

**LANDFILL OPERATION AGREEMENT BETWEEN THE CITY OF JACKSONVILLE
AND
TRAIL RIDGE LANDFILL, INC.**

THIS AGREEMENT, made and entered into in duplicate this 26th day of JUNE, 1991, by and between the City of Jacksonville, a municipal corporation in Duval County, Florida, hereinafter referred to as the **CITY**, and Trail Ridge Landfill, Inc., a subsidiary of Waste Management, Inc., hereinafter referred to as the **CONTRACTOR**;

WITNESSETH:

WHEREAS, the City Council of the **CITY** by virtue of Ordinance 89-1179-669 instructed the Administration of the **CITY** to select the most qualified firm to site, design, permit, construct and operate a solid waste disposal facility for the **CITY**; and

WHEREAS, the Administration appointed a City Landfill Procurement Selection Committee to carry out the said mandate; and

WHEREAS, the said City Landfill Procurement Selection Committee engaged in a comprehensive selection procedure in order to identify the most qualified firm as defined in the said Ordinance; and

WHEREAS, the said City Landfill Procurement Selection Committee has recommended the **CONTRACTOR** as the most qualified firm and the Mayor has approved that recommendation; and

WHEREAS, the said City Landfill Procurement Selection Committee has negotiated this Landfill Operation Agreement and a separate Landfill Design and Construction Agreement, which together constitute the entire agreement of the parties; and

WHEREAS, this Landfill Operation Agreement shall constitute the Service Agreement required by Section 386.202, Ordinance Code;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1.0 DEFINITIONS

The following words, phrases or terms as used in this document shall have the following meaning unless the context indicates otherwise:

"**Application for Payment**" means the form which is to be used by **CONTRACTOR** in requesting payments and which is to include such supporting documentation as the **CITY** reasonably requests.

"Base amount" means the then current rate per ton for general solid waste times 46,500 tons per month.

"Biohazardous waste" has the meaning given it in Chapter 17-712, F.A.C.

"Bonds" means proposal, performance and payment bonds and other instruments of security.

"Change in Law" means any change in the laws or regulations applicable to the Facility, any change in conditions contained in any permit issued to the Facility (other than as a result of the CONTRACTOR's negligence or other fault), or any change in the judicial or agency interpretation of such laws, regulations or permit conditions. Said term as used herein shall not include changes in tax laws or workers' compensation laws. However, in the event that a federal, state or local authority at any time in the future imposes a fee, charge or tax on landfills or landfill operations per se, any such fee, charge or tax shall be treated as a Change in Law.

"Clean debris" means any solid waste which is virtually inert, which is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel.

"Closing" means the time at which a solid waste management facility ceases to accept wastes.

"Closure" means the preparation for and implementation of all design, permitting, construction, monitoring, maintenance and financial responsibility assurance required by or reasonably associated with the closure and post-closure requirements set forth at F.A.C. 17-701.070 through F.A.C. 17-701.075. Closure includes, but is not limited to, preparation of final surveys and as-built drawings, installation and vegetation of final cover, leachate collection and disposal, installation and maintenance of an active gas control system as set forth in the requisite closure permits, and such other functions as may be required from time to time by the Department.

"Closure plan" means written reports and engineering plans detailing those actions that will be taken to effect proper closure of the facility.

"Construction and demolition debris" means materials generally considered to be not water soluble and non-hazardous 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 or maintenance of a structure. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally

results from land clearing or land development operations for a construction project. Mixing of construction and demolition debris with other types of solid waste, including material which is not from the actual construction or destruction of a structure, will cause it to be classified as other than construction and demolition debris.

"Contract price" means the moneys payable to the **CONTRACTOR**.

"Department" means the State of Florida Department of Environmental Regulation.

"Design and Construction Agreement" means that certain Agreement between the parties which provides for the design and construction of the facility to be operated pursuant to this Agreement.

"E.P.A." means the United States Environmental Protection Agency.

"F.A.C." means the Florida Administrative Code as amended from time to time.

"Facility" means the landfill or landfills to be operated pursuant to this Agreement.

"Final cover" means the material used to cover the top and sides of a landfill when fill operations cease.

"Garbage" means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

"Generation" means the act or process of producing solid or hazardous waste.

"Ground water" means water beneath the surface of the ground, whether or not it is flowing through known and definite channels.

"Hazardous waste" means a solid waste identified by the Department as a hazardous waste in Rule 17-730, F.A.C.

"H.R.S." means the Florida Health and Rehabilitative Services Department.

"Implement" means to carry out, accomplish, give practical effect to and ensure actual fulfillment by concrete means or by providing instruments or means of accomplishment.

"Implementation schedule" means a timetable for carrying out a plan.

"Initial cover" means a six-inch layer of compacted earth, or other suitable material as approved by the Department, used to enclose a volume of solid waste prior to intermediate or final cover.

"Intermediate cover" means a layer of compacted earth one foot in depth applied to a solid waste disposal unit.

"Landfill" or "Sanitary landfill" means a solid waste disposal facility, excluding those exempted under Subsection 17-701.030(3), which meets the criteria of Chapter 17-701, F.A.C. This term shall not include:

- (a) A land spreading site; or
- (b) A surface impoundment; or
- (c) An injection well defined under and subject to the provisions of Chapter 17-28, F.A.C.

"Leachate" means liquid that has passed through or emerged from solid waste and may contain soluble, suspended or miscible materials.

"Life of Facility" means completion of the facility as described in the Landfill Design and Construction Agreement together with any vertical expansions thereof agreed to by the parties.

"Local agency" means any special district, authority, county, municipality or any other political subdivision.

"Materials recovery" means any process by which one or more of the various components in solid waste is separated, concentrated and reused.

"Monitoring wells" are wells from which water samples are drawn for water quality analysis.

"On-site" means on the same or geographically contiguous property, which may be divided by a public or private right-of-way.

"Operating day" means any calendar day during which the landfill is operating and is open for receipt of waste from CITY and contract haulers, private commercial haulers and/or the public. Normal operating days shall be six days per week, Sundays excluded. Thanksgiving Day, Christmas Day and New Year's Day shall not be operating days. If Christmas Day or New Year's Day falls on a Sunday, the following Monday shall not be an operating day.

"Operating hours" means from 7:00 A.M. to 7:00 P.M. on each operating day.

"Operating year" means the twelve month period commencing with the day on which solid waste is first received at the facility, or any subsequent twelve month period having the same beginning month and day.

"Person" means any and all persons, natural or artificial, including any individual, firm, association or corporation.

"Processing" means any technique designed to change the physical, chemical or biological character or composition of any solid waste so as to render it safe for transport; amenable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

"Project" means the operation of the solid waste disposal facility as provided for by this Agreement.

