

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1837.07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING THE TRANSFER OF THE CONTRACT FOR THE COLLECTION AND DISPOSAL OF HOUSEHOLD RECYCLING MATERIALS BETWEEN BFI WASTE SYSTEMS OF NORTH AMERICA, INC. AND THE TOWN OF GOLDEN BEACH TO WASTE SERVICES, INC.; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE CONSENT TO THE TRANSFER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, BFI Waste Systems of North America, Inc., has requested that the Town of Golden Beach give written consent to the transfer of the contract for recycling household materials to Waste Services, Inc.; and

WHEREAS, Sec 4.01 (a) (2) of the Town Charter authorizes the Mayor to execute all contracts or other obligations on behalf of the Town as approved by the Council; and

WHEREAS, the request for transfer has been presented to the Town Council for consideration;

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL FO THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

**Section 1.** That the written consent for transfer of the contract dated February 14, 1994 between BFI Waste Systems of North America, Inc. and the Town of Golden Beach, for collection and disposal of household recyclable materials, to Waste Services, Inc. a wholly-owned subsidiary of BFI Waste Systems of North America, Inc., is hereby approved. The Assignment is attached to and made a part of this Resolution.

**Section 2.** That the Mayor is authorized and directed to execute the written consent to the transfer referenced in this Resolution.

**Section 3. Severability.** That the provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

**Section 4. Conflict.** That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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**Section 5. Effective Date.** That this Resolution shall become effective immediately upon approval of the Town Council.

The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Councilmember Einstein and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Bernstein	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Lusskin	<u>Aye</u>
Councilmember Rojas	<u>Aye</u>

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach this 8<sup>th</sup> day of March, 2007.

  
\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

  
\_\_\_\_\_  
TOWN CLERK ELIZABETH SEWELL

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
\_\_\_\_\_  
STEPHEN HELFMAN  
TOWN ATTORNEY

Resolution No. 1837.07



January 26, 2007

Ms. Bonilyn Wilbanks-Free  
Town Manager  
Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, Florida 33160

RE: Contract Assignment

Dear Manager Wilbanks-Free,

As you may have already heard or read in the media, BFI Waste Systems of North America, Inc., doing business as Allied Waste Services, has entered into a purchase agreement with Waste Services of Florida, Inc. to sell its assets in Miami-Dade County, Florida. WASTE SERVICES, INC. (WSI) is a multi-regional, integrated solid waste services company, providing collection, transfer, landfill disposal and recycling services for commercial, industrial and residential customers in the United States and Canada. WSI currently service approximately 5.5 million customers, own and operate seven landfills and operate 15 transfer stations. In Florida alone, WSI operates 12 Hauling Companies, 9 transfer stations, 6 Material Recycling Facilities (MRF) and 4 landfills. WSI is the second largest waste management company in Florida with expected revenues of \$280 million in 2007.

Acquiring the Miami-Dade County operations will significantly expand the company's Florida operations. These assets include a hauling company, transfer station and materials recovery facility, as well as the company's rights and obligations under its agreement with you.

We are respectfully requesting assignment of BFI's contract with the Town of Golden Beach for the Collection of Residential Recycling. Pursuant to the terms of the agreement, we are submitting to you the enclosed Consent to Assignment and Assumption of Contract for your signature. Please note

that, although the parties have executed the purchase agreement, the closing is contingent on various conditions, including regulatory approvals. Accordingly, we have indicated on the enclosed Consent that it is conditioned upon the closing. In other words, if the closing does not occur for any reason, the Consent is void and the agreement will not be assigned.

There is additional financial reports and investor information available on WSI's website <http://www.wasteservicesinc.com> . If you have any questions, please feel free to contact me at (305) 694-7212. We value your business and appreciate your assistance with this matter.

Sincerely,



Jeanmarie Manze Massa  
Manager, Governmental Service


Enclosure:

**CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT**

The undersigned hereby consents to the assignment of that certain Agreement, dated February 14, 1994 (the "Contract"), between the undersigned and BFI Waste Systems of North America, Inc., a Delaware corporation ("Assignor"), as successor to Industrial Waste Service, Inc., a Florida corporation d/b/a Community Recycling, to Waste Services of Florida, Inc., a Delaware corporation ("Assignee"), and the assumption by Assignee of the obligations thereunder. This consent, and the assignment and assumption contemplated hereby, shall not be effective unless and until the closing of the transactions contemplated by that certain Asset Purchase Agreement, dated July 19, 2006, by and among Assignor, Assignee and certain other parties identified therein (the "Purchase Agreement"). Notwithstanding anything herein to the contrary, in the event that the transactions contemplated by the Purchase Agreement fail to close, this consent shall be of no force and effect and the Contract shall not be assigned to Assignor. This consent is given pursuant to Section 14 of the Contract.

Dated: MARCH 8, 2007

Town of Golden Beach,  
a Florida municipal corporation

By:   
Its: \_\_\_\_\_