

ORDINANCE NO. 2003-43

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DISPOSAL AGREEMENT BETWEEN REUTER RECYCLING OF FLORIDA, INC. AND THE CITY OF POMPANO BEACH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That a Disposal Agreement between Reuter Recycling of Florida, Inc. and the City of Pompano Beach, Florida, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2: That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 8th day of April, 2003.

PASSED SECOND READING this 22nd day of April, 2003.



KAY MCGINN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
3/26/03
L:ord/2003-127

DISPOSAL AGREEMENT

This Disposal Agreement made as of April 22nd, 2003, by and between REUTER RECYCLING OF FLORIDA, INC. , 20701 Pembroke Road, Pembroke Pines, Florida 33029, a Florida corporation ("Reuter") and the City of Pompano Beach, Florida, a municipal corporation ("City").

WHEREAS, Reuter presently operates a resource recovery facility and transfer station at its Pembroke Pines facility ("Reuter Facility") and has contractual and business rights to utilize facilities at Recycle America at Pompano Beach, FL ("RA-Pompano") for processing Curbside Recyclables and Central Landfill at Pompano Beach, FL ("Central") for disposal of Solid Waste (collectively, the "Facilities") ; and

WHEREAS, Reuter agrees to accept for disposal Acceptable Waste from City (as hereinafter defined) which is delivered to the Reuter Facility, RA-Pompano or Central, as the case may be. by City or its Designated Hauler on the terms and conditions hereinafter set forth.

WHEREAS, City and Reuter desire to enter into this Disposal Agreement in replacement of that certain Solid Waste Disposal Agreement dated 1988 (the SWDA") which is hereby terminated as to City.

NOW, THEREFORE, in consideration of the material covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term - The term of this Agreement shall commence on 15th September 2003 and shall continue through 15 September 2022. Upon expiration of the original term, this Agreement may be renewed for additional terms by mutual written agreement of the parties.

2. Definitions -

a) "Acceptable Waste" means Curbside Recyclables and non-hazardous Solid Waste (Class I and Class III) that does not require the Facilities to incur any handling costs in excess of those attributable to Class I Solid Waste and each which shall be expressly authorized pursuant to any and all laws, regulations, authorizations, permits, contracts, registrations and notices of intent (and any related applications), registrations, notices of intent and any administrative orders or agreements ("Authorizations"), at the Facilities hereunder. Acceptable Waste shall not contain any regulated quantity of (i) infectious waste; (ii) Hazardous Waste, (iii) or other waste which is required by governmental authority or by its general nature to be handled or disposed of other than in accordance with the Facilities' normal operating procedures; or (iv) waste that does not strictly conform to the descriptions of waste materials that the Facilities are authorized to accept under their respective Authorizations. The Facilities, in their sole but reasonable discretion, shall have the right to reject or any material or any load containing material that does not conform to the definition of Acceptable Waste set forth herein.

b) "Hazardous Waste" means wasted listed, characterized, or designated as hazardous by the United States Environmental Protection Agency, pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq. as amended from time to time, and its implementing regulations, as well as by any analogous Florida statute or rules.

c) "Solid Waste" means non-hazardous and non-special municipal solid waste as defined in 62 F.A.C. 701.200 to the extent that such materials are of the type and consistency to be lawfully accepted at the Facility under applicable federal, state and local laws and regulations, and Authorizations.

d) "Class III solid waste" means Solid Waste that is composed of carpet, cardboard, paper, glass, plastic, furniture other than appliances (including White Goods- CFC and White Goods-Non-CFC), and other bulky materials.

e) "Class I solid waste" means Solid Waste that contains substantial amounts or is primarily of putrescible household and commercial, non-industrial waste generated in the ordinary course of business by office, retail and similar establishments.