"Recovered materials" means those materials which have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recyclable material" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

"Recycling" means any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

"Regional authority" means one or more public agencies joined together to assume responsibility for solid waste management on a multi-county basis.

"Residential waste" means a mixture of garbage and trash resulting from the normal housekeeping activities of a residential unit.

"Sanitary nuisance" means the commission of any act, or the keeping, maintaining, propagation, existence or permitting of anything by any person by which the health or life of another may be seriously threatened or impaired, or by or through which, directly or indirectly, disease may be caused.

"Shredding" means a process of reducing the particle size of solid waste through the use of grinding, milling or rasping machines.

"Site" means the area designated on Figure 1 attached hereto and by this reference made a part hereof.

"Solid waste" means garbage, refuse, yard trash, clean debris, white goods, special waste, ashes, sludge, tires or other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from domestic, industrial, commercial, agricultural or governmental operations. Materials not regulated as solid waste include nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows or other regulated point source discharges; regulated air emissions; and fluids or wastes associated with natural gas or crude oil exploration or production.

"Solid waste disposal facility" means any solid waste management facility which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating solid waste.

"Solid waste disposal unit" means a discrete area of land used for the disposal of solid waste, consisting of one or more cells.

"Solid waste management" means the process by which solid waste is collected, transported, stored, separated, processed or disposed of according to an orderly, purposeful and planned program.

"Solid waste management facility" means any solid waste disposal area, volume reduction plant, transfer station or other facility, the purpose of which is resource recovery or the disposal, recycling, processing or storage of solid waste. The term does not include facilities which use or ship recovered materials unless such facilities are managing solid waste.

"Special wastes" means any waste described in Exhibit "A" attached hereto and by this reference made a part hereof.

"State program" means the Solid Waste Management Program described in Sections 403.705 and 403.706, Florida Statutes and Chapter 17-701, F.A.C.

"Subcontractor" means an individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

"Supplier" means a manufacturer, fabricator, distributor, materialman or vendor.

"Ton" means a short ton, 2,000 pounds (.9078 metric tons).

"Trash" means combinations of yard trash and construction and demolition debris along with other debris such as paper, cardboard, cloth, glass, street sweepings, plastic and other like matter.

"Unacceptable Waste" means any waste which cannot legally be disposed of at a Class I or Class III landfill, respectively, under applicable law, regulations, or permit conditions.

"Waste tire" has the meaning given it in Chapter 17-711, F.A.C.

"White goods" means inoperative refrigerators, ranges, washers, water heaters, freezers and other similar domestic and commercial appliances.

"Working face" means that portion of a sanitary landfill where waste is discharged, spread and compacted prior to placement of initial cover.

"Yard trash" means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

2.0 RESPONSIBILITIES OF CONTRACTOR

2.1 Permits. Prior to initial operation of the Facility, the CONTRACTOR shall provide to the CITY copies of a valid operating permit from the Department and of an operating plan approved by the Department. The CONTRACTOR shall provide review

copies of its operating plan for CITY review and comment prior to or concurrent with review and approval by the Department.

2.2 Regulatory Compliance. The CONTRACTOR shall operate the Facility in strict conformance with the provisions of all permits as issued. In addition thereto, the CONTRACTOR shall comply with all conditions of the Facility's zoning, the Certificate of Public Convenience and Necessity issued pursuant to Chapter 380, Ordinance Code, and consent orders, if any, which may be entered into from time to time. The CONTRACTOR shall also comply with the provisions of the Ordinance Code of the City of Jacksonville as amended from time to time.

The CONTRACTOR shall be responsible for obtaining all permits required for performing its operations consistent with the approved operating plan, laws, ordinances, rules and regulations. The CONTRACTOR shall respond promptly to all citations, notices of violation and emergency orders with respect to the CONTRACTOR's operations issued by any regulatory agency with jurisdiction. The CONTRACTOR shall pay all costs of responding to all such citations, notices of violation and emergency orders and shall pay all costs of correcting deficiencies and achieving compliance with all such citations, notices of violation and emergency orders and shall pay any fines assessed as a result of non-compliance.

2.3 Superintendence of Operations. The CONTRACTOR shall employ an operator trained and examined in accordance with Department requirements to be present at all times when the Facility is in operation to superintend operations.

2.4 Scope of Operating Responsibility. The Facility shall be open for the receipt of solid wastes during the operating days and operating hours set forth herein.

If it appears that the said operating hours of the Facility can be reduced without materially affecting the operations of CITY forces or CITY franchised residential solid waste collection contractors or causing an increase in the rates which would otherwise be charged by said CITY franchised residential solid waste collection contractors, the CITY shall reduce the said operating hours by up to two (2) hours per day, either on a seasonal or a permanent basis. The CONTRACTOR may request that the CITY implement such a reduction in operating hours at any time and in support thereof may present the CITY with documentation concerning the projected impact of such a reduction in operating hours.

If emergency conditions, including, but not limited to, extreme windstorm or extraordinary rainfall with resulting flooding render it impractical to dispose of the resultant volume of solid waste within the normal operating hours of the Facility, the CONTRACTOR shall open the Facility on other days and times as reasonably requested

by the CITY without additional charge to the CITY other than as may be occasioned by any increase in the volume of solid waste delivered to the Facility.

The CONTRACTOR shall at its expense perform all operations of the Facility including, but not limited to, placement and compaction of solid wastes; excavation, transport and placement of on-site borrow material as initial and intermediate cover; leachate collection, temporary storage and conveyance to approved point of off-site disposal; passive gas control to the extent necessary to eliminate nuisance odors; on-site erosion control measures and stormwater management facilities; control of on-site fires; on-site utilities; required maintenance of equipment and facilities (except maintenance and calibration of the scales); and incidental operations and maintenance.

The CONTRACTOR shall at its expense provide all superintendence; labor, including operators, spotters, maintenance mechanics and incidental labor (excluding scale operators); and materials, equipment, tools, supplies and utilities required for operation of the Facility. The CONTRACTOR's staffing and equipment shall have capacity adequate to operate the Facility at waste loading up to 3,000 tons per day upon reasonable notice from the CITY.

The CONTRACTOR shall at its expense collect samples from the groundwater monitoring wells and submit them to the CITY's designated laboratory for analysis. Numbers and locations of the wells shall be in accordance with construction drawings documenting the construction permit application and as shown in the operating plan and ground water monitoring plan as approved by the Department. Number and frequency of samples, sampling and analytical procedures, parameters analyzed and test reporting requirements shall comply fully with applicable provisions of the approved operating and ground water monitoring plans. The CITY shall pay the laboratory fees for quarterly analysis of groundwater samples. The CONTRACTOR shall pay the laboratory fees if more frequent groundwater analysis is required due to commitments the CONTRACTOR has made or due to the CONTRACTOR's operation of the Facility.

