

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY AUTHORIZING AN AMENDMENT TO THE SOLID WASTE FRANCHISE AGREEMENTS WITH BROWNING FERRIS INDUSTRIES OF FLORIDA, INC. AND SEABOARD WASTE SYSTEMS, INC.; PROVIDING THAT EACH OF THE FRANCHISES IS NON-EXCLUSIVE WITH RESPECT TO CONSTRUCTION AND DEMOLITION DEBRIS, AND EXCLUDE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS, AND PROVIDING OTHER SPECIFIED ITEMS; EXTENDING THE TERMS OF EACH OF THE FRANCHISES; MODIFYING PROVISIONS ON RESIDENTIAL RATES; CHANGING THE CONTRACT ADMINISTRATION FEE PAID TO THE COUNTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Browning Ferris Industries of Florida, Inc. currently holds a Solid Waste Franchise Agreement in St. Johns County dated January 23, 1990, as amended by an August 9, 1994 Amendment thereto; and

WHEREAS, Seaboard Waste Systems, Inc. currently holds a Solid Waste Franchise Agreement in St. Johns County dated January 23, 1990, as amended by an August 9, 1994 Amendment thereto; and

WHEREAS, County staff has recommended the terms of each of the franchises be extended, with the exclusion of collection, transportation and disposal of Construction and Demolition Debris with modification of the provisions on rates, and other specified items; and the contract administrative fee paid to the County;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA that:

Section 1. The County Administrator is authorized to sign an amendment to the franchise agreement with Browning Ferris Industries of Florida, Inc. in substantially the form attached hereto.

Section 2. The County Administer is authorized to sign an amendment to the franchise agreement with Seaboard Waste Systems, Inc. in substantially the form attached hereto.

Section 3. This resolution shall take effect upon passage.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 6 day of April, 1999.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: CHERYL STRICKLAND, CLERK

By: Patricia De Grande
Deputy Clerk



AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT

THIS AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT (this "Amendment") is made and entered into as of the ____ day of _____, 1999, by and between St. Johns County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Browning Ferris Industries of Florida, Inc. (hereinafter referred to as "Franchisee");

WITNESSETH:

WHEREAS, the County and the Franchisee entered into that certain Solid Waste Franchise Agreement dated January 23, 1990 (hereinafter referred to as the "Franchise");

WHEREAS, the County and the Franchisee previously amended the Franchise by an amendment thereto dated August 9, 1994;

WHEREAS, the County and the Franchisee have agreed on an extension of the term of the Franchise, on a current Rate, and on further modifications to the Franchise;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and in the Franchise, together with other good and valuable considerations, the parties hereto agree as follows:

1. Effective as of _____, 1999, Section 2, subparagraphs (g), (k), (l), (x), (bb), and (jj) of the Franchise are hereby amended to read as follows:

"(g) "Construction and Demolition Debris" also referred to and meaning the same as "Construction Debris" means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of Solid Waste will cause it to be classified as other than Construction and Demolition Debris. The term also includes: (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project; (b) except as provided in F.S. 403.707(13)(j), unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other Solid Waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the

commingling of wood scraps or pallets with other Solid Waste; and (c) de minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

(k) "County Landfill" shall mean County owned Solid Waste Management Facilities including but not limited to Solid Waste Landfills, Transfer Stations and Recycling Centers. It shall also mean such sites and facilities that are operated in whole or in part on behalf of the Board by contract, interlocal agreement, or some other agreement to accept or process Solid Waste and/or Construction and Demolition Debris, when said acceptance or processing is being done as a function of such contract or agreement.

(l) "Exempt Residential Property" shall mean Residential Property or the portion thereof that has been made or declared exempt from the levy of Special Assessments in the manner provided by Section 15 of the Ordinance.

(x) "Ordinance" means St. Johns County, Florida, Ordinance 99-_____, as such Ordinance may be amended from time to time.

(bb) "Recovered Materials" means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste.

(jj) "Rubbish" shall mean every accumulation of waste material of a relatively small or light weight nature other than Garbage and Yard Trash such as, but not necessarily limited to, paper, sweepings, dusts, rags, bottles, cans, or other such wastes. Rubbish shall not include Special Waste, White Goods, Refuse, Sludge, Industrial Waste, Construction Debris, Hazardous Waste, debris from Land Clearing, Tires, debris associated with farming operations, and radiological waste."