f) "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

g) "Curbside Recyclables" means those materials, which are capable of being recycled and which, would otherwise be processed or disposed of as residential or commercial Solid Waste and which are collected by the City's Designated Hauler at curbside. These materials will be as defined by the City from time-to-time. Curbside Recyclables shall include, unless otherwise agreed by the parties, newsprint, clear, green, and brown glass containers, steel cans, aluminum beverage containers, #1 PETE, PVC#3, and #2 HDPE plastic containers.

h) "Authorizations" means those permits, licenses, registrations, approvals, certificates, contracts, credentials, warrants and authorizations issued by any applicable federal, state, and local governmental agency, body, jurisdiction or unit.

i) "White Goods -- CFC" means appliances or other devices that contain or may release freon or chlorofluorocarbons, including but not limited to refrigerators, freezers, air conditioning units, dehumidifiers.

j) "White Goods -- Non-CFC" means appliances that either are not designed to and do not contain freon or chlorofluorocarbons or have had same removed by an authorized, licensed and certified operator in compliance with all applicable laws and regulations and are duly tagged.

k) "Designated Hauler" means the hauler or haulers that collect Solid Waste and Curbside Recyclables or either of them on behalf of the City within the City limits of Pompano Beach, FL.

l) "Fiscal Year" means the twelve (12) month period commencing October 1 and ending September 30.

3. City's Delivery Obligations - City shall direct its Designated Hauler to deliver to the Facilities all Acceptable Waste generated within the City limits as follows: all Solid Waste to Central; all Curbside Recyclables to RA-Pompano. In case of a Force Majeure event, other emergency or the closure of one or more of the Facilities or suspension of acceptance of Acceptable Waste at one or more of the facilities, Reuter may require Acceptable Waste to be delivered to the Reuter Facility. Waste delivered to Central may be transferred for disposal at another landfill or solid waste management facility at no additional charge or cost to City. During the term of this Agreement Reuter guarantees disposal capacity within the Waste Management family of companies for the City's waste. City represents that it will take reasonable steps to enforce the delivery obligations set forth herein.

4. Schedules and Processing - Except as otherwise provided herein, Reuter shall accept and process all Acceptable Waste delivered or caused to be delivered by City. All deliveries shall be made by self-powered mechanical unloading vehicles. Vehicles may be weighed at the Facility. Vehicles may be reweighed after unloading to validate the true weight of the vehicles. At Reuter's option and in its sole discretion, it may utilize the listed capacity of the vehicle to determine quantity of materials delivered. The conversion from cubic yards to tons shall be determined by the average of the loads delivered to Reuter by City for the prior seven working days in which loads were delivered hereunder. City and City's Designated Hauler shall comply with all applicable federal, state and local safety and administrative rules and regulations as well as those promulgated by Reuter.

5. Billing and Payment - Reuter shall tender to the City or the City's Designated Hauler, as the case may be, a statement of the compensation due Reuter resulting from processing City's waste monthly. City or its Designated Hauler shall pay the statements in full within 30 days after receipt. City or its Designated Hauler shall pay interest on the unpaid balance at a rate of 1 1/2% per month not to exceed the highest lawful rate. Provided however, that invoices which are legitimately disputed by the City shall not be subject to interest while being disputed. Failure to make timely payment of undisputed invoices shall permit Reuter to suspend acceptance of material from City and/or terminate this Agreement pursuant to Section 9 below, in addition to all other rights and remedies Reuter may have at law or in equity.

6. Rate - City or its Designated Hauler, as the case may be, shall pay Reuter Sixty Six and 82/100 Dollars (\$66.82) per ton of Acceptable Waste delivered to the Facilities. Notwithstanding the above, Curbside Recyclables generated within the City and delivered to RA-Pompano shall be accepted at no charge.

Such rates are exclusive of all Fees, transportation and royalties, which shall be borne by City. "Fees" means all federal, state, local or other similar charges related to the handling or disposal of Solid Waste, recyclable materials or other materials governed by this Agreement which are imposed by law, ordinance, regulation or other agreement.