2.5 Unacceptable and Special Waste. The CONTRACTOR shall not accept any Unacceptable Waste as herein defined. The CONTRACTOR shall utilize its utmost efforts to prevent the receipt of Unacceptable Waste at the Facility. In the event, however, that Unacceptable Waste is received at the Facility, the CONTRACTOR shall attempt to have the transporter remove such waste within a reasonable time, not exceeding twenty four (24) hours after delivery. If such waste is not removed during said time period, the CONTRACTOR shall dispose of said waste in the least expensive legal manner available and shall bill the transporter for the actual cost of disposal together

with a surcharge of one hundred percent (100%). The CITY shall assist the CONTRACTOR in collecting said bills in any reasonable manner, but shall not guarantee the payment of said bills nor the recovery of the cost of disposal.

The CONTRACTOR shall not accept any Category I and II Special Waste as defined in Exhibit "A" unless the transporter executes a Special Waste Agreement. The Special Waste Agreement form shall be developed by the CONTRACTOR subject to the CITY's approval. Category I and II Special Waste delivered under a signed Special Waste Agreement shall be handled by the CONTRACTOR in any lawful manner that the CONTRACTOR elects. The CITY shall be notified of all deliveries received and the action taken in the next monthly report from the CONTRACTOR. The CITY shall pay the CONTRACTOR for handling said Category I and II Special Waste at the rates and in the manner set forth herein. If the CONTRACTOR accepts Category I and II Special Waste without securing an executed Special Waste Agreement, the CONTRACTOR shall handle such Special Waste at its expense.

The CONTRACTOR shall not dispose of any Category III Special Waste as defined in Exhibit "A" unless it has been processed in a manner which would allow lawful disposal. The CITY shall pay the CONTRACTOR the rates set forth in Exhibit "B" for Category III Special Waste deposited in the working face if the CONTRACTOR identifies the transporter in question and secures a written acknowledgment from that transporter that the Category III Special Waste was delivered by it. Any transporter that frequently, regularly or repetitively disposes of Category III Special Waste in the working face may be deemed a "Special Waste Habitual Violator" upon approval of the CITY. The CONTRACTOR may charge said violator a surcharge of one hundred percent (100%) for future receipt and disposal of Category III Special Waste for a period mutually agreed upon between the CONTRACTOR and the CITY. The CITY shall make reasonable efforts to discourage the deposit of Category III Special Waste in the working face of the landfill.

The CONTRACTOR shall accept Category IV Special Waste as defined in Exhibit "A" at the Facility at a location mutually agreeable to both the CITY and the CONTRACTOR. Reimbursement for Category IV Special Waste shall be in accordance with Exhibit "B".

The CONTRACTOR may require laboratory analysis of a sample of any waste proposed for delivery to the Facility when the CONTRACTOR is in reasonable doubt concerning the nature or composition of said waste. Said analysis shall be performed by a laboratory acceptable to the CONTRACTOR and the CITY at the expense of the transporter. Said waste shall be held on site during performance of the

said analysis unless other provisions are agreed to by the CITY and the CONTRACTOR. If the transporter refuses to cooperate with the said procedure, the CONTRACTOR shall not accept the waste in question at the Facility. The CONTRACTOR shall report each unaccepted load to the CITY at the time that it is rejected.

2.6 Cooperation with CITY and Other Contractors. In the performance of its operating responsibilities, the CONTRACTOR's operations will necessarily interface with (1) duties of the CITY's scale operators, and (2) operations of CITY-owned and CITY-contracted waste haulers. The CONTRACTOR shall be responsible for devising, implementing and ensuring coordinated methods for accommodating complete, effective and efficient ingress, on-site movement, temporary storage (as required), tipping and egress of waste haulage vehicles. The CONTRACTOR's methods and procedures shall be subject to review and approval by the CITY.

2.7 Right of Access. The CONTRACTOR shall provide right of access at any time during routine operations to the CITY's Director of Public Utilities and his designees, personnel of public safety agencies (as required), and representatives of CITY, State and Federal regulatory agencies with jurisdiction. The CONTRACTOR shall also provide means for access for such persons during non-operating hours in the event of emergencies. Emergency access provisions shall be subject to prior review and approval by the CITY.

2.8 Safety and Security. The CONTRACTOR shall provide for on-site personal safety of its personnel, CITY scale operators, operators of waste haulers, CITY and regulatory agency inspectors, and the public. The CONTRACTOR may require that all persons entering the site comply with reasonable safety rules established by the CONTRACTOR. The CONTRACTOR shall provide means of controlling access to the site and of site security to prevent unauthorized access and clandestine dumping. Safety and security measures shall be detailed in the CONTRACTOR's operations plan as submitted for approval prior to initial operations, and in any plan modifications as may subsequently be submitted for approval. Means provided by the CONTRACTOR shall be in strict conformance with the current approved operating plan at all times.

2.9 Records and Reports. The CONTRACTOR shall maintain on-site, readily retrievable for reference and in clean and usable condition, at least one copy each of Department approved construction drawings, specifications, reports, construction permit and operating plan, the prior 24 month's operations reports and correspondence with the CITY and regulatory agencies regarding Facility operations. The CONTRACTOR shall submit monthly operations reports to the CITY including at a minimum the following:

- (a) Days (dates) of operations; hours actually operated each date.

- (b) Numbers of truckloads and tonnage of waste received each date.
- (c) Numbers of truckloads and gallonage of leachate hauled each date.
- (d) Description, keyed to designations on approved construction drawings, of landfill cells and borrow areas where operations have been conducted during the month.
- (e) Description of unusual or emergency operation events and steps taken to correct each and return to normal operation. Said description shall include date and time of occurrence or discovery of each such event and date and time normal operation was restored.
- (f) Dates of any regulatory agency inspections with name of agency and inspector. A copy of any concurrent or subsequently written inspection report, notice of violation, or citation shall be supplied to the CITY upon receipt. A copy of any report submitted by CONTRACTOR to any regulatory agency, whether in response to such notices of violation and/or citations or not, shall be supplied to the CITY upon submission.
- (g) The last monthly report for each operating year shall be expanded at the CONTRACTOR's expense to include an aerial survey and volume computations to determine the volumes of landfill airspace and on-site borrow utilized in the prior year's operations. The survey and computations shall be performed, signed and sealed by a land surveyor or professional engineer licensed in the State of Florida.

2.10 Payment of Operating Expenses. Except as otherwise specifically provided for herein, the CONTRACTOR shall be solely responsible for and shall pay all costs and expenses incurred in the performance of its operating responsibilities.

