

AMENDED AND RESTATED  
LEACHATE AND SLUDGE  
DISPOSAL AGREEMENT

THIS AMENDED AND RESTATED LEACHATE AND SLUDGE DISPOSAL AGREEMENT, is made and entered into by and between BROWARD COUNTY, hereinafter called the "County," and WASTE MANAGEMENT INC. OF FLORIDA, hereinafter called "WMI."

WITNESSETH:

WHEREAS, the County owns and operates a wastewater treatment plant located at 2401 North Powerline Road, Pompano Beach, Florida with capacity to accept leachate from WMI's solid waste disposal facilities; and

WHEREAS, WMI owns and operates solid waste disposal facilities located at 3000 NW 48th Street, Pompano Beach, Florida with the capacity to dispose of sludge generated by the County; and

WHEREAS, WMI and the County are parties to an Agreement entered into April 1, 1986, relating to the disposal of leachate and sludge by WMI and the County, respectively; and

WHEREAS, the parties desire to amend and restate the Agreement for their mutual benefit;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and WMI agree as follows:

ARTICLE 1

CERTAIN DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Hazardous Waste" means a solid waste regulated by the Florida Department of Environmental Protection ("FDEP") as a Hazardous Waste pursuant to Chapter 17-730 F.A.C. and by Broward County pursuant to Chapter 34 of the Broward County Code.

"Leachate" means liquid that has passed through or emerged from solid waste and which may contain soluble, suspended or miscible material and includes truck wash from the operations at WMI's Central Disposal Sanitary Landfill ("CDSL"), and liquid condensate generated from WMI's gas recovery and lo-cat system processes at CDSL.

EXHIBIT "E"

"Sludge" shall mean the accumulated settled solids separated from liquids, such as water or wastewater, during processing, but excludes any waste determined to contain "free liquids" as determined by Method 9095 (referred to as the "Paint Filter Liquid Test") described in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," Publication SW-846.

## ARTICLE 2

### LEACHATE/SLUDGE DISPOSAL

#### 2.1 Leachate Disposal

The County agrees that WMI may dispose of all of its Leachate generated at CDSL (and related solid waste management facilities) in Pompano Beach, Florida (the "Solid Waste Facility") through direct discharge via the return line from Wheelabrator Technologies, Inc. to the County's wastewater treatment plant (the "Wastewater Facility") and, if the return line is inadequate or unavailable, WMI may, at its expense, utilize an alternate discharge point within a one (1) mile radius of the Wastewater Facility as directed by the County. WMI shall construct and install at its expense, all improvements to the return line, a flow meter, and ancillary equipment necessary to allow discharge of WMI's Leachate and WMI shall convey at no cost to County, certain of these improvements that will be part of the County's system as defined in Article 2.1.1, Point of Connection. The plans and specifications for all improvements to be constructed hereunder by WMI, shall be approved as to concept by the County prior to commencement of construction. WMI shall pay to the County within sixty (60) days of execution of the Agreement a sum not to exceed \$15,000 (which costs shall be documented and provided to WMI) to reimburse the County for its out-of-pocket costs for certain improvements the County will make to the return line at the Wastewater Facility. The Leachate shall be in conformance with all federal, state and local regulations regarding the disposal of Leachate to the County's Wastewater Facility. WMI's Leachate disposal shall not exceed a peak daily flow of 225,000 gallons.

##### 2.1.1 Point of Connection

The point of connection shall mean the point where WMI's system connects to the County's system for the purpose of accepting, treating, and disposing of the Leachate. The point of connection shall be as indicated on Exhibit 1 attached hereto and made a part hereof. WMI shall convey at no cost to the County a license providing ingress and egress to

the Point of Connection, which license shall expire at the termination of this Agreement.

2.1.2 Flow Meter

In the event the capacity of the flow metering device used to measure the flow of Leachate becomes inadequate for any reason, County, at WMI's expense, shall replace the meter or install such additional metering device as may be necessary as determined by the County. The County shall provide WMI advance notice of such event and WMI may elect, at its sole discretion, to cease utilization of the Point of Connection and, in lieu thereof, WMI may utilize an alternate discharge point as directed by the County.