7. Adjustment to Rate.

a) The rate set forth in Section 6 shall be adjusted automatically as of October 1 of each Fiscal Year of the term of this Disposal Agreement (the "Adjustment Date") by adding to the then current Fiscal Year's rate the amount obtained by multiplying such current rate by the average change, expressed as a percentage, of the following two indices as determined as follows:

(1) From the latest Producer (Wholesale) Price Index for Durable Goods for the region including Broward County, as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, as available 180 days prior to the expiration of the Fiscal Year immediately preceding the Adjustment Date, subtract the amount of such index for the same date in the next preceding Fiscal year. The difference shall be expressed as a percentage.

(2) The change, expressed as a percentage, for said period in the Consumer Price Index --All Urban Consumers (CPI-U) for the region including Broward County, as determined and recorded by said Bureau of Labor Statistics, shall be similarly calculated.

The percentage change of each of the foregoing indices so determined shall be added together. The sum of those numbers shall then be divided by two to determine the average change, expressed as a percentage, of the two indices (the "Average Change"). The rate shall be adjusted by seventy-five percent (75%) of the Average Change for each Fiscal Year during the term of this Disposal Agreement. Notwithstanding the foregoing, if the Average Change is a negative number, the Average Change shall first be reduced by twenty-five percent (25%) to exclude labor costs from the calculation before applying the foregoing percentages. For example, if the Average Change for the Fiscal Year ending September 30, 2003 is a negative 4%, the Average Change shall first be reduced by 1% (i.e. 25% of 4%) before calculating the adjustment to the rate described above. Under that example, the then current rate would be multiplied by the product of 75% and 3%, and the rate would be reduced by the resulting amount.

In the event that either or both of said indices shall no longer be available during the term of this Disposal Agreement, the parties hereto shall mutually select a replacement index or indices as required, provided that any such replacement shall, in the best judgment of the parties, be as nearly the same as the replaced index or indices.

The rate provided for in this section shall be calculated and established by Reuter at least 150 days preceding the beginning of each Fiscal Year and shall be effective for the next ensuing Fiscal Year. The first such adjustment shall be effective October 1, 2004, based on the Average Change for the period January 1, 2003 through September 30, 2003.

b) In addition, Reuter may request the City to adjust the rate based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The City

shall be entitled to audit Reuter's financial and operational records directly related to Reuter's request in order to verify the increase in costs and the reasons therefor.

Upon the receipt of such information, the City promptly shall review the information and, within thirty (30) days of such receipt, shall respond to Reuter in writing, stating whether it agrees or disagrees with the its request. The City shall use its reasonable discretion in considering the request under this provision, and may grant the request in whole or in part or may deny the request in its entirety. The City may impose reasonable conditions on any relief granted.

8. Force Majeure - The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

(a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, or civil disturbance;

(b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The failure to issue, suspension, termination, interruption, denial, or failure of renewal of any Permit or approval essential to the operation of one or more of the Facilities, provided that such failure does not arise from the Facilities' negligence or failure to comply with rules, regulations, permits or licenses;

(d) A Change in Law;

(e) The failure of any appropriate federal, State, County, or local public agency or private utility or similar entity having operational jurisdiction in the area in which the Landfill is located, to provide and maintain utilities, services, water and sewer lines, transportation or similar function and power transmission lines which are required for and essential to the operation of one or more of the Facilities;

(f) The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of the designated facility or any material portion or part thereof taken by the action of any federal, State or local governmental agency or authorities.

As a condition precedent to the right to claim excuse of performance, the party experiencing a Force Majeure event shall:

(a) Promptly notify the other party verbally; and

(b) As soon as practical, but in no event more than ten (10) days thereafter, prepare and deliver to the other party a Notice with a written description of (1) the commencement of the Force Majeure event, (2) its estimated duration impact on the party's obligations, under this Agreement.

Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause and resume performance under this Agreement. Additionally, either party shall provide prompt Notice to the other of the cessation of a Force Majeure event.