2.11 Closure and Additional Construction. When closure or additional design and/or construction is required, the parties shall either agree upon a price to be charged to the CITY by the CONTRACTOR or, upon the request of either party, implement the proposal and bidding procedures set forth in the CITY's Purchasing Code. In the case of the latter, the CONTRACTOR shall be allowed a reasonable oversight/management fee on construction costs. Regardless of whether the CONTRACTOR or a contractor selected pursuant to the CITY's Purchasing Code performs the closure or additional design and/or construction activities, the CONTRACTOR shall have the right to review and comment on the design specifications and plan of work for each individual project. The minimum acceptable standard for each such project shall be the more stringent of (a) the requirements of federal, state and local laws, rules and regulations at the time

the work is to be performed, or (b) the requirements of the then current permits for the Facility.

2.12 **Employment of Former City Personnel.** If the CITY closes one or more of its existing landfills prior to or contemporaneously with the opening of the Facility to be operated pursuant to this Agreement, the CONTRACTOR shall in good faith consider offering employment to any former CITY personnel laid off as a result thereof. The CONTRACTOR shall not be required to offer employment to any such former CITY employees and its decision to offer or not to offer employment and the terms and conditions of any employment offered shall not be subject to review by the CITY.

3.0 **RESPONSIBILITIES OF CITY**

3.1 **Waste Haulage.** The CITY shall with its own forces and equipment, or under separate contract, deliver solid waste to the Facility. The CITY shall control the flow of solid waste to the Facility, designating whether solid waste shall go to the Facility or to other facilities of any type, whether publicly or privately owned. The CONTRACTOR shall not accept any solid waste from outside the City of Jacksonville at the Facility unless directed or authorized to do so by the CITY in writing. Any said waste from outside the City of Jacksonville which the CITY directs or authorizes the CONTRACTOR to accept at the Facility shall count toward the CITY's "put or pay" obligation of 310,000 tons per year.

3.2 **On Site Personnel.** The CITY shall provide scale operators to weigh and record the tonnage of solid waste delivered to the Facility. The CITY scale operators shall retain the original weight records. The CITY shall provide a copy of weight records to the CONTRACTOR daily.

The CITY may at its option and at its expense assign one or more inspectors to observe the CONTRACTOR's operations. The CONTRACTOR shall cooperate with said inspectors in the performance of their duties.

3.3 **Leachate Disposal.** The CITY shall accept leachate generated at the Facility from the CONTRACTOR at such wastewater treatment facility or facilities as the CITY may from time to time designate and shall process such leachate without charge to the CONTRACTOR.

3.4 **Maintenance and Calibration of Scales.** The CITY shall perform all required maintenance and calibration of the scales or shall arrange for such services to be performed by an independent contractor at the CITY's expense. The scales shall be calibrated at least annually. The CITY shall provide the CONTRACTOR with copies of all relevant documents verifying calibration of the scales.

3.5 Prompt Review and Comment. Where the **CONTRACTOR's** discharge of its responsibilities is dependent on prior **CITY** review, comment and/or approval, the **CITY** shall respond promptly in writing to the **CONTRACTOR's** written submittals of information and requests for review. **CITY** responses may be either:

- a) Unqualified approval or concurrence; or
- b) Enumeration of specific items or issues which are unacceptable or non-approvable to the **CITY** and the grounds for the determination of non-acceptability.
- c) In the event of non-approval, the **CITY** response shall either (1) establish a date for **CONTRACTOR's** resubmittal, or (2) instruct the **CONTRACTOR** to modify its plan to incorporate **CITY** review comments consistent with the provisions of this Agreement and waive the requirements for formal resubmittal and review.

3.6 Notification of Operating Deficiencies. The **CITY** shall notify the **CONTRACTOR** in writing when aspects of its operations are observed by the **CITY** to be in violation of terms of this Agreement or of applicable provisions of governing law or regulations. However, the **CITY's** failure to notify the **CONTRACTOR** of any specific item of non-performance or violation shall not serve to relieve the **CONTRACTOR** of its responsibility to operate the Facility in accordance with this Agreement and in compliance with governing laws, ordinances, regulations and permits.

3.7 Payments to **CONTRACTOR**. The **CITY** shall make periodic payments to the **CONTRACTOR** for landfill operation as provided in this Agreement.

The **CITY** shall be responsible for the costs and expenses associated with the permitting of the Facility after the **CONTRACTOR** obtains the permits and approvals required to be obtained by the **CONTRACTOR** pursuant to the Design and Construction Agreement, and the costs and expenses of closure and post-closure of the Facility.

Closure does not include the maintenance of side slopes which have been capped prior to the date when the Facility ceases to receive solid waste. If the **CITY** chooses to pre-cap such side slopes, maintenance thereof shall be considered as part of normal operations until the Facility ceases to receive solid waste.

3.8 Financial Responsibility. The **CITY** shall comply with Section 17 - 701.076, F.A.C., and shall provide the **CONTRACTOR** with copies of all annual cost adjustment statements submitted pursuant to said Section. The **CITY** shall comply with all other Federal, State and local laws, rules, regulations and ordinances concerning the financial

responsibility for expenses and costs associated with the closure and post-closure of the Facility.

3.9 **Ownership and Use of Site.** Until termination of landfill operations, the CITY shall not sell the site or any portion thereof to other than another public body, including but not limited to a solid waste authority, without the CONTRACTOR's written consent thereto. During said period, the CITY shall not use any portion of the site for other than municipal solid waste management activities.

4.0 **TERM OF AGREEMENT**

4.1 **Effective Date.** This Agreement shall become effective on the first date on which solid waste is legally received at the Facility pursuant to the Landfill Design and Construction Agreement. Until the Facility is constructed in conformance with the said Landfill Design and Construction Agreement and solid waste is legally received pursuant thereto, this Agreement shall be of no force or effect.

4.2 **Termination of Operations.** Operations shall be terminated as of the date when the Life of Facility as herein defined has been realized, unless sooner terminated pursuant to the termination provisions set forth in Article 7 hereof.

4.3 **Closure.** Eighteen (18) months prior to the projected date of attainment of full permitted capacity, the CONTRACTOR shall notify the CITY in writing of the projected date. Closure shall be provided for pursuant to Section 2.11 of this Agreement. If requested by the CITY, the CONTRACTOR shall provide all records, data, drawings, maps, test reports and similar such information as may reasonably be requested by the CITY in support of required closure procedures, whether or not the CONTRACTOR is to provide closure.

5.0 **PAYMENTS TO CONTRACTOR**

5.1 **Determination of Fee.** The CONTRACTOR's fee shall be determined on the basis of the volume of solid waste received and accepted as recorded by the CITY scale operators' daily records. The rates to be applied to all solid waste are set forth in Exhibit "B" attached hereto and by this reference made a part hereof.

