

**RECEIVED**

**August 14, 2020**

Dept. of Environmental Protection  
Office of General Counsel

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

CITY OF DORAL, FLORIDA,

Petitioner,

vs.

Case No. 19-1333

WASTE MANAGEMENT INC. OF FLORIDA  
and STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION,

Respondents.

---

**PETITIONER CITY OF DORAL'S  
NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE**

Petitioner City of Doral, Florida, gives notice of its voluntary dismissal with prejudice and requests entry of an order closing file.

Respectfully submitted this 13<sup>th</sup> day of August, 2020.

  
\_\_\_\_\_  
Luis Figueredo  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166  
Fla. Bar No. 454616  
Telephone: (305) 593-6623

*Attorney for Petitioner, City of Doral*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing Notice of Voluntary Dismissal was filed by email with Lea Crandall, Agency Clerk, Office of General Counsel, Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000, [lea.crandall@floridadep.gov](mailto:lea.crandall@floridadep.gov), [agency\\_clerk@floridadep.gov](mailto:agency_clerk@floridadep.gov); and that copies were provided by email to Chadwick R. Stevens, Deputy General Counsel, Florida Department of Environmental Protection, 3900 Commonwealth Boulevard MS-35, Tallahassee, Florida 32399-3000; [chad.r.stevens@dep.state.fl.us](mailto:chad.r.stevens@dep.state.fl.us); and to counsel for Waste Management Inc. of Florida, Lawrence E. Sellers, Jr., Esq., Holland & Knight LLP, 315 South Calhoun Street, Suite 600, Tallahassee, Florida 32301, at [larry.sellers@hkllaw.com](mailto:larry.sellers@hkllaw.com) and [karen.folden@hkllaw.com](mailto:karen.folden@hkllaw.com), and to Alfredo Gonzalez, Esq., Genovese, Joblove and Battista, 100 SE 2<sup>nd</sup> Street Suite 4400, Miami FL. 33131, at [agonzalez@gjb-law.com](mailto:agonzalez@gjb-law.com), on this 13<sup>th</sup> day of August, 2020.

  
Luis Figueredo

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is made and entered into on August 14, 2020 (the "Effective Date"), by and among CITY OF DORAL, FLORIDA ("City" or "Party" as applicable), a Municipal Corporation and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("Company" or "Party" as applicable). City and Company are collectively referred to herein as the ("Parties"), with reference to the following facts:

### RECITALS

WHEREAS, Company applied ("Application") with the Department of Florida Environmental Protection ("Department") for a substantial modification of existing permit under Application number 0056401-030-SO-SM ("Permit") for the vertical expansion ("Expansion") of the Company's Landfill ("Landfill") located at 9350 NW 89<sup>th</sup> Avenue in Medley, Miami-Dade County, Florida;

WHEREAS, the Department issued its Notice of Intent to Issue Permit Modification No. 0056401-030-SO-SM to Permit No. 0056401-029-SO-MM (dated June 26, 2019) ("Notice of Intent") in order to allow the vertical Expansion requested by Company in the Application;

WHEREAS, City filed with the Department an Amended Petition for Formal Administrative Hearing Pursuant Sections 120.569 and 120.57, Florida Statutes ("Amended Petition") concerning the Notice of Intent. This Amended Petition was assigned Department Case No. 19-1333;

WHEREAS, the Parties now desire to resolve the referenced matter by entering into an agreement by which the Company agrees to undertake certain additional measures and the City agrees to dismiss with prejudice the Amended Petition and allow the issuance of the Permit; and

WHEREAS, the Parties enter into this Agreement in good faith upon the terms and conditions set forth below.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, agreements and conditions set forth below, and their performance, the Parties hereby agree:

### AGREEMENT

1. COMPANY AGREEMENT. The Company as a condition of City's dismissal of its Amended Petition and execution of this Agreement hereby agrees as follows: See Exhibit A, attached hereto and incorporated by reference. Company represents that the Permit (including specific conditions thereto) is not inconsistent with this Agreement. Company agrees to request Amendments to the Permit to the extent reasonably necessary for Company to comply with Exhibit A to the Agreement.