2. Effective as of _____, 1999, Section 4 of the Franchise is hereby amended to read as follows:

"Section 4. Exclusive Franchise With Exceptions.

During the term of this Franchise, the County will not authorize any other Person to engage in the business of, or to receive pay or consideration for, the collection or disposal of Solid Waste generated or located within the Franchise Area; provided however, and notwithstanding the foregoing, the County may grant one or more non-exclusive franchises or otherwise authorize any Person or Persons to engage in the business of, or to receive pay or consideration for, the collection or disposal of any or all of the following: Land Clearing debris; Construction and Demolition Debris;

Special Waste; White Goods; trash and debris associated with farming operations; Hazardous Waste; radiological waste; Biohazardous waste; septic tank pumpings; Sludge; wrecked, scrapped, abandoned, ruined, or dismantled motor vehicles, boats, or motor vehicle parts; or Yard Trash.”

3. Section 5 of the Franchise is hereby amended to read as follows;

“Section 5. Term.

The term of this Franchise shall be for a period beginning on the date of execution of this Amendment and extending through July 31, 2003. The Franchise may be renewed at the option of the County for an additional 5 years following the expiration of the initial or any successive terms, by notifying the Franchisee, at least 1 year prior to the expiration of the applicable term, of the County’s renewal of same.”

4. The Rate to be paid by the County to the Franchisee shall not exceed the current Rate of \$8.55 per month for each unit of Non-Exempt Residential Property (as such term is used in St. Johns County Ordinance 99-_____, as amended from time to time) in the Franchise Area through July 31, 2003, unless increased pursuant to Section 5 of this Amendment. In return for such Rate, the Franchisee shall provide or make available to each unit of Non-Exempt Residential Property within the Franchise Area the services described in the Franchise and Exhibit A attached to the August 9, 1994 Amendment. The Franchisee shall not charge or collect fees from other persons or entities for the level of services covered by such Rate. Notwithstanding any provision to the contrary contained in the Franchise or the August 9, 1994 Amendment or Ordinance 99-_____, the Rate of \$8.55 per month shall not be increased for any reason or cause whatsoever, during the term of the Franchise, except as expressly provided by Section 5 of this Amendment.

5. Franchisee shall promptly withdraw its pending request for a Rate increase. Franchisee shall not file or submit a request for an increase in the Rate of \$8.55 per month for Non-Exempt Residential Property unless it is entitled to an increase in accordance with this Section 5. If the Consumer Price Index (CPI) for the South Urban Size C - 50,000 to 450,000 population as published by the U.S. Department of Labor, Bureau of Labor Statistics, increases more than four percent (4%) between February 1, 2001 and February 1, 2002 (the “Index Year”), the Franchisee shall be entitled to request approval for an adjusted Rate equal to the current \$8.55 per month Rate plus the product of the current \$8.55 per month Rate times seventy percent (70%) of such increase in the CPI during the index year. Such approval shall not be unreasonably withheld. The adjusted

Rate shall apply only to services rendered during the last year of the term of this Franchise (July 31, 2002 to July 31, 2003). A request for the adjusted Rate shall be filed no later than and May 15, 2002. Under no circumstances shall the Franchisee request, or an increase be allowed by the County, in excess of seventy percent (70%) of the amount of the CPI increase in the Index Year. If any such Rate increase for Non-Exempt Residential Property is granted, it will apply only to the Rate charged for services rendered between July 31, 2002 and July 31, 2003. In the event the CPI does not increase by more than four percent (4%) during the Index Year, the Rate of \$8.55 per month shall not be increased through July 31, 2003 for any reason or cause whatsoever.

6. Effective as of _____, 1999, Section 13 of the Franchise is hereby amended to read as follows:

“Section 13. CONTRACT ADMINISTRATION FEE. To compensate the County for its cost of administration, supervision and inspection pertaining to this Franchise, the Franchisee shall pay to the County (i) a fee of five percent (5%) of its gross revenue collected from the Commercial Waste Generators in the Franchise Area; and (ii) a fee of one percent (1%) of its gross revenue collected from Residential Waste Generators in the Franchise Area. Such fees shall be accounted for and paid to the County on or before the 15th day of each month for such gross revenues of the previous month. All late or delinquent payments shall bear interest at the current legal rate set forth in the Florida Statutes.”