5.2 **Annual Adjustment of Fee.** On each anniversary date of the commencement of operations pursuant to this Agreement, the then current rates shall be adjusted by a factor which shall be the product of one (unity) and a decimal fraction equal to 0.70 times the preceding twelve-month change in the Consumer Price Index (CPI), said change being expressed as a decimal fraction. The CPI utilized shall be for the most current twelve-month period immediately preceding each annual adjustment date for which published final figures are available. Adjusted rates shall be the product

of the then current rates and the modifier and shall be expressed correct to the nearest whole cent (\$0.01).

On the first anniversary date of the commencement of operations pursuant to this Agreement, however, the then current rates shall be adjusted by a factor which shall be the product of one (unity) and a decimal fraction equal to 0.70 times the change in the Consumer Price Index (CPI) from February 15, 1991 through said first anniversary date, said change being expressed as a decimal fraction.

The Consumer Price Index used herein shall be the revised Consumer Price Index for Urban Wage Earners and Clerical Workers for all items - U.S. City Average, published by the Bureau of Labor Statistics, U. S. Department of Labor, 1967 = 100. In the event that the U. S. Department of Labor, Bureau of Labor Statistics ceases to publish the said Index, the parties shall substitute another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available so as to carry out the intent of this Section.

5.3 Changes in Law. In the event of any Change in Law (as herein defined) which directly and materially increases the **CONTRACTOR's** costs of operating the Facility and is not compensated for pursuant to Section 5.2 hereof, the **CITY** shall adjust the then current fees to compensate the **CONTRACTOR** for such increased costs plus a profit margin of fifteen percent (15%) of such increased costs.

If such increased costs consist, in whole or in part, of payments to a subcontractor, the costs used in calculating the amount of the adjustment shall be restated as if all costs had been incurred directly by the **CONTRACTOR**. Under no circumstances shall the aggregate profit margin of all contractors exceed a total of fifteen percent (15%) of the actual costs exclusive of profit. No pyramiding or multiplication of profit margins shall be included in the adjustment of then current fees provided for by this Section.

The **CONTRACTOR** shall notify the **CITY** of any Change in Law which the **CONTRACTOR** believes will require an adjustment in the then current fees as soon as the **CONTRACTOR** becomes aware of said Change in Law. If requested to do so by the **CITY**, the **CONTRACTOR** shall challenge any such Change in Law at its expense before requesting relief pursuant to this Section. Such challenge shall include appeals to any and all administrative agencies having jurisdiction and to the appropriate court having jurisdiction if requested by the **CITY**. The **CITY** shall retain the right to file its own challenge to any such Change in Law in addition to or in lieu of the **CONTRACTOR's** challenge.

The **CONTRACTOR** shall present its formal request for an adjustment pursuant to this Section as soon as the necessary documentation is reasonably available to it and any challenge to the Change in Law has been determined. The **CONTRACTOR's** formal request shall cite the specific Change in Law upon which the **CONTRACTOR** relies and shall include full documentation establishing the resulting material increase in operating costs. The **CITY** shall be entitled to audit the **CONTRACTOR's** financial and operational records to verify the impact of the Change in Law on the **CONTRACTOR's** operating costs. If the request and any additional information reasonably requested by the **CITY** is provided in a timely manner, any resulting adjustment shall be retroactive to the date when the **CONTRACTOR** first incurred materially increased operating costs as a result of the Change in Law.

In the event that any Change in Law which results in an adjustment of the then current fees pursuant to this Section is subsequently over-ruled, reversed or withdrawn, in whole or in part, the **CITY** shall eliminate or modify the previous adjustment to reflect said subsequent event. The **CONTRACTOR** shall be entitled to retain all sums received as a result of the original adjustment for the period during which the Change in Law was in force and the **CONTRACTOR** sustained documented material increases in operating costs as a result thereof.

5.4 Unusual Increases in Cost. The **CONTRACTOR** may, not more frequently than once annually, petition the **CITY** for an adjustment in the then current fees based upon unusual and unanticipated increases in its cost of operating the Facility not due to factors otherwise provided for in Sections 5.2 or 5.3 hereof. Any such petition shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The **CITY** shall be entitled to audit the **CONTRACTOR's** financial and operational records to verify the increase in operating costs and the reasons therefor.

The **CITY's** sole obligation under this Section shall be to reasonably consider the **CONTRACTOR's** petition and to advise the **CONTRACTOR** of its decision within a reasonable time. The **CITY** may grant the petition in whole or in part or may deny it in its entirety in its sole discretion and for any reason which it deems sufficient. The **CITY** may impose conditions on any relief granted. The decision of the **CITY** shall be final. The **CONTRACTOR** shall have no right to appeal the **CITY's** decision, no right of action to challenge the **CITY's** decision or the reasons therefor, and no right to damages based on the **CITY's** decision or the reasons therefor.

5.5 Monthly Payments. For each month of operations, the **CITY** shall pay the **CONTRACTOR** the Base Amount as herein defined. For each payment except the first, however, the Base Amount shall be adjusted to correspond to the actual amount of solid

waste delivered to the Facility during the previous month. Each payment except the first shall also include payment for all Special Waste handled at the Facility during the previous month.

Monthly payments as provided for by this Section shall be delivered or mailed to the **CONTRACTOR** within seven (7) calendar days after the completion of each month of operations. Each monthly payment shall be accompanied by a copy of the **CITY's** calculations by which the amount of that payment was determined.

5.6 Annual Guarantee. In the event that the **CITY** does not deliver or cause to be delivered a total of at least three hundred ten thousand (310,000) tons of solid waste to the Facility during any Operating Year as herein defined, the **CITY's** payment to the **CONTRACTOR** for the twelfth month of that Operating Year shall be for a total of three hundred ten thousand (310,000) tons times the highest rate for Class I solid waste contained in Exhibit "B" (as amended from time to time pursuant to Sections 5.2, 5.3 and 5.4 hereof), less the amount actually paid to the **CONTRACTOR** for Class I and Class III solid waste during the first eleven (11) months of the subject Operating Year.

Any payment pursuant to the foregoing Paragraph and/or any payment by the **CONTRACTOR** to the **CITY** in the event that the amount paid to the **CONTRACTOR** during the first eleven (11) months of any Operating Year exceeds the **CITY's** liability for the entire subject Operating Year shall be made within thirty (30) calendar days after the final tonnage calculations for the subject Operating Year are available.

6.0 HOLD HARMLESS, INSURANCE AND AGREEMENT SECURITY

6.1 Hold Harmless. The **CONTRACTOR** shall hold harmless, indemnify and defend the **CITY**, its officers, employees, representatives and agents, from and against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, including any and all costs resulting from environmental contamination, arising out of or incidental to any negligent act or omission of the **CONTRACTOR** in the operation of the Facility. In the event of joint negligence on the part of the **CITY** and the **CONTRACTOR**, any loss shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the date first above written. Nothing herein contained shall be interpreted as waiving or abrogating the **CITY's** right of sovereign immunity pursuant to Section 768.28, Florida Statutes, or any successor statute.