The Parties hereby agree that a City representative (hereinafter "Visitor") may, upon written notice (Notice) to the Company of not less than 24 hours, have access to the Landfill for the sole purpose of confirming that the Company is in compliance with its obligations under Exhibit A of the Settlement Agreement subject to terms, limitations, and conditions set forth in said Exhibit, (Inspections).

Inspections shall be limited to one (1) Inspection per calendar month and further shall be subject to compliance with the following requirements:

- i) Any Visitor to the Landfill shall be escorted by Company employees during any Inspection;
- ii) Proper personal protection equipment including but not limited to shoes, hardhats and reflective vests shall be worn by Visitor;
- iii) All Inspections are subject to postponement based on weather or other safety concerns as reasonably determined by the Company;
- iv) All Inspection rights under this section shall terminate upon closure of operations in the Landfill.

2. **DISMISSAL OF AMENDED PETITION.** The City agrees to dismiss its Amended Petition with prejudice in accordance with form attached hereto as Exhibit B upon execution of this Agreement and said Amended Petition shall thereafter be of no further force or effect. The City shall not file or pursue any legal action in any state, local, federal or administrative tribunal that would stop, hinder, delay, void, or prevent the issuance of the Permit or any other approvals for the Expansion as described in the Agreement.

3. **FAILURE OF PERFORMANCE.** In the event either Party is in default ("Default") of the terms, conditions and obligations under this Agreement the non-defaulting party shall have all rights and remedies under Florida law including the right to seek specific performance in order to enforce its rights under this Agreement.

As a condition precedent to a Default the non-Defaulting Party shall provide the Defaulting Party thirty (30) days' written notice ("Cure Notice") of the Default outlining the cause or causes of the Default with reference to particular sections of the Agreement violated.

The Defaulting Party during the Cure Notice period may state in writing to the non-Defaulting Party that it disputes ("Notice of Dispute") the existence of the alleged Default, and the Parties shall then meet to try and resolve the dispute within 10 days of the Notice of Dispute.

To the extent that the Defaulting Party commences to cure the Default during the Cure Period and continues to work diligently to cure said Default the Default shall be abated and terminated upon completion of the work necessary to cure the Default in accordance with industry practices for completion of the work necessary to cure the Default.

4. **NOTICES.** Any notice, request, demand, consent, approval and other communications under this Agreement shall be in writing, and shall be deemed duly given or made at the time and on the date when personally delivered as shown on a receipt therefor (which shall include delivery by a nationally recognized overnight delivery service) or by facsimile transmission or other electronic (email) means, to the address for each party set forth below. Any party, by written notice to the other in the manner herein provided, may designate an address different from that set forth below.

**If to the City:**

Albert P. Childress – City Manager  
Doral Government Center  
8401 NW 53 rd Terrace- 3<sup>rd</sup> Floor  
Doral, FL 33166  
Attention: \_\_\_\_\_  
Telephone: (305) 593-6690 \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: [Albert.Childress@cityofdoral.com](mailto:Albert.Childress@cityofdoral.com) \_\_\_\_\_

**With a copy to:**

Luis Figueredo – City Attorney  
Doral Government Center  
8401 NW 53<sup>rd</sup> Terrace- 3<sup>rd</sup> Floor  
Doral, FL 33166  
Attention: \_\_\_\_\_  
Telephone: (305) 593-6623 \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: [luis.Figueredo@cityofdoral.com](mailto:luis.Figueredo@cityofdoral.com) \_\_\_\_\_

**If to Company:**

Waste Management Inc. of Florida  
2700 Wiles Road  
Pompano Beach, FL 33077  
Attention: Ron Kaplan  
Telephone: 954-984-2000  
Fax: 954-984-2057  
Email: [rkaplan@wm.com](mailto:rkaplan@wm.com)

**With a copy to:**

Alfredo L. Gonzalez, Esq.

Genovese Joblove & Battista, P.A.  
100 S.E. 2nd Street, Ste. 4400  
Miami, FL 33131  
Telephone: 305-349-2300  
Fax: 305-349-2310  
Email: [agonzalez@gjb-law.com](mailto:agonzalez@gjb-law.com)

or to such other address as the respective parties may hereafter designate by notice in writing in the manner specified above. Any notice may be given on behalf of any party by its counsel. Notices given in the manner aforesaid shall be deemed sufficiently served or given for all purposes under this Agreement upon the earliest of (i) actual receipt (including receipt of a facsimile or email copy, but only if an original of such facsimile is properly sent by overnight courier as provided above) or refusal by the addressee, or (ii) three business days following the date such notices, demands or requests shall be deposited in any Post Office, or branch Post Office regularly maintained by the United States Government, or (iii) one business day after delivered to the overnight courier service, as the case may be.