7. In the event of conflict between the terms of the Franchise or the August 9, 1994 Amendment with the terms of this Amendment, the terms of this Amendment shall control. Except as expressly modified herein, the terms of the Franchise as amended by the August 9, 1994 Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

**BROWNING FERRIS INDUSTRIES
OF FLORIDA, INC.**

By: _____
Vice President

(CORPORATE SEAL)

**ST. JOHNS COUNTY, acting by and through its
County Administrator**

By: _____
Its County Administrator

(OFFICIAL SEAL)

ATTEST: CHERYL STRICKLAND

By: _____
Deputy Clerk

AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT

THIS AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT (this Amendment) is made and entered into as of the 5th day of May, 1999, by and between St. Johns County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as County) and Seaboard Waste Systems, Inc. (hereinafter referred to as Franchisee);

WITNESSETH:

WHEREAS, the County and the Franchisee entered into that certain Solid Waste Franchise Agreement dated January 23, 1990 (hereinafter referred to as the Franchise);

WHEREAS, the County and the Franchisee previously amended the Franchise by an amendment thereto dated August 9, 1994;

WHEREAS, the County and the Franchisee have agreed on an extension of the term of the Franchise, on a current Rate, and on further modifications to the Franchise;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and in the Franchise, together with other good and valuable considerations, the parties hereto agree as follows:

1. Effective as of July 1, 1999, Section 2, subparagraphs (g), (k), (l), (x), (bb), and (jj) of the Franchise are hereby amended to read as follows:

“(g) “Construction and Demolition Debris” also referred to and meaning the same as “Construction Debris” means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of Solid Waste will cause it to be classified as other than Construction and Demolition Debris. The term also includes: (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project; (b) except as provided in F.S. 403.707(12)(j), unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other Solid Waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other Solid Waste; and (c) de minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best

management practices of the industry.

(k) "County Landfill" shall mean County owned Solid Waste Management Facilities including but not limited to Solid Waste Landfills, Transfer Stations and Recycling Centers. It shall also mean such sites and facilities that are operated in whole or in part on behalf of the Board by contract, interlocal agreement, or some other agreement to accept or process Solid Waste and/or Construction and Demolition Debris, when said acceptance or processing is being done as a function of such contract or agreement.

(l) "Exempt Residential Property" shall mean Residential Property or the portion thereof that has been made or declared exempt from the levy of Special Assessments in the manner provided by Section 15 of the Ordinance.

(x) "Ordinance" means St. Johns County, Florida, Ordinance 99-22, as such Ordinance may be amended from time to time.

(bb) "Recovered Materials" means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste.

(jj) "Rubbish" shall mean every accumulation of waste material of a relatively small or light weight nature other than Garbage and Yard Trash such as, but not necessarily limited to, paper, sweepings, dusts, rags, bottles, cans, or other such wastes. Rubbish shall not include Special Waste, White Goods, Refuse, Sludge, Industrial Waste, Construction Debris, Hazardous Waste, debris from Land Clearing, Tires, debris associated with farming operations, and radiological waste.

2. Effective as of July 31, 1999, Section 4 of the Franchise is hereby amended to read as follows:

"Section 4. Exclusive Franchise With Exceptions.

During the term of this Franchise, the County will not authorize any other Person to engage in the business of, or to receive pay or consideration for, the collection or disposal of Solid Waste generated or located within the Franchise Area; provided however, and notwithstanding the foregoing, the County may grant one or more non-exclusive franchises or otherwise authorize any Person or Persons to engage in the business of, or to receive pay or consideration for, the collection or disposal of any or all of the following: Land Clearing debris; Construction and Demolition Debris; Special Waste; White Goods; trash and debris associated with farming operations; Hazardous Waste; radiological waste; Biohazardous waste; septic tank pumpings; Sludge; wrecked, scrapped, abandoned, ruined, or dismantled motor vehicles, boats, or motor vehicle parts; or Yard Trash."