2.2 Sludge Disposal

WMI agrees that the County may dispose of Sludge delivered to WMI's Solid Waste Facility. WMI shall not be obligated to accept any Hazardous Waste or any material other than Sludge at its Solid Waste Facility. The Sludge shall be in conformance with all federal, state and local regulations regarding the disposal of Sludge at WMI's Solid Waste Facility. WMI may, at its election, direct the County to dispose of Sludge at any other facility owned or operated by WMI or its affiliates provided that such facility is within a 1 mile radius of WMI's Solid Waste Facility. County deliveries to the WMI Solid Waste Facility shall be made between the hours of 6:00 a.m. to 6:00 p.m., Monday through Saturday, unless otherwise agreed.

2.3 Payment for Services

2.3.1 Sludge Disposal

The fee for Sludge disposal services shall be at no charge for disposal of up to 20,000 tons per year (based upon the "Fiscal Year" commencing October 1 and ending the following September 30). The fee for Sludge disposal of tons in excess of 20,000 per Fiscal Year ("Excess Sludge") shall be \$19.78 per ton.

2.3.2 Leachate Disposal

The fee for Leachate disposal services shall be at no charge for disposal of up to 27,375,000 gallons per Fiscal Year. The fee for Leachate disposal in excess of 27,375,000 gallons per Fiscal Year ("Excess Leachate") shall be \$1.88 per 1,000 gallons and \$700

1995

per month for each partial and/or full month that WMI requires disposal of Excess Leachate.

In addition to the fees for Excess Leachate, WMI shall pay to the County, monthly surcharges per pound as specified below. The calculation of the monthly surcharges for Excess Leachate are computed as follows:

[MG/L x 8.34 lbs./gal x MG x Rate]

MG/L = milligrams per liter of the surchargable parameter that is in excess of the limit set forth below.

MG = million gallons of flow in the month

Rate = cost per pound for the parameter being surcharged.

<u>PARAMETER</u>	<u>SURCHARGE</u>
Biochemical oxygen demand (BOD) concentrations in excess of four hundred (400) mg/l	\$ .1165 per pound
Total suspended solids (TSS) concentrations in excess of four hundred (400) mg/l	\$ .1458 per pound
If the chemical oxygen demand (COD) concentration exceeds two (2.0) times that of the BOD and is greater than eight hundred (800) mg/l, the COD above eight hundred (800) mg/l shall be surcharged in place of the BOD at the rate of	\$ .1165 per pound

- 2.3.3 Payment for the Excess Sludge and Excess Leachate disposal services shall be paid within thirty (30) days after the end of the Fiscal Year. Payment of the monthly charges shall be paid within thirty (30) days after the end of each month based upon that month's calculation. WMI's scale records at the Solid Waste Facility shall be utilized to determine the number of tons of Sludge disposed by the County. The County's meter connected to the return line or the County's meter at the Wastewater Facility shall be utilized to determine the number of gallons of Leachate disposed by WMI. Should WMI use the industrial user drop point at the Wastewater Facility, the County shall determine the number of gallons in accordance with the County's standard policies and procedures.

## ARTICLE 3

### TERM; SUSPENSION IN THE EVENT OF DEFAULT

#### 3.1 Term

The term of this Agreement shall be for a period of five years from the commencement date of January 1, 1995 with an option to extend the Agreement for an additional five-year period upon mutual agreement of both parties.

#### 3.2 Suspension in the Event of Default

Except as otherwise provided herein, if either party allegedly defaults in the performance of any of the warranties, covenants or conditions contained herein for thirty (30) days after the other party has given the defaulting party written notice of such default, unless a longer period of time is required to cure such default and the party allegedly defaulting shall have commenced to cure such default within such period and pursues diligently to completion thereof, the other party may pursue such remedies as may be available at law or in equity with respect to such default. In the event either party waives default by the other party, such waiver shall not be construed or be determined to be a continuing waiver of the same or any subsequent default. In the event that in the exercise of due diligence during the aforesaid thirty (30) day cure period, such cure cannot be reasonably effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure, provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period. If the defaulting party is unable to cure the default within such thirty (30) day period or any extended period, either party may elect to terminate the Agreement upon five (5) months notice to the other party without further liability to either party.

Notwithstanding the foregoing, should any default present an endangerment to the environment or threaten the operation of either the County's or WMI's facilities, the use of the non-defaulting party's facilities by the defaulting party may be suspended at the option of the non-defaulting party, provided, however, the defaulting party's facilities shall continue to accept the non-defaulting party's Sludge or Leachate, whichever is applicable.