9. Termination for Default. If either party defaults in the performance of this Disposal Agreement for thirty (30) days after the other party has given the defaulting party written notice thereof, the non-defaulting party may elect to terminate this Agreement and/or pursue any other remedies at law or in equity with respect to such default. The rights of the non-defaulting party hereunder shall be in addition to, and not in substitution of, any rights it may have at law or in equity.

10. Notice. Notices shall be given hereunder by certified mail, return receipt requested, with postage prepaid thereon, or by private courier service requesting evidence of receipt as a part of its service, addressed to the parties at their respective addresses appearing below (or at such other address as may be designated in a notice pursuant hereto).

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed in that state. In the event of any litigation related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs related to the action.

13. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party which may be withheld in its sole discretion; provided, however, that Reuter may assign this Agreement to its parent or affiliated company without the consent of the City. An allowed assignment shall not relieve the assignor of liability hereunder. An assignment that is made or attempted without consent of the other party hereto is void and of no effect.

14. Successors. This Agreement shall inure to the benefit of and be binding upon the respective successors and allowed assigns of the parties.

15. Entire Agreement. This Agreement embodies the entire agreement of the parties as to the subject matter hereof. It may not be modified, varied, altered or discharged except by written agreement, signed by the parties hereto.

16. Waiver. Failure to enforce any provision hereof shall not constitute a waiver by either party and any such provision shall remain in full force and effect and may be asserted by either party at anytime during the period of this Agreement.

17. Severability. If any clause, provision or part of this Agreement is declared unenforceable or void, it shall not effect the enforceability of the balance of such clause, provision or part thereof, with the

Agreement as a whole.

18. Captions. The captions herein are solely for the convenience of the parties and shall not be used to modify, amplify, decrease or otherwise interpret the provisions herein.

19. Insurance. Reuter shall procure and maintain for the term of this Agreement and any extension thereof, the following insurance coverages:

Worker's Compensation	Coverage A	- Statutory
	Coverage B	- \$1,000,000
Automobile Liability	Bodily Injury	- \$1,000,000 each person - \$1,000,000 each accident
Property Damage		- \$1,000,000 each accident
Com. Gen. Liability	Bodily Injury	- \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage		- \$1,000,000 each occurrence - \$1,000,000 aggregate
Environmental Impairment		-\$1,000,000 aggregate
Umbrella coverage		-\$5,000,000 aggregate

The City represents and warrants that it is self-insured and such self-insurance provides coverage substantially similar to that provided by Reuter.

20. Representations and Warranties.

(a) If at any time City discovers any non-conforming waste or other materials, it shall promptly notify Reuter of any information it obtains or has obtained indicating that non-conforming waste or other materials was delivered. City's activities hereunder shall be in compliance with all applicable federal, state and local governmental laws, regulations, ordinances, licenses, permits, orders, directives and rules relating to the collection and transportation of Solid Waste.

(b) Reuter represents that the equipment and facilities provided by it to perform services are suitable to perform such services and that all personnel are trained in accordance with applicable laws and rules. Reuter shall perform all services in full compliance with all applicable federal, state and local governmental laws, regulations, ordinances, licenses, permits, orders, directives, and rules relating to collection, transportation and disposal of Solid Waste. Reuter shall dispose of all Acceptable Waste delivered to it within the Waste Management system of waste management facilities. Reuter represents and warrants that capacity within the Waste Management system for the City's Acceptable Waste shall be maintained throughout the term of this Agreement.