3. Section 5 of the Franchise is hereby amended to read as follows;

"Section 5. Term.

The term of this Franchise shall be for a period beginning on the date of execution of this Amendment and extending through July 31, 2003. The Franchise may be renewed at the option of the County for an additional 5 years following the expiration of the initial or any successive terms, by notifying the Franchisee, at least 1 year prior to the expiration of the applicable term, of the County's renewal of same."

4. The Rate to be paid by the County to the Franchisee shall continue at the Rate of \$9.05 per month for each unit of Non-Exempt Residential Property (as such term is used in St. Johns County Ordinance 99-22, as amended from time to time) in the Franchise Area through June 30, 1999, and the Rate shall then be adjusted to \$8.75 per month for each said unit from July 1, 1999 until July 31, 2003 unless increased pursuant to Section 5 of this Amendment. In return for such Rate, the Franchisee shall provide or make available to each unit of Non-Exempt Residential Property within the Franchise Area the services described in the Franchise and Exhibit A attached to the August 9, 1994 Amendment. The Franchisee shall not charge or collect fees from other persons or entities for the level of services covered by such Rate. Notwithstanding any provision to the contrary contained in the Franchise or the August 9, 1994 Amendment or Ordinance 99-32, the Rate of \$8.75 per month shall not be increased for any reason or cause whatsoever, during the term of the Franchise, except as expressly provided by Section 5 of this Amendment.

5. Franchisee shall not file or submit a request for an increase in the Rate of \$8.75 per month for Non-Exempt Residential Property unless it is entitled to an increase in accordance with this Section 5. If the Consumer Price Index (CPI) for the South Urban Size C - 50,000 to 450,000 population as published by the U.S. Department of Labor, Bureau of Labor Statistics, increases more than four percent (4%) between February 1, 2001 and February 1, 2002 (the "Index Year"), the Franchisee shall be entitled to request approval for an adjusted Rate equal to the \$8.75 per month Rate plus the product of the \$8.75 per month Rate times seventy percent (70%) of such increase in the CPI during the index year. Such approval shall not be unreasonably withheld. The adjusted Rate shall apply only to services rendered during the last year of the term of this Franchise (July 31, 2002 to July 31, 2003). A request for the adjusted Rate shall be filed between April 1, 2002 and May 15, 2002. Under no circumstances shall the Franchisee request, or an increase be allowed by the County, in excess of seventy percent (70%) of the amount of the CPI increase in the Index Year. If any such

Rate increase for Non-Exempt Residential Property is granted, it will apply only to the Rate charged for services rendered between July 31, 2002 and July 31, 2003. In the event the CPI does not increase by more than four percent (4%) during the Index Year, the Rate of \$8.75 per month shall not be increased through July 31, 2003 for any reason or cause whatsoever.

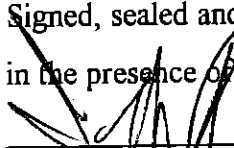
6. Effective as of July 1, 1999, Section 13 of the Franchise is hereby amended to read as follows:

“Section 13. CONTRACT ADMINISTRATION FEE. To compensate the County for its cost of administration, supervision and inspection pertaining to this Franchise, the Franchisee shall pay to the County (i) a fee of five percent (5%) of its gross revenue collected from the Commercial Waste Generators in the Franchise Area; and (ii) a fee of one percent (1%) of its gross revenue collected from Residential Waste Generators in the Franchise Area. Such fees shall be accounted for and paid to the County on or before the 15th day of each month for such gross revenues of the previous month. All late or delinquent payments shall bear interest at the current legal rate set forth in the Florida Statutes.”

7. In the event of conflict between the terms of the Franchise or the August 9, 1994 Amendment with the terms of this Amendment, the terms of this Amendment shall control. Except as expressly modified herein, the terms of the Franchise as amended by the August 9, 1994 Amendment shall continue in full force and effect.

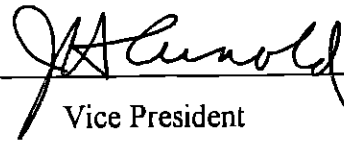
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



Robert S. Campbell

SEABOARD WASTE SYSTEMS, INC.