### 3.3 Force Majeure

The performance of this Agreement may be suspended and the obligations hereunder excused, in the event and during the period that such performance is prevented by a cause or causes which is an "Uncontrollable Event" (as hereinafter defined). "Uncontrollable Event" shall mean any act, event or condition or any combination of acts, events or conditions having a material adverse effect on the performance by any of the parties of their perspective obligations under this Agreement, provided that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Agreement. Such act, event or condition shall include, but not be limited to the following: act of God, fire, earthquake, landslide, hurricane, tornados, severe weather, partial or entire failure of facilities, flood, war, blockade, insurrection, riot or civil disobedience, acts of public enemies, blockage of access to the facilities, labor strike, sabotage or similar occurrence, any exercise of the power of eminent domain, condemnation or other taking by the action of any governmental body on behalf of the public, quasi-public or private entity, any act of any governmental body (including, but not limited to, changes in laws, statutes, regulations, ordinances, permits, approvals, requirements, orders or actions, and the suspension, termination, interruption or failure of renewal or termination of any federal, state or local permit, license, consent, authorization or approval and any order and/or judgment of any federal, state or local court). The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Event, give written notice to the other party describing the circumstances and Uncontrollable Events preventing continued performance of the obligations of this Agreement. In addition, the parties' performance hereunder may be suspended and the obligations hereunder excused in the event such performance would result in its violation of any federal, state or local permit condition or limitation, law, regulation or ordinance, court or judicial order in effect now or which hereafter may be enacted. Notwithstanding the foregoing, should either party be found to be in violation of any law, regulation, or ordinance and said violation was caused by the other party, this Agreement shall not excuse the party causing the violation from liability.

### 3.4 Governmental Charges

The fee for Sludge and Leachate disposal services provided by Section 2.3 shall be increased in the event of any tax, fee, surcharge, duty or other charge of any nature is levied or imposed by any governmental entity or agency (other than

Broward County or agencies thereof as applied to the County's Wastewater Facility or the fees or surcharges for Leachate or Excess Leachate disposal) and which is payable by reason of the nature of the operations conducted.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 Notices

Any notice or other communication which is required to be given hereunder shall be in writing and shall be deemed to be validly given if telecopied to the telephone number set forth below, delivered in person or mailed certified or registered mail, postage prepaid, addressed as follows:

As to WMI:

Waste Management Inc. of Florida  
500 Cypress Creek Road West, Suite 300  
Fort Lauderdale, FL 33309  
Attn: James E. O'Connor, President  
Telecopy No. (305)938-0210

With a copy to:

Waste Management Inc. of Florida  
500 Cypress Creek Road West, Suite 300  
Fort Lauderdale, FL 33309  
Attn: John J. Ray III  
Vice President and General Counsel  
Telecopy No. (305)938-4210

As to the County:

Broward County Administrator  
Broward County  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telecopy: (305)357-7360

With a copy to:

Director, Broward County  
Wastewater Management Division  
2401 N. Powerline Road  
Pompano Beach, Florida 33069  
Telecopy: (305) 960-3052

4.2 Governing Law

This Agreement and any questions concerning its validity, construction and performance shall be governed by the laws of the State of Florida irrespective of the place of execution or of the order in which the signature of the parties are affixed or the place or places of performance.

4.3 Assignment

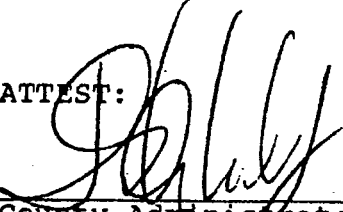
Neither party will assign, transfer or permit the assignment or transfer of this Agreement or the rights hereunder without the prior written consent of the other party.

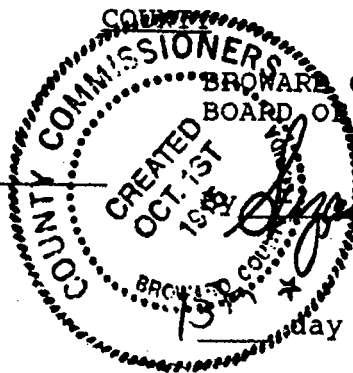
4.4 Merger

This Agreement constitutes the entire agreement of the parties with respect to the matters contained herein and is in lieu of any other prior agreements between the parties, oral or written; provided that this Agreement shall not relieve, waive or extinguish the parties' rights, obligations or liabilities with respect to any prior agreement related to the subject matter hereof.