22. Indemnity.

(a) City shall cause its Designated Hauler indemnify and hold harmless Reuter and its affiliates, respective officers, directors and employees, from and against all liabilities, including without limitation strict liabilities arising under any federal, state or local laws or rules, including, without limitation, those relating to the environment, expenses (including but not limited to reasonable attorneys' fees and expenses of investigation and litigation), claims, damages, fines and penalties which any person or entity may at any time suffer or sustain or become liable for by reason of the delivery of any material that fails to conform to the definition of Acceptable Waste, including without limitation, violations of any applicable laws and rules, contamination or impacts upon the environment that violate applicable laws, rules, directives, orders or Authorizations, property damage, injuries resulting in death or injury to either persons or property, real or personal or both, of Reuter, its affiliates or the employees of any such party or to any other persons in any manner caused by or resulting from the acts, omissions or willful misconduct of City's Designated Hauler, including its contractors, or any employees or agents of such entities. City shall indemnify and hold harmless Reuter, its affiliates, respective officers, directors and employees, from and against all liabilities and expenses (including but not limited to reasonable attorneys' fees and expenses of investigation and litigation), claims, damages, fines and penalties which any person or entity may at any time suffer or sustain or become liable for by reason of or resulting from the breach of, misrepresentation in, untruth in, or known inaccuracy in any representation, warranty or covenant of City set forth in this Agreement. City's obligations hereunder shall be subject to its right to sovereign immunity and Ch. 768.28 F.S., as applicable. In the event that City delivers waste to the Facilities in its own trucks and with its own employees, the indemnification obligation set forth herein applicable to City's Designated Hauler shall apply to City.

(b) Reuter shall indemnify and hold harmless City and its affiliates, respective officers, directors and employees, from and against all liabilities, including without limitation strict liabilities arising under any federal, state or local laws or rules, including, without limitation, those relating to the environment, expenses (including but not limited to reasonable attorneys' fees and expenses of investigation and litigation), claims, damages, fines and penalties which any person or entity may at any time suffer or sustain or become liable for by reason of the improper disposal of any Solid Waste accepted by Reuter, including, without limitation, violations of any applicable laws and rules, contamination impacts upon the environment that violate applicable laws, rules, directives, orders or Authorizations, property damage, injuries resulting in death or injury to either persons or property, real or personal or both, of City and its affiliates or the employees of any such party or to any other persons in any manner caused by or resulting from the acts, omissions, or willful misconduct of Reuter, any designee or any entity engaged by Reuter, including Reuter's contractors, or any employees or agents of such entities or resulting from the breach of, misrepresentation in, untruth in, or known inaccuracy in any representation, warranty or covenant of Reuter set forth in this Agreement.

(c) Neither City nor Reuter as the case may be shall be liable for consequential, incidental or punitive damages. The indemnification obligations herein shall survive termination of this Agreement.

23. Title/Acceptance of Solid Waste.

(a) Title and risk of loss and responsibility to Acceptable Waste delivered to one of the Facilities by City or its Designated Hauler shall pass to Reuter at the time the waste material is removed from the delivery vehicle at such Facility. Title to waste material which does not conform to the definition of Acceptable Waste shall remain with City or its Designated Hauler, as the case may be, and shall not be deemed to pass to Reuter.

(b) City or its Designated Hauler shall tender Curbside Recyclables and Solid Waste to Reuter and Reuter shall accept Curbside Recyclables and Solid Waste pursuant to the terms of this Agreement. Curbside Recyclables and Solid Waste shall be considered accepted at the time the material is removed from City's or its Designated Hauler's vehicle at the receiving Facility. Acceptance of Curbside Recyclables and Solid Waste shall not impair, or operate as a waiver of any remedy available to Reuter, including revocation of acceptance in the event that the Curbside Recyclables and Solid Waste is later discovered to be nonconforming. Reuter may inspect, sample, analyze and test any Solid Waste; however, exercise or a failure to exercise such right shall not relieve the City or its Designated Hauler, as the case may be, of its indemnity or other obligations under this Agreement to deliver only Acceptable Waste.

(c) If City or its Designated Hauler delivers to one or more of the Facilities any material failing to conform to the definition of Acceptable Waste in this Agreement or to the requirements of any authorization or applicable government law, regulation, rule, directive or order, and if Reuter notifies City or its Designated Hauler, as the case may be, of the delivery of, and requests removal of such non-conforming materials, City or its Designated Hauler, as the case may be, shall make available to the applicable Facility, or cause to be made available to the Facility, within two (2) days of such notice, containers and vehicles suitable for transporting such non-conforming material and City shall thereafter remove, or cause to be removed, within three (3) days of such notice, such non-conforming material from the Facility in accordance with applicable laws and regulations.