By: 

Vice President

(CORPORATE SEAL)

ST. JOHNS COUNTY, acting by and through
its County Administrator

By: *Bob W. Auld*
Its County Administrator

(OFFICIAL SEAL)

ATTEST: CHERYL STRICKLAND

By: *Patricia DeGrande*
Deputy Clerk



AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT

THIS AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT (this "Amendment") is made and entered into as of the 5 day of May, 1999, by and between St. Johns County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Browning Ferris Industries of Florida, Inc. (hereinafter referred to as "Franchisee");

WITNESSETH:

WHEREAS, the County and the Franchisee entered into that certain Solid Waste Franchise Agreement dated January 23, 1990 (hereinafter referred to as the "Franchise");

WHEREAS, the County and the Franchisee previously amended the Franchise by an amendment thereto dated August 9, 1994;

WHEREAS, the County and the Franchisee have agreed on an extension of the term of the Franchise, on a current Rate, and on further modifications to the Franchise;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and in the Franchise, together with other good and valuable considerations, the parties hereto agree as follows:

1. Effective as of July 1, 1999, Section 2, subparagraphs (g), (k), (l), (x), (bb), and (jj) of the Franchise are hereby amended to read as follows:

"(g) "Construction and Demolition Debris" also referred to and meaning the same as "Construction Debris" means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of Solid Waste will cause it to be classified as other than Construction and Demolition Debris. The term also includes: (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project; (b) except as provided in F.S. 403.707(12)(j), unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other Solid Waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the

commingling of wood scraps or pallets with other Solid Waste, and (c) de minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

(k) "County Landfill" shall mean County owned Solid Waste Management Facilities including but not limited to Solid Waste Landfills, Transfer Stations and Recycling Centers. It shall also mean such sites and facilities that are operated in whole or in part on behalf of the Board by contract, interlocal agreement, or some other agreement to accept or process Solid Waste and/or Construction and Demolition Debris, when said acceptance or processing is being done as a function of such contract or agreement.

(l) "Exempt Residential Property" shall mean Residential Property or the portion thereof that has been made or declared exempt from the levy of Special Assessments in the manner provided by Section 15 of the Ordinance.

(x) "Ordinance" means St. Johns County, Florida, Ordinance 99-22, as such Ordinance may be amended from time to time.

(bb) "Recovered Materials" means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste.

(jj) "Rubbish" shall mean every accumulation of waste material of a relatively small or light weight nature other than Garbage and Yard Trash such as, but not necessarily limited to, paper, sweepings, dusts, rags, bottles, cans, or other such wastes. Rubbish shall not include Special Waste, White Goods, Refuse, Sludge, Industrial Waste, Construction Debris, Hazardous Waste, debris from Land Clearing, Tires, debris associated with farming operations, and radiological waste."

2. Effective as of July 31, 1999, Section 4 of the Franchise is hereby amended to read as follows:

"Section 4. Exclusive Franchise With Exceptions.

During the term of this Franchise, the County will not authorize any other Person to engage in the business of, or to receive pay or consideration for, the collection or disposal of Solid Waste generated or located within the Franchise Area; provided however, and notwithstanding the foregoing, the County may grant one or more non-exclusive franchises or otherwise authorize any Person or Persons to engage in the business of, or to receive pay or consideration for, the collection or disposal of any or all of the following: Land Clearing debris, Construction and Demolition Debris;

Special Waste; White Goods; trash and debris associated with farming operations; Hazardous Waste; radiological waste; Biohazardous waste; septic tank pumpings; Sludge; wrecked, scrapped, abandoned, ruined, or dismantled motor vehicles, boats, or motor vehicle parts; or Yard Trash.”

3. Section 5 of the Franchise is hereby amended to read as follows;

“Section 5. Term.

The term of this Franchise shall be for a period beginning on the date of execution of this Amendment and extending through July 31, 2003. The Franchise may be renewed at the option of the County for an additional 5 years following the expiration of the initial or any successive terms, by notifying the Franchisee, at least 1 year prior to the expiration of the applicable term, of the County’s renewal of same.”