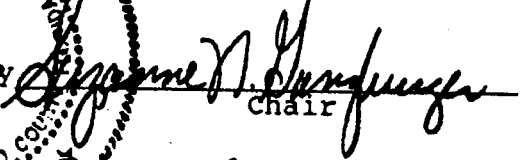
IN WITNESS WHEREOF, the parties have made and executed this Amended and Restated Leachate and Sludge Disposal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 13<sup>th</sup> day of December, 1994, and WASTE MANAGEMENT INC. OF FLORIDA, signing by and through its President, duly authorized to execute same.

ATTEST:

  
\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of  
the Board of County  
Commissioners of Broward  
County, Florida

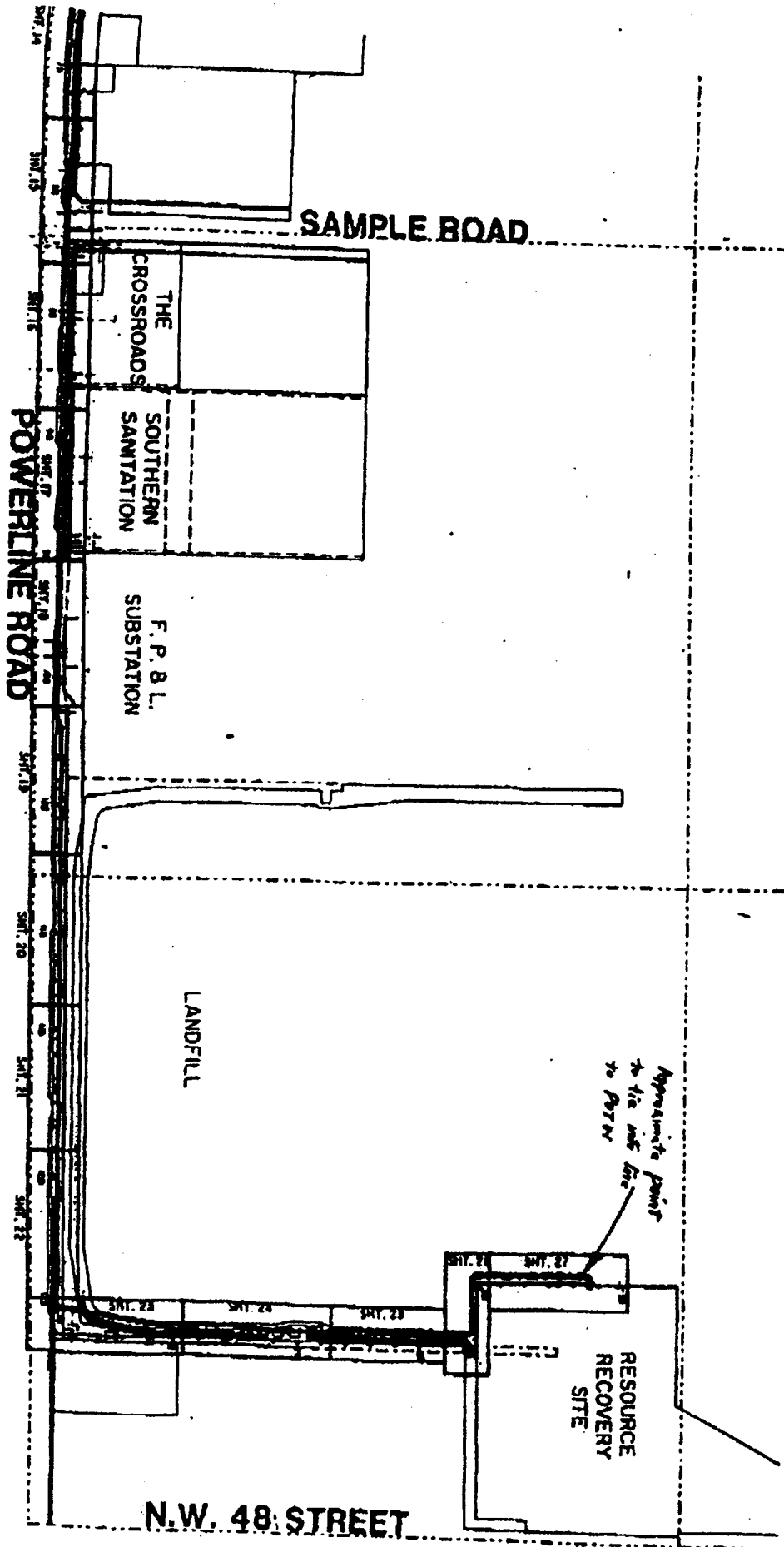


BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Chair

day of December, 1994.





