

EXHIBIT "A"

FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT

Between

WASTE MANAGEMENT INC. OF FLORIDA AND THE CITY OF COCONUT CREEK

THIS FIRST AMENDMENT TO THE AGREEMENT dated April 9, 2015 (":Agreement") is 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" on November _____, 2024 ("First Amendment").

WITNESSETH:

WHEREAS, WMIF owns and operates a Class I landfill located in unincorporated Broward County, Florida (the "County") with an address of 2700 Wiles Rd., Pompano Beach, Florida 33073. The approximately 500 acre facility is known as the Monarch Hill Landfill (hereinafter "Landfill") as depicted in Exhibit F; and

WHEREAS, the City's boundaries are adjacent to the Florida Turnpike just west of the property owned by WMIF containing the Landfill; and

WHEREAS, in 2015 the City and WMIF resolved a dispute related to the Landfill and entered into a Settlement Agreement dated April 9, 2015 (collectively hereinafter the "Agreement"); and

WHEREAS, the parties to the Agreement seek to amend the Agreement to provide for, *inter alia*, additional limitations relating to the disposal of waste at the Landfill; and

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WHEREAS, the City has determined that it is beneficial and in the best interests of the City's residents and visitors to enter into this Agreement in order to protect the health of its residents and visitors by providing for additional limitations relating to the disposal of waste and providing for additional groundwater monitoring at the Landfill; 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:

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

2. The Effective date of this First Amendment shall be the day that WMIF obtains the later of: (1) County approval of the pending Land Use Plan Amendment for a 24.2-acre parcel located at the Landfill (the "Property") and all necessary licenses and permits (including a solid waste permit) so that the Property may be used as a landfill; or (2) all necessary licenses and permits to use the Landfill (including the Property) at a height of three hundred and twenty-five (325) feet. The parties agree that unless, and until, both number (1) and (2) occur, this Amendment will not go into effect.

3. The parties desire to amend Section, 2.3, "Limited Waste and Exclusions and Limitations on Tonnage types and amount of Limited Waste to be deposited in the Landfill", as follows:

A. Section 2.3.F. is hereby amended to read:

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F. Limited Waste shall be limited to no more than one hundred and seventy-five thousand (175,000) tons/year of Limited Waste deposited in the Landfill starting on January 1, 2017 and continuing for each subsequent calendar year thereafter ~~during the Operational Life of the Landfill until September 30, 2027 after which time, no Limited Waste shall be deposited in the Landfill.~~

B. Section 2.3.I. is hereby amended to read:

I. The waste limitations applicable to Limited Waste will temporarily be suspended in the event there exists a declared state of emergency in South Florida pursuant to a Federal, State of Florida, or County declaration, solely for the amount of time ~~that the emergency declaration is in effect, plus an additional thirty (30) days thereafter to complete the cleanup.~~ that is reasonably necessary to utilize the Landfill for the disposal of Limited Waste due to such emergency, and in no case shall the suspension last longer than the duration of the emergency declaration. WMIF will notify the City within three (3) days of the declared state of emergency declaration.— and will notify the City when the suspension is no longer in effect.

C. Sections 2.3.J., 2.3.J.1. , 2.3.J.2. and 2.3.J. 3. are hereby added to the Agreement as follows:

J. WMIF agrees that the Landfill shall not exceed a maximum vertical height of three hundred twenty-five (325) feet National Geodetic Vertical Datum (NGVD) with three to one (3:1) slopes as those slopes are defined in Chapter 62-701.500 of the Florida Administrative Code (in effect as of the date of this First Amendment)

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1. If WMIF requests to expand the Landfill vertically in excess of three hundred twenty-five (325) feet NGVD, then WMIF shall provide the City with a copy of such application made to the applicable regulatory agency and will pay the City a ten million dollar (\$10,000,000.00) application fee to be used as the City deems appropriate.

2. If WMIF files a permit to increase the slope of the Landfill beyond the currently permitted three to one (3:1) slope ratio, then WMIF shall provide the City with a copy of such application made to the applicable regulatory agency and will pay the City a ten million dollar (\$10,000,000.00) application fee to be used as the City deems appropriate.

3. If WMIF requests to add any additional land to the Landfill beyond the currently existing Landfill site as provided by the depiction attached at Exhibit "F", then WMIF shall provide the City with a copy of such application made to the applicable regulatory agency and will pay City a ten million dollar (\$10,000,000.00) application fee to be used as the City deems appropriate.

D. Section 2.3.K. is hereby added to the Agreement as follows:

K. WMIF agrees to provide recycling and solid waste education, innovation, and operational funds to the City in the amount of five hundred thousand (\$500,000) annually for five (5) years, beginning in the year that WMIF obtains the later of: (1) County approval of the pending Land Use Plan Amendment for a 24.6-acre parcel located at the Landfill (the "Property") and all necessary licenses and permits (including a solid

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waste permit) so that the Property may be used as a landfill; or (2) WMIF obtains all necessary licenses and permits to use the Landfill (including the Property) at a total height of three hundred twenty-five (325) feet.

4. The parties desire to amend Section 2.4, "Auditing of Limited Waste Tonnage Limitations" as follows:

2.4. ~~Auditing of Limited Waste Tonnage Limitations~~

A. Limited Waste Tonnage Limitations.

B. Water Quality Monitoring.

WMIF shall perform a comprehensive hydrogeological study ("Study") to evaluate proper monitoring well placement based on available data and prepare an updated groundwater monitoring plan to ensure adequate coverage as a condition of their solid waste permit application process. This Study shall include evaluating groundwater flow direction, hydraulic conductivities, the impact of historic canals on groundwater flow, clear spatial determination of the zone of discharge and identifying true background locations unaffected by existing landfill conditions. The Study shall include an evaluation of the unlined portion of the landfill. If the evaluation determines that additional groundwater monitoring is required, then the monitoring plan will be updated to include recommendations for the installation of additional monitoring wells in this area. Per Florida Department of Environmental Protection (FDEP) guidance, the well spacing shall not exceed 500 feet apart across the downgradient direction of ground water flow, and no greater than 1500 feet apart across the upgradient direction of ground water flow, in the uppermost aquifer within the zone of discharge. If it is found that groundwater is impacted and evaluation monitoring is required by Broward County, then the impact should be delineated and monitored by WMIF following Standard

Operating Procedures for sample collection (per FDEP) and using a National Environmental Laboratories Accreditation Conference (NELAC)-certified laboratory every six (6) months until the groundwater impact is mitigated. All groundwater monitoring reports and data will be provided to the City when remitted to Broward County.

Following the hydrologic study and updates to the groundwater flow direction for each aquifer, a review of the concentration of indicator parameters such as iron, sodium, ammonia, temperature, TDS, pH and chloride should be completed every six (6) months by City jointly with Broward County following Standard Operating Procedures for sample collection (per the Florida Department of Environmental Protection) and using a NELAC- certified laboratory for as long as this Agreement is in effect to better understand water quality conditions in and around the landfill.

5. 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.

6. 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 shall remain in full force and effect.

CITY OF COCONUT CREEK

WITNESSES:

Attest:

By _____

Sandra L. Welch, Mayor

____ day of _____, 20____.

Approved as to form and legal content:

By _____

Terrill C. Pyburn, City Attorney

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WASTE MANAGEMENT INC. OF FLORIDA

By: David M. Myhan

Its: David M. Myhan, President
Print Name

WITNESSES:

Isa P. Silva

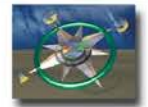
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EXHIBIT F



Landfill Boundary



Coconut Creek G.I.S.
I.T. Department