At its option, the **CONTRACTOR** shall have the right to actively participate in the defense of any action in which damages are sought which might be its

ultimate responsibility. If the **CONTRACTOR** elects to exercise said right, it shall bear all of its defense costs, including attorneys' fees.

In addition thereto, the **CONTRACTOR** shall indemnify the **CITY** for any and all costs in excess of the fees for disposal provided for herein (as adjusted from time to time) incurred by the **CITY** in providing alternative means of solid waste disposal in the event that any negligent act or omission of the **CONTRACTOR** results in an administrative order, court order or injunction requiring permanent cessation or temporary interruption of use of the Facility before it has received a total of 14,584,752 tons of solid waste. The **CONTRACTOR's** said obligation to indemnify the **CITY** for the excess cost of alternative means of solid waste disposal shall not exceed 14,584,752 tons of solid waste less the volume received prior to cessation of operations. The **CONTRACTOR** shall have the right at its option to make other arrangements for the legal disposal of the amounts of solid waste provided for herein in lieu of making the payments otherwise required by this Paragraph.

6.2 Insurance. Without limiting its liability under this Agreement, the **CONTRACTOR** shall procure and maintain at its sole expense during the life of the Agreement, insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Limits</u>
<u>Workers' Compensation</u> Florida Statutory Coverage & Employer's Liability (including appropriate federal acts)	Statutory/\$100,000
<u>Commercial General Liability</u> Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors	\$500,000 Combined Single Limit
<u>Environmental Liability</u>	\$10,000,000 Combined Single Limit
<u>Automobile Liability</u> All Autos - Owned, Hired or Used	\$300,000 Combined Single Limit

The **CONTRACTOR's** commercial general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained in Section 6.1 hereof. It shall also name the **CITY** as an additional insured for liability arising out of operations performed by the **CONTRACTOR** for the **CITY** pursuant to this Agreement.

All insurance shall be written by a company or companies licensed to do business in the State of Florida and shall be in a form reasonably satisfactory to the

CITY. Prior to commencing any work under this Agreement, certificates evidencing the maintenance of said insurance shall be furnished to the **CITY** and shall be subject to the approval of the **CITY's** Office of Insurance and Risk Management.

All insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the **CITY**, addressed to Office of Insurance and Risk Management, Room 605, City Hall, 220 East Bay Street, Jacksonville, Florida 32202.

6.3 Agreement Security. The **CONTRACTOR** shall obtain and maintain at his expense for the term of this Agreement both a Performance Bond and a Payment Bond. Each Bond shall be written by a surety licensed in the State of Florida and acceptable to the **CITY**. Amounts of bonds shall be as follows:

Performance Bond - Two hundred percent (200%) of the projected annual payment to the **CONTRACTOR** under this Agreement, computed based on 558,000 tons per year quantity and fees currently in effect as updated annually.

Payment Bond - Twenty-five percent (25%) of the projected annual payment to the **CONTRACTOR** under this Agreement, computed based on 558,000 tons per year quantity and fees currently in effect as updated annually.

7.0 TERMINATION

7.1 For Cause. Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: (i) terminate this Agreement as of any date; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law or equity.

In the event that in the exercise of due diligence during the aforesaid thirty (30) day period a cure cannot reasonably be effected, such thirty (30) day period shall be extended to include such additional time as is reasonably necessary to effect cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended cure period.

In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

7.2 Repeated Defaults. In the event that the **CONTRACTOR's** record of performance shows that the **CONTRACTOR** has frequently, regularly or repetitively defaulted in the performance of any of the material covenants and conditions required

herein to be kept and performed by the **CONTRACTOR** and regardless of whether the **CONTRACTOR** has corrected each individual condition of default, the **CONTRACTOR** may be deemed a "habitual violator" and all of said defaults may be considered collectively to constitute a condition of default. The **CITY** may thereupon issue the **CONTRACTOR** a final warning citing the circumstances therefore, and any single material default by the **CONTRACTOR** within one year after said warning shall be grounds for termination of this Agreement. In the event of any such single subsequent default within one year, the **CITY** may terminate this Agreement upon the giving of written final notice to the **CONTRACTOR**.

7.3 Interim Operations. In the event that this Agreement is terminated pursuant to either Section 7.1 or Section 7.2, the **CONTRACTOR** shall continue operations for an interim period of up to one hundred twenty (120) calendar days if requested to do so by the **CITY** in order to allow the **CITY** to obtain the services of a successor contractor or to make arrangements to undertake operation of the Facility with its own forces. The **CONTRACTOR** shall be paid for its services during said interim period at the rates and factors set forth in the last payment schedule in effect prior to issuance of written final notice of termination.

7.4 Assignment of Permits. Upon termination of this Agreement, the **CONTRACTOR** shall assign all permits to the **CITY** and/or shall cooperate with the **CITY** in having such permits re-issued in the **CITY's** name if requested to do so by the **CITY**. Said permits shall include the Certificate of Public Convenience and Necessity issued pursuant to Chapter 380, Ordinance Code.

7.5 Excess Land Costs. In the event of termination of this Agreement prior to the receipt of 14,584,752 tons of solid waste at the Facility, the **CONTRACTOR** shall have the right to be paid by the **CITY** an amount representing the unrecovered portion of its amortized excess land costs. That amount shall be calculated by multiplying the total number of tons of Class I and Class III solid waste paid for by the **CITY** prior to the effective date of termination times \$.67 per ton and deducting the product from \$9,769,389.00.

The **CITY** shall not be required to prepay or to post security for the said excess land costs in order to exercise any of its rights pursuant to this Agreement, including its right of termination pursuant to Sections 7.1 or 7.2. The **CITY** shall be entitled to offset any losses sustained as a result of the termination for which it has not otherwise been compensated against the amount of such excess land costs.

8.0 GENERAL CONDITIONS

8.1 Notices. Notices of conditions or situations effecting the work to be performed under this Agreement shall be given in writing between designated operating personnel of the **CONTRACTOR** and the **CITY**. All other notices shall be given in writing, to be delivered by certified mail, to the parties at their respective addresses as set forth below:

If to **CONTRACTOR**, at:

Trail Ridge Landfill, Inc.
c/o Waste Management of North America, Inc.
500 Cypress Creek Road, W., Suite 300
Ft. Lauderdale, Florida 33309

If to **CITY**, at:

Director of Public Utilities
City of Jacksonville
219 Newnan Street
Jacksonville, Florida 32202

8.2 Force Majeure. Neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- (a) strike, work stoppage or slowdown;
- (b) acts of God (except normal weather conditions for the Jacksonville, Florida area), hurricane, tornado, lightning, or earthquake;
- (c) acts of war, civil insurrection or terrorism;
- (d) fire or flood not caused by the party unable to perform; or
- (e) failure to issue or to renew any permit essential to the operation of the Facility if said failure to issue or renew is not due to improper conduct or to any negligent or intentional act or omission on the part of the party unable to perform.