HEREWITH; PROVIDING THAT THIS REZONING SHALL NOT BE CONSTRUED TO CREATE A RIGHT TO DEVELOPMENT THAT FAILS TO MEET THE REQUIREMENTS OF OTHER LAND DEVELOPMENT REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

ACTION: (B-3747) The Board filed proof of publications and enacted the ordinance as amended to become effective as provided by law.

**END OF QUASI-JUDICIAL HEARING**

**NON AGENDA**

**PUBLIC WORKS DEPARTMENT**

**OFFICE OF ENVIRONMENTAL SERVICES**

**WASTEWATER MANAGEMENT DIVISION**

6. **MOTION TO APPROVE** the amended and restated leachate and sludge disposal agreement between Broward County and Waste Management Inc. of Florida (WMI), and authorize the Chair and Clerk to execute same. (Continued from the 10 a.m. meeting Item #2.)

ACTION: (B-2775) Approved.

*Sludge Leachate agreement*

EBC  
12/13/94  
5:15 p.m.

**FIRST AMENDMENT**

**TO**

**AMENDED AND RESTATED  
LEACHATE AND SLUDGE  
DISPOSAL AGREEMENT**

**between**

**BROWARD COUNTY**

**and**

**WASTE MANAGEMENT, INC. OF FLORIDA**

**for**

**LEACHATE AND SLUDGE DISPOSAL**

---

**FIRST AMENDMENT**

**TO**

**AMENDED AND RESTATED  
LEACHATE AND SLUDGE  
DISPOSAL AGREEMENT**

between

**BROWARD COUNTY**

and

**WASTE MANAGEMENT, INC. OF FLORIDA**

for

**LEACHATE AND SLUDGE DISPOSAL**

This is a First Amendment to the Amended and Restated Leachate and Sludge Disposal Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

**AND**

WASTE MANAGEMENT, INC. OF FLORIDA, its successors and assigns, hereinafter referred to as "WMI."

WHEREAS, the COUNTY and WMI entered into an Amended and Restated Leachate and Sludge Disposal Agreement approved and executed by the COUNTY on December 13, 1994 (the "Original Agreement"); and

WHEREAS, the Original Agreement provides for term ending on December 31, 1999 which may be renewed for an additional five-year period upon mutual agreement of both parties; and

WHEREAS, COUNTY and WMI have mutually agreed that the Original Agreement be renewed as provided therein and wish to provide for further renewals;

NOW, THEREFORE,

BE IT UNDERSTOOD AND AGREED that in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties hereby amend the Original Agreement as follows:

1. Paragraph 3.1 of the Original Agreement entitled "Term" is amended by deleting the section after the date January 1, 1995 and substituting in their stead the following:  
  
"with the option to extend the Agreement for additional five year periods upon mutual agreement of both parties. The COUNTY hereby authorizes the Director of the Office of Environmental Services to exercise the options to extend on the part of the COUNTY.
2. References in the Original Agreement to the "Agreement" shall mean the Original Agreement as amended to date.
3. Except as set forth in this Amendment, all other terms, conditions and covenants contained in the Agreement, as amended, between the parties shall remain in operative force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FIRST AMENDMENT TO AMENDED AND RESTATED LEACHATE AND SLUDGE DISPOSAL AGREEMENT BETWEEN BROWARD COUNTY AND WASTE MANAGEMENT, INC. OF FLORIDA FOR LEACHATE AND SLUDGE DISPOSAL

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and WASTE MANAGEMENT, INC. OF FLORIDA, signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Broward  
County, Florida

By \_\_\_\_\_  
\_\_\_\_\_, Chair

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Approved as to Insurance  
Requirements by  
RISK MANAGEMENT DIVISION

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
EDWARD A. DION, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Risk Manager

By \_\_\_\_\_  
ANITRA D. LANCZI  
Assistant County Attorney