include those costs incurred by the municipality that may be pass through costs. Where information was available on these costs, it was included in the analysis.

⁵ Net Service Fee based on the draft MOU.

⁶ It should be noted that the Net Cost to Municipality does not take into consideration the \$1 million rental fee that will be paid by Wheelabrator to the County for the South Broward facility or the Tonnage Threshold Rebate of \$500,000 in any year for the District delivering over 1 million tons.

⁷ The cost of disposing ash is included in the Net Service Fee of \$49.75/ton of waste processed.

⁸ Cost for the expansion of the ash monofill (\$9.7 million for construction and \$0.9 million for engineering and permitting) with a 12 year payback period based on the extended life of the landfill at a 5 percent interest rate. The annual cost was then divided by the annual tons of waste processed. This cost also includes \$3.19/ton of reimbursable taxes that will be paid by the District to Wheelabrator under the MOU.

⁹ Wheelabrator will retain 100 percent of the electricity revenue.

¹⁰ Other pass through costs, which include insurance, sales taxes and utilities, are valued at \$500,000 annually.

¹¹ 90% of the electricity revenue is retained by the County.

¹² Lake County is the only other privately owned facility in Florida besides the two Broward County facilities.

¹³ The County receives 10% of the electricity revenue.

¹⁴ Other pass through costs for Lee County include insurance, testing, chemicals, and total utilities.

¹⁵ 90% of the electricity revenue is retained by the County.

¹⁶ No information was available at the time of this analysis.

¹⁷ 50% of the electricity revenue is retained by the County.

¹⁸ Palm Beach County entered into a new amended and re-negotiated agreement with their operator in early 2007. The deal included a new base processing fee and a revenue sharing approach which will become effective October 1, 2009. The values listed herein are reflective of this new deal.

¹⁹ Based on an ash disposal cost of \$12/ton of ash disposed converted to \$/ton of waste processed.

²⁰ 100% of the electricity revenue is retained by the County.

²¹ Pinellas County entered into a new agreement with Veolia Environmental Systems in 2007, which included a 17 year contract that ends in 2024.

²² The base service fee in FY 2007 was \$17.41 and was escalated through FY 2009 to \$19.08.

²³ Based on an ash disposal cost of \$7.70/ton of ash disposed converted to \$/ton of waste processed.

²⁴ Other pass through costs includes normal chemical reagents such as urea, carbon, etc.

²⁵ The Municipality/Operator energy split is 90/10 for Pinellas County includes up to 350,000 MW. After 350,000 MW the split is revised to a 60/40 split. Estimated based on 2007 data to portray a typical year as 2008 data incorporated CIP projects and insurable events that took place resulting in turbine generators being shut down.