8.3 Assignment. This Agreement is assignable only upon the written consent of the other party and subject to such consent, shall be binding upon, and inure to the benefit of, the assignor's successors and assigns.

8.4 Amendment. This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

8.5 Governing Law and Venue. This Agreement shall be interpreted and enforced pursuant to Florida law. Any action to interpret and/or enforce this Agreement shall be brought and maintained in either the Circuit Court, Fourth Judicial Circuit in

and for Duval County, Florida, or the United States District Court, Middle District of Florida, Jacksonville Division.

8.6 Order of Precedence. In the event of any conflict between the provisions of this Agreement and those of the Exhibits attached hereto, the provisions of this Agreement shall govern.

8.7 Construction. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

8.8 Savings Clause. In the event that one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

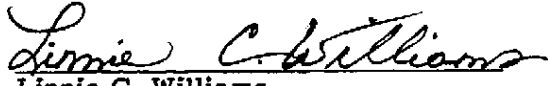
8.9 Authority. The CITY represents and warrants that it has the power and authority to enter into this Agreement, that all necessary ordinances, resolutions and other approvals have been duly enacted or obtained, and that upon execution hereof by the CITY and approval by the City Council, this Agreement shall become a valid and binding obligation of the CITY.

8.10 Performance Guarantee. In the event that Trail Ridge Landfill, Inc. fails to fulfill any of the responsibilities of the CONTRACTOR set forth herein within the time limits specified or, if no time limit is specified, within a reasonable time, Waste Management of North America, Inc. shall fulfill said responsibilities and thereafter shall be treated as the "CONTRACTOR" hereunder for all purposes.

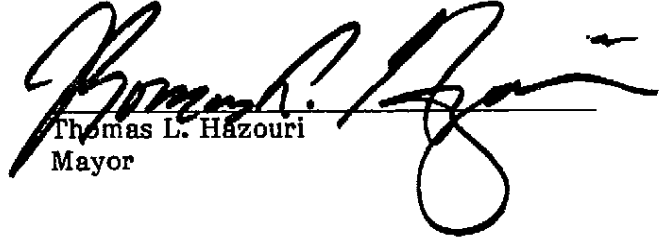
8.11 Financial Guarantee. In the event Waste Management of North America, Inc. fails to fulfill the Performance Guarantee set forth in Section 8.10 hereof within the time limits specified or, if no time limit is specified, within a reasonable time, Waste Management, Inc. shall provide the financial support and resources necessary to allow Trail Ridge Landfill, Inc. and/or Waste Management of North America, Inc. to fulfill their responsibilities and/or to pay any damages the CITY may incur as a result of their failure to perform their responsibilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

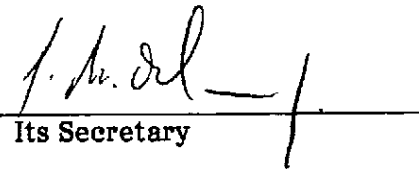
ATTEST:


Linnie C. Williams
Corporation Secretary

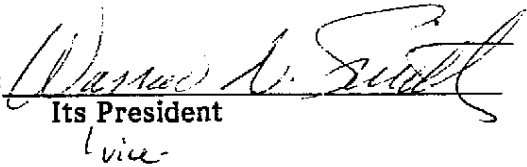
CITY OF JACKSONVILLE


Thomas L. Hazouri
Mayor

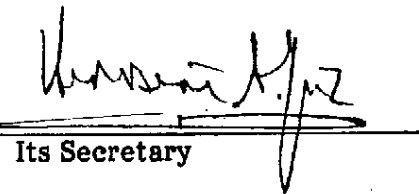
ATTEST:

By: 
Its Secretary

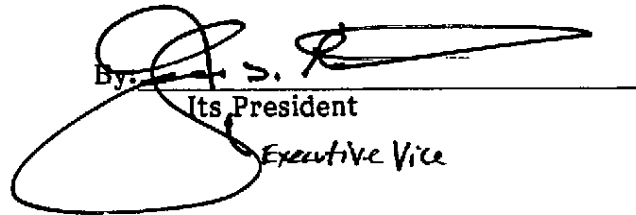
TRAIL RIDGE LANDFILL, INC.

By: 
Its President
Vice

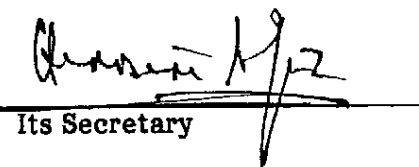
ATTEST:

By: 
Its Secretary

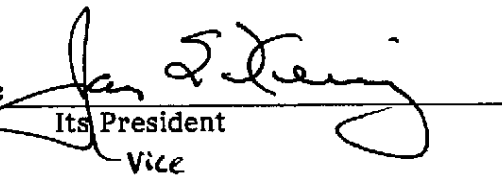
WASTE MANAGEMENT OF NORTH AMERICA, INC.

By: 
Its President
Executive Vice

ATTEST:

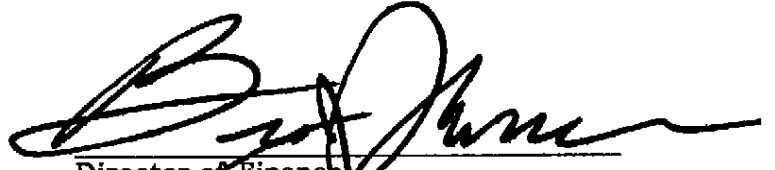
By: 
Its Secretary

WASTE MANAGEMENT, INC.

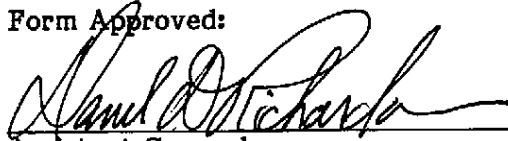
By: 
Its President
Vice



In compliance with the Charter of the City of Jacksonville, I certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the City's obligations hereunder for the current fiscal year and that provision has been made for the payment of the monies provided therein to be paid during said current fiscal year.


Director of Finance
City of Jacksonville
6951-

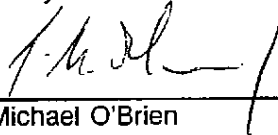
Form Approved:


Assistant Counsel
City of Jacksonville

CERTIFICATE OF ASSISTANT SECRETARY OF TRAIL RIDGE LANDFILL, INC.