4. The Rate to be paid by the County to the Franchisee shall not exceed the current Rate of \$8.55 per month for each unit of Non-Exempt Residential Property (as such term is used in St. Johns County Ordinance 99-22, as amended from time to time) in the Franchise Area through July 31, 2003, unless increased pursuant to Section 5 of this Amendment. In return for such Rate, the Franchisee shall provide or make available to each unit of Non-Exempt Residential Property within the Franchise Area the services described in the Franchise and Exhibit A attached to the August 9, 1994 Amendment. The Franchisee shall not charge or collect fees from other persons or entities for the level of services covered by such Rate. Notwithstanding any provision to the contrary contained in the Franchise or the August 9, 1994 Amendment or Ordinance 99-22, the Rate of \$8.55 per month shall not be increased for any reason or cause whatsoever, during the term of the Franchise, except as expressly provided by Section 5 of this Amendment.

5. Franchisee shall promptly withdraw its pending request for a Rate increase. Franchisee shall not file or submit a request for an increase in the Rate of \$8.55 per month for Non-Exempt Residential Property unless it is entitled to an increase in accordance with this Section 5. If the Consumer Price Index (CPI) for the South Urban Size C - 50,000 to 450,000 population as published by the U.S. Department of Labor, Bureau of Labor Statistics, increases more than four percent (4%) between February 1, 2001 and February 1, 2002 (the “Index Year”), the Franchisee shall be entitled to request approval for an adjusted Rate equal to the current \$8.55 per month Rate plus the product of the current \$8.55 per month Rate times seventy percent (70%) of such increase in the CPI during the index year. Such approval shall not be unreasonably withheld. The adjusted

Rate shall apply only to services rendered during the last year of the term of this Franchise (July 31, 2002 to July 31, 2003). A request for the adjusted Rate shall be filed no later than and May 15, 2002. Under no circumstances shall the Franchisee request, or an increase be allowed by the County, in excess of seventy percent (70%) of the amount of the CPI increase in the Index Year. If any such Rate increase for Non-Exempt Residential Property is granted, it will apply only to the Rate charged for services rendered between July 31, 2002 and July 31, 2003. In the event the CPI does not increase by more than four percent (4%) during the Index Year, the Rate of \$8.55 per month shall not be increased through July 31, 2003 for any reason or cause whatsoever.

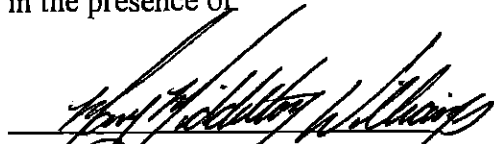
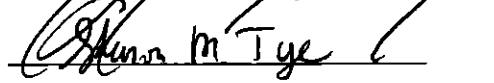
6. Effective as of June 1, 1999, Section 13 of the Franchise is hereby amended to read as follows:

“Section 13. CONTRACT ADMINISTRATION FEE. To compensate the County for its cost of administration, supervision and inspection pertaining to this Franchise, the Franchisee shall pay to the County (i) a fee of five percent (5%) of its gross revenue collected from the Commercial Waste Generators in the Franchise Area; and (ii) a fee of one percent (1%) of its gross revenue collected from Residential Waste Generators in the Franchise Area. Such fees shall be accounted for and paid to the County on or before the 15th day of each month for such gross revenues of the previous month. All late or delinquent payments shall bear interest at the current legal rate set forth in the Florida Statutes.”

7. In the event of conflict between the terms of the Franchise or the August 9, 1994 Amendment with the terms of this Amendment, the terms of this Amendment shall control. Except as expressly modified herein, the terms of the Franchise as amended by the August 9, 1994 Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BROWNING FERRIS INDUSTRIES
OF FLORIDA, INC.

By: 
Vice President

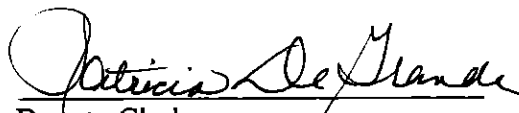
(CORPORATE SEAL)

ST. JOHNS COUNTY, acting by and through its
County Administrator

By: 
Its County Administrator

(OFFICIAL SEAL)

ATTEST: CHERYL STRICKLAND

By: 
Deputy Clerk

