

FIRST AMENDMENT TO THE AGREEMENT

Between

THE CITY OF COCONUT CREEK

And

WASTE MANAGEMENT INC. OF FLORIDA

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT made and entered into by and between THE CITY OF COCONUT CREEK, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "City," AND WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "WMIF" which Agreement was executed by the City Manager of the City of Coconut Creek on September 13, 2010 (the "Agreement").

**WITNESSETH:**

**WHEREAS**, CITY, by resolution of its governing body adopted on the 13th day of September, 2010, approved the terms of the Agreement, and authorized the appropriate officers of City to execute the Agreement and executed the Agreement; and

**WHEREAS**, WMIF approved the terms of this Agreement, and authorized the appropriate officers of WMIF to execute the Agreement and executed the Agreement; and

**WHEREAS**, the parties to the Agreement seek to amend Section 4(a)(i) of the Agreement in light of the extended time frame in which a proposed new solid waste disposal agreement has been under negotiation as referenced in Section 4(a)(i) of the Agreement; and

**WHEREAS**, the City and WMIF desire to memorialize an understanding and agreement to amend the Agreement as set forth herein;

**NOW, THEREFORE**, in consideration of these premises and for other good and valuable consideration as to both the City and WMIF, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

A. All of the recitals set forth above are true and correct and are hereby incorporated into this First Amendment to the Agreement.

B. Section 4(a) of the Agreement is hereby amended as shown in this Section B:

4. a. While the CDSL is at or below a maximum height of 225 feet NGVD with three to one slopes as set forth in Section II.1 above and on the earlier of: (i) ninety (90) days after the Commencement Date of the Solid Waste Disposal Service Agreement by and between Wheelabrator South Broward Inc., Wheelabrator North Broward Inc. and Broward Solid Waste Disposal District or a successor or equivalent governmental entity to the Broward Solid Waste Disposal District, that is currently under negotiation by the Broward Solid Waste Disposal District, or (ii) July 2, 2013, WMIF agrees to commence a program to seek to divert all processable waste (waste that may be accepted and processed at the Wheelabrator North Plant and Wheelabrator South Plant) that practicably can be removed from the existing landfill waste disposal process (or such other process as WMIF may determine in its sole discretion), including those from outside Broward County, from the existing CDSL to the Wheelabrator Plants under the following conditions and exceptions so long as: (i) the appropriate Wheelabrator Plant has capacity to accept the processable waste; (ii) such use of the Wheelabrator Plants is permitted by applicable Broward County ordinances, rules and regulations; and (iii) the Wheelabrator North Plant and Wheelabrator South Plant have the disposal contract with Broward Solid Waste Disposal District or a successor or equivalent governmental entity to the Broward Solid Waste Disposal District. The diversion of processable waste set forth herein shall not be required in the event (1) the Wheelabrator Plants are temporarily not operational or the Wheelabrator Plants become permanently not available to accept processable waste; (2) there exists a declared disaster pursuant to a Federal, State of Florida, or Broward County declaration; (3) the processable waste must be disposed at the CDSL pursuant to an already existing contract between WMIF and the Palm Beach County Solid Waste Authority; (4) the processable waste must be disposed of at the CDSL pursuant to an already existing contract between WMIF and Miami Dade County, including

any renewals or extensions thereto based on Miami Dade County exercising any option it has in the already existing contract between WMIF and Miami Dade County; (5) there is a de minimis amount of processable waste that must be delivered to the CDSL as a result of a hauler, truck or equipment breakdown; or (6) if processable waste is inadvertently mixed in with bulk pick-up loads as a result of consumer error. WMIF agrees that to the extent permitted by applicable Broward County ordinances, rules and regulations, and to the extent Palm Beach County elects to send processable waste to WMIF, WMIF will take reasonable steps to seek to have that waste diverted to the Wheelabrator Plants and in any event WMIF agrees that any renewal or extension of the current Palm Beach County Solid Waste Authority Agreement will exclude any provision requiring WMIF to dispose of processable waste at the CDSL. WMIF also agrees that to the extent permitted by applicable Broward County ordinances, rules and regulations, and to the extent Miami Dade County elects to send processable waste to WMIF, WMIF will take reasonable steps to seek to have that waste diverted to the Wheelabrator Plants and in any event WMIF agrees that any renewal or extension of the current Miami Dade County Agreement, other than those renewals or extensions entered into as a result of Miami Dade County exercising currently existing options for Miami Dade County to extend the Miami Dade County Agreement, will exclude any provision requiring WMIF to dispose of processable waste at the CDSL. Nothing in this Section II.4.a shall require WMIF to divert Summit Waste nor shall this Section II.4.a limit WMIF's ability to seek to increase the maximum vertical height of the CDSL pursuant to Section II.2 above.

**C.** Definitions: Unless this First Amendment to the Agreement provides a contrary definition, all of the terms defined in the Agreement shall have the same meaning when used in this First Amendment to the Agreement.

**D.** Except as specifically modified herein, the Agreement is hereby ratified and confirmed and shall remain in full force and effect in accordance with the

terms and provisions of the Agreement. All other provisions of the Agreement not amended in this First Amendment to the Agreement remain in full force and effect.

ATTEST:

Barbara Abreu  
City Clerk

CITY

[Signature]  
By Dario T. Rivera  
City Manager

14 day of December, 2011.

Approved as to form and legal content:

By [Signature]  
City Attorney  
**NANCY A. COUSINS**

WASTE MANAGEMENT INC. OF FLORIDA.

By: [Signature]  
Its: Jim Hawkins  
Print Name

WITNESSES:

[Signature]  
Rosalina Vega