(d) If at any time City or its Designated Hauler, as the case may be, shall learn that Solid Waste it delivered to a Facility was not Acceptable Waste, it shall promptly notify Reuter and provide the basis for its understanding.

24. Facility Operations.

(a) Subject to its operational requirements and other business needs, Reuter shall use reasonable discretion during the term of this Agreement to cause the applicable Facility, its transferees, contractors, and affiliates to be open for operation during the Facility's regular business hours. If the operating hours are restricted by a third party, then Reuter shall use its reasonable discretion to cause the Facility to be open for operation during such reduced hours. Reuter shall give City prompt notice of any attempt to restrict business hours. City acknowledges the right of Reuter to make and enforce reasonable safety rules and regulations as are necessary regarding the Solid Waste Facility and City and its Designated Hauler, will abide by such rules as established from time to time. Reuter shall furnish a copy of such rules and regulations upon request and notify City of any changes as they occur.

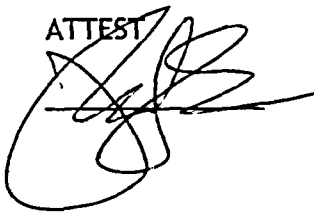
(b) Reuter shall cause to be furnished and reasonably maintained during the term of this Agreement internal access roads to the Facilities so as not to cause damage to

vehicles of City or its Designated Hauler beyond normal wear and tear customary to accepted industry standards. If any vehicles of City or its Designated Hauler entering a Facility become incapacitated or unable to move on the Facility premises for causes other than those attributable to the condition of the access roads, Reuter may, but shall have no obligation to, provide assistance in moving the vehicle, all at the sole cost and expense of City or its Designated Hauler, as the case may be. In such circumstances, City and its Designated Hauler, as the case may be, agrees that Reuter shall have no liability for damage to any incapacitated vehicle or property resulting from rendering such assistance.

25. Payment by Reuter. Reuter shall pay to the City on an annual basis commencing on September 15 of the year following the execution of this Agreement by all parties, the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) as a rebate for delivering or causing to be delivered all Solid Waste and Curbside Recyclables generated within the City (the "Annual Rebate"). The Annual Rebate shall be subject to adjustment by the change in CPI as set forth in Section 7. Reuter's obligation to make this payment shall cease on September 15, 2022, or on such earlier date that this Agreement shall terminate.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

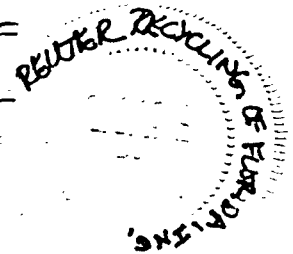
ATTEST



Reuter Recycling of Florida, Inc.

By: Charles J. Smith

Its: Vice President



ATTEST

Mary L. Chambers
Mary L. Chambers, City Clerk

City of Pompano Beach, Florida

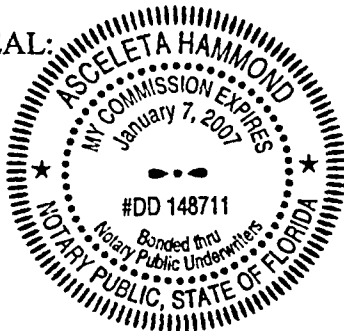
By: Kay McGinn
KAY MCGINN

Its: MAYOR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29th day of April, 2003 by **KAY MCGINN**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

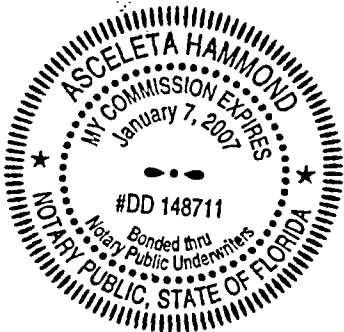
Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29th day of April, 2003 by **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number