I, T. Michael O'Brien, the duly elected Secretary of Trail Ridge Landfill, Inc., a Delaware corporation (the "Corporation"), hereby certify that Warren N. Smith is a duly elected Vice President of the Corporation and that he executed the Landfill Operation Agreement between the City of Jacksonville and the Corporation on behalf of the Corporation.

IN WITNESS WHEREOF, I have subscribed my name as Secretary this 18th of June, 1991.



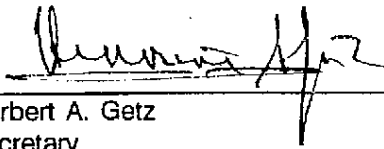
T. Michael O'Brien
Secretary

(SEAL)

CERTIFICATE OF SECRETARY OF WASTE MANAGEMENT OF NORTH AMERICA, INC.

I, Herbert A. Getz, the duly elected Secretary of Waste Management of North America, Inc., an Illinois corporation (the "Corporation"), hereby certify that Jerome D. Girsch is a duly elected Executive Vice President of the Corporation and that he executed the Landfill Operation Agreement between the City of Jacksonville and Trail Ridge Landfill, Inc. on behalf of the Corporation.

IN WITNESS WHEREOF, I have subscribed my name as Secretary this 25th day of JUNE, 1991.



Herbert A. Getz
Secretary

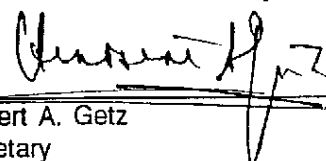
(SEAL)

CERTIFICATE OF THE SECRETARY OF WASTE MANAGEMENT, INC.

I, Herbert A. Getz, the duly elected Secretary of Waste Management, Inc., a Delaware corporation (the "Corporation"), hereby certify that the persons listed below are duly elected officers of the Corporation and that the persons who executed the Landfill Operation Agreement between the City of Jacksonville and Trail Ridge Landfill, Inc. of behalf of the Corporation are the same persons who appear on this Certificate.

<u>Incumbent</u>	<u>Title</u>
Jerome D. Girsch	Vice President
James E. Koenig	Vice President

IN WITNESS WHEREOF, I have subscribed my name as Secretary this 25th day of JUNE, 1991.



Herbert A. Getz
Secretary

(SEAL)



EXHIBIT "A"

SPECIAL WASTE

Category I Special Wastes are wastes that are light, difficult to handle, subject to airborne dust and as such create potentially unsafe or unhealthy conditions for employees and which require pre-acceptance site preparation and special handling procedures during disposal (i.e., asbestos, fly ash, powdery chemicals, etc.).

Category II Special Wastes are wastes requiring special acceptance procedures and monitoring pursuant to **CONTRACTOR's** Special Waste management policies, but which require no special site preparation for disposal on the landfill working area.

Category III Special Wastes are wastes prohibited by law or regulation from landfill disposal (i.e., whole tires, white goods, lead acid batteries) but which nevertheless are deposited at the landfill working area and are removed from the working area by the **CONTRACTOR** for on-site storage and further handling by the **CONTRACTOR**.

Category IV Special Wastes are wastes prohibited by law from landfill disposal (i.e., whole tires, white goods, lead acid batteries and used motor oil) which are deposited by the transporter at the on-site storage area and held for further handling by the **CONTRACTOR**.



4. Citizen's Drop-Off/Recycling Facility - For manning, maintaining and operating the citizen's drop-off/recycling facility:

a) Automobile/Pick-up drop-off container - \$8.38 per ton as weighed in container.

b) Haul and dump automobile/pick-up drop-off container at landfill - \$50.00 per pull.

c) Recyclable materials containers - \$150.00 per pull (20 or 40 yard container) delivered to the City's contract recycling facility.

d) Facility full-time attendant - \$125.00 per 10-hour day.

e) Roll-off (20 yard) containers for garbage/trash drop-off and recyclable materials - \$2,600.00 each or \$45.00 per month lease.



EXHIBIT "B"

RATES

1. Solid Waste accepted at the Class III site \$7.85/ton
2. Solid Waste accepted at the Class I site \$8.38/ton

The \$8.38 rate per ton for regular solid waste received at the Class I facility is based upon an annual tonnage of between 558,001 and 700,000. In the event more or less tonnage is received during an Operating Year, the following initial rates shall apply:

Tons Received (Initial Bench Level)		Initial Bench Rate Per Ton	Initial Incremental Rate Per Ton
<u>Low</u>	<u>High</u>		
310,000	- 400,000	\$ 14.83	\$.43
400,001	- 500,000	\$ 11.59	\$.29
500,001	- 558,000	\$ 9.33	\$.19
558,001	- 700,000	\$ 8.38	\$ 6.21
700,001	- 800,000	\$ 7.94	\$ 6.82
800,001	- 900,000	\$ 7.80	\$ 6.00
900,001	- and up	\$ 7.60	\$ ---

For each incremental tonnage level of the above rate schedule, the bench rate per ton shall apply to all tonnage up to the low end of each associated incremental tonnage level. The incremental rate per ton shall apply to all tonnage in excess of the low end of each associated incremental tonnage level, but not more than the high end of each associated incremental tonnage level.

3. Special Wastes
 - a) Category I
 - \$125.00 site preparation charge
 - \$200.00/ton - 1 ton minimum charge
 - b) Category II
 - \$16.78/ton
 - c) Category III
 - Tires \$10.00 each
(removal from working face, storage on-site, and for periodic shredding and disposal)
 - White goods \$30.00 each
(removal from working face, removal and disposal of capacitors and removal from site)
 - Lead acid batteries \$20.00 each
(removal from working face, storage and removal from site)
 - d) Category IV
 - Tires (receipt for storage on-site and for periodic shredding and disposal)
 - passenger car \$ 1.00 each
 - truck \$ 5.00 each
 - other \$ 10.00 each
 - bulk \$ 75.00/ton plus \$8.38/ton for disposal
 - White goods \$ 15.00 each
(receipt, removal and disposal of capacitors and removal from site)
 - Lead acid batteries \$ 10.00 each
(receipt, storage and removal from site)
 - Motor oil no charge

4. Citizen's Drop-Off/Recycling Facility - For manning, maintaining and operating the citizen's drop-off/recycling facility:

a) Automobile/Pick-up drop-off container - \$8.38 per ton as weighed in container.

b) Haul and dump automobile/pick-up drop-off container at landfill - \$50.00 per pull.

c) Recyclable materials containers - \$150.00 per pull (20 or 40 yard container) delivered to the City's contract recycling facility.

d) Facility full-time attendant - \$125.00 per 10-hour day.

e) Roll-off (20 yard) containers for garbage/trash drop-off and recyclable materials - \$2,600.00 each or \$45.00 per month lease.