Broward County, FL
Waste & Recycling Services
Tonnages to the WTE Plants by

City	FY 2000 Tonnage	FY 2001 Tonnage	FY 2002 Tonnage	FY 2003 Tonnage	FY 2004 Tonnage	FY 2005 Tonnage	FY 2006 Tonnage	FY 2007 Tonnage	FY 2008 Tonnage
ILA TONNAGES:									
Coconut Creek	26,995.36	28,134.79	30,588.36	33,060.48	35,003.71	34,515.59	34,614.36	34,363.42	33,661.67
Cooper City	19,367.00	13,594.06	16,464.88	20,883.89	22,747.29	22,133.95	23,188.74	21,072.36	23,891.84
Coral Springs	98,484.54	95,933.82	98,331.06	102,243.65	109,067.26	109,118.90	111,410.70	101,519.97	96,379.04
Davie	72,183.43	75,071.50	79,762.87	80,196.15	80,933.53	86,815.93	96,415.80	115,939.86	96,146.47
Deerfield Beach	50,063.73	50,453.24	49,828.59	53,242.32	56,386.09	68,179.94	74,561.83	70,838.45	64,825.36
Fort Lauderdale	219,516.28	205,596.37	204,840.99	203,134.75	203,358.82	208,502.70	217,912.90	196,414.28	190,981.56
Hillsboro Beach	1,885.94	1,966.15	2,122.66	2,160.63	2,099.79	2,076.64	2,694.52	2,332.85	1,975.68
Hollywood	124,737.06	97,937.37	106,202.27	103,278.92	134,952.43	130,567.18	141,315.66	130,873.97	115,906.04
Lauderdale by the Sea	4,196.02	3,705.95	4,336.04	5,827.66	5,595.02	7,027.61	8,399.24	8,122.13	6,824.63
Lauderdale Lakes	16,988.02	14,902.46	16,865.75	20,144.25	24,477.56	24,121.82	24,234.35	22,279.37	22,621.39
Lauderhill	36,455.94	35,477.78	35,021.14	39,082.55	41,566.54	42,482.03	45,197.62	43,841.36	40,945.40
Lazy Lake	-	-	-	8.28	-	-	6.11	-	-
Lighthouse Point	10,518.06	11,952.74	10,548.37	10,923.52	11,214.15	11,207.74	12,987.28	10,375.60	9,087.31
Margate	43,112.42	39,092.16	40,432.02	40,455.25	42,298.01	43,796.94	45,382.69	38,440.95	37,268.50
Miramar	44,054.62	41,915.70	32,886.15	52,303.45	57,976.27	59,843.13	64,716.42	70,085.75	67,896.11
North Lauderdale	16,317.63	19,362.47	20,910.55	21,429.41	26,859.68	26,660.67	26,698.17	26,025.09	23,157.17
Oakland Park	36,341.15	35,833.09	37,129.79	37,462.85	38,503.88	38,712.03	43,830.83	41,579.22	39,535.52
Pembroke Park	149.37	2,212.76	5,294.64	8,929.56	9,396.52	7,393.55	7,714.70	4,806.38	5,658.68
Plantation	64,511.72	65,385.97	60,896.27	62,136.71	60,768.85	64,019.21	64,750.01	57,081.63	58,106.83
Sea Ranch Lakes	-	-	18.42	672.89	1,291.15	437.76	758.14	648.01	1,198.77
South West Ranches	-	145.48	4,375.06	7,041.31	8,088.36	7,673.99	8,312.02	7,122.52	6,402.23
Sunrise	63,934.07	63,497.14	66,521.52	70,891.14	77,147.42	78,800.79	84,182.35	80,642.55	75,196.19
Tamarac	31,674.07	27,082.46	34,277.32	36,008.85	36,052.47	35,065.25	35,007.16	34,521.53	33,064.45
Unincorporated	120,321.07	104,102.81	91,542.66	72,965.35	74,020.68	49,073.92	35,639.01	20,278.83	15,482.71
West Park	-	-	-	-	-	-	5,653.44	7,663.22	8,669.86
Weston	28,422.03	30,847.79	35,523.19	40,989.43	38,474.10	33,013.37	39,246.91	38,546.90	37,904.90
Wilton Manors	9,469.78	8,811.80	8,250.65	10,843.89	14,090.03	14,246.80	14,336.79	12,346.07	11,256.34
	1,139,699.26	1,073,015.84	1,092,971.19	1,136,317.12	1,212,369.60	1,205,487.44	1,269,167.75	1,197,762.27	1,124,044.65

* Based on origins provided by WTE City Tonnage MASTER.xls

Broward County, FL - Waste & Recycling Services

Example Proration of Wheelabrator's Bonus to Members of the Broward Solid Waste Disposal District based on tonnages delivered to the Waste-to-Energy Plants (using FY08 tonnage for illustrative purposes)

City	Fiscal Year 2008 ⁽¹⁾		
	Tonnage ⁽²⁾	% of Total Tonnage	Estimated Amount ⁽³⁾
Coconut Creek	33,661.670	2.99%	\$ 359,362.98
Cooper City	23,891.840	2.13%	255,062.89
Coral Springs	96,379.040	8.57%	1,028,916.85
Davie	96,146.470	8.55%	1,026,433.99
Deerfield Beach	64,825.360	5.77%	692,058.20
Fort Lauderdale	190,981.560	16.99%	2,038,868.05
Hillsboro Beach	1,975.680	0.18%	21,091.83
Hollywood	115,906.040	10.31%	1,237,381.88
Lauderdale by the Sea	6,824.630	0.61%	72,857.92
Lauderdale Lakes	22,621.390	2.01%	241,499.91
Lauderhill	40,945.400	3.64%	437,122.14
Lazy Lake	-	0.00%	-
Lighthouse Point	9,087.310	0.81%	97,013.69
Margate	37,268.500	3.32%	397,868.54
Miramar	67,896.110	6.04%	724,840.71
North Lauderdale	23,157.170	2.06%	247,219.75
Oakland Park	39,535.520	3.52%	422,070.64
Pembroke Park	5,658.680	0.50%	60,410.55
Plantation	58,106.830	5.17%	620,332.97
Sea Ranch Lakes	1,198.770	0.11%	12,797.75
South West Ranches	6,402.230	0.57%	68,348.49
Sunrise	75,196.190	6.69%	802,774.41
Tamarac	33,064.450	2.94%	352,987.22
Unincorporated	15,482.710	1.38%	165,289.29
West Park	8,669.860	0.77%	92,557.11
Weston	37,904.900	3.37%	404,662.57
Wilton Manors	11,256.340	1.00%	120,169.67
	1,124,044.650	100.00%	\$ 12,000,000.00

NOTES:

(1) Proration is on the FY 2008 tonnage from 10/01/07 through 09/30/08.

(2) Based on origins provided by licensed haulers during the period indicated.

(3) In accordance with the Memorandum of Understanding, the actual bonus of \$12 million will be prorated based on total deliveries during the 12 months prior to August 4, 2011.