5. **GENERAL RELEASE.** Upon the Parties' execution of this Agreement, in consideration of Company's undertakings as set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, and each of their respective insurers, successors, assigns, agents, attorneys, employees, officers, directors, shareholders, representatives, hereby fully release, acquit and forever discharge Company and its affiliates, and each of their respective insurers, predecessors, successors, assigns, agents, attorneys, officers, members, directors, shareholders, managers, employees, representatives, and affiliated companies, past and present, from any and all manner of actions, claims, demands, suits, damages, or other assertions, whether known or unknown liquidated or unliquidated, fixed or contingent, direct or indirect, that City ever had, now has, shall or may have against Company from the beginning of the world to the Effective Date of the Agreement, for, upon or by reason of any matter, act or thing whatsoever, including, but not limited to, any and all claims arising out of or related to this Agreement, the Amended Petition and the Expansion as described in this Application.

6. **LEGAL FEES.** In any action at law or in equity arising under or relating to this Agreement or the relationship of the Parties hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including fees and costs at the appellate level, in addition to any other relief to which it may be entitled.

7. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective heirs, successors and permitted assigns.

8. **WAIVER OF JURY TRIAL.** THE PARTIES MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE INCLUDING ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS CLAIMS,

THIRD-PARTY CLAIMS AND INTERVENOR'S CLAIMS WHETHER ARISING FROM OR RELATED TO THIS AGREEMENT.

9. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties. Execution and delivery of this Agreement by facsimile or by .pdf, or similar attachment, to an electronic mail message shall be binding upon any party so confirming and shall be deemed original signatures.

10. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any, made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied herein are of any force and effect. The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by all of the Parties hereto and making specific reference to this Agreement.

11. **INCORPORATION OF RECITALS.** The Recitals contained at the beginning of this Agreement are incorporated herein and the Parties agree said Recitals are true, correct and binding on the Parties.

12. **CONSTRUCTION.** The Parties each acknowledge that they have had the opportunity to make revisions to this Agreement, and that the Parties agree that any rule of construction to the effect that any ambiguities are to be construed against the drafting party shall not apply in the interpretation of this Agreement.

13. **ADVICE OF COUNSEL.** The Parties acknowledge that they have been represented by counsel of their own choice in the negotiations leading up to the this Settlement Agreement and that they have read this Settlement Agreement and have had the opportunity to receive an explanation from legal counsel regarding the legal nature and effect of the same, and each Party has had it fully explained to them by their counsel and understands the terms and provisions of this Settlement Agreement and its nature and effect. Each Party further represents that it is entering into this Settlement Agreement freely and voluntarily, relying solely upon the advice of their own counsel, and not relying on the representation of any other Party or of counsel for any other Party.

14. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any entity or person other than the Parties hereto and their respective successors and assigns, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof, and the covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the Parties hereto. It is expressly understood between the Parties that nothing in the

Agreement is intended to in any way prejudice or limit the Parties' ability to pursue any claims available to them against any other persons or entities, and that no release or waiver provided in this Agreement shall be construed to release or waive any such claims. Except as provided in this Agreement, the Parties reserve all rights to pursue claims against any parties other than the Parties to this Agreement. However, nothing in this Settlement Agreement constitutes tolling of any applicable statute of limitations or any waiver of defenses. Nothing in this Agreement shall be construed to release or waive any claims or defenses that the Parties may have against any non-party to this Agreement.

15. **COOPERATION.** The Parties shall cooperate with each other in good faith with respect to terms and conditions of this Agreement and shall take such further actions as may be necessary to carry out the terms of this Agreement.

16. **AUTHORITY.** Each Party to this Agreement represents and warrants that the individuals executing this Agreement are duly authorized to so act and it is the intent of each Party to be bound to this Agreement by the signing hereof.

17. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by, and construed and enforced in accordance with laws of the State of Florida without regards to its conflict of laws principles. Venue for any litigation shall be the applicable state or federal court with jurisdiction in Miami-Dade County, Florida.

18. **TIME FOR ACCEPTANCE.** If this Agreement is not executed by the Parties and approved by the City Council by August 14<sup>th</sup>, 2020, the Agreement shall terminate ("Termination Date") and shall thereafter be null and void and not binding on the Parties. The Parties may extend the Termination Date by way of a written extension executed by all Parties.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date first above written.

WITNESSES:

Leah Garris

Leah Garris

Print Name

Coleen Haulihan

Coleen Haulihan

Print Name

WASTE MANAGEMENT INC.  
OF FLORIDA, a Florida corporation

By: David Myhan

Print Name: DAVID MYHAN

As its: PRESIDENT

CITY OF DORAL FLORIDA,

Connie Diaz

Print Name connie diaz

Yamilet Hernandez

Print Name Yamilet Hernandez

a Municipal Corporation

By: [Signature]

Print Name: Alonso P. Chiribasso

As its: City Manager

Aug. 14, 2020

**RESOLUTION No. 20-160**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA ON THE AMENDED PETITION FOR A FORMAL ADMINISTRATIVE HEARING, CHALLENGING THE DEPARTMENT OF FLORIDA ENVIRONMENTAL PROTECTION NOTICE OF INTENT TO ISSUE PERMIT MODIFICATION FOR THE VERTICAL EXPANSION OF THE MEDLEY LANDFILL; ATTACHED HERETO AND MADE PART HEREOF AS EXHIBIT "A"; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Waste Management Inc of Florida (Company) applied ("Application") with the Department of Florida Environmental Protection ("Department") for a substantial modification of existing permit under Application number 0056401-030-SO-SM ("Permit") for the vertical expansion ("Expansion") of the Company's Landfill ("Landfill") located at 9350 NW 89th Avenue in Medley, Miami-Dade County, Florida; in 2015; and

**WHEREAS** the Department issued its ("Notice of Intent") Notice of Intent to Issue Permit Modification No. 0056401-030-SO-SM to Permit No. 0056401-029-SO-MM (dated June 26, 2019) in order to allow the vertical Expansion requested by Company in the Application; and

**WHEREAS**, the City filed with the Department an ("Amended Petition") Amended Petition for Formal Administrative Hearing Pursuant Sections 120.569 and 120.57, Florida Statutes concerning the Notice of Intent. This Amended Petition was assigned Department Case No. 19-1333; and

**WHEREAS**, the City and the Company now desire to resolve the referenced matter by entering into an agreement by which the Company agrees to undertake

certain additional measures and the City agrees to dismiss with prejudice the Amended Petition and allow the issuance of the Permit; and

**WHEREAS**, the Parties have negotiated a Settlement Agreement in good faith upon the terms and conditions set forth in the Settlement Agreement attached and incorporated as Exhibit "A".

**WHEREAS**, the City Council finds it to be in the best interests of the City and its residents to have the City enter into the Settlement Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval and Authorization.** The Settlement Agreement between the City of Doral and the Company, substantially in the form attached hereto as Exhibit "A," is hereby approved, subject to the City Attorney's approval as to form, content and legal sufficiency. The City Manager is authorized to finalize and execute the Settlement agreement, in substantially the same form as attached and to authorize the City Attorney to dismiss the Amended Petition.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of August, 2020.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBIT “A”

## EXHIBIT A to Settlement Agreement

1. Company will install approximately 10 acres of final geomembrane cap on the Southwest side of the landfill facing Doral. This area will be capped with a final cover and then sod and will not be refilled with waste. The area, identified in Figure 1, will be filled to final permitted grades with waste material starting in late 2020 or early 2021 and the capping construction project will begin in 2021 and shall be continued with due diligence until completion, subject to delays caused by events of force majeure, the existing pandemic or similar events and conditions or events not in the control of Company such as delays in procuring or denials of required governmental permits. All landfill operations will begin to move away from the Doral boundary after filling and cap installation.
2. Company will construct a new landfill cell on the Southeast side of the landfill as shown in Figure 2 in order to provide landfilling airspace further away from the Doral boundary. Construction will commence in Q4 2020 or Q1 of 2021 and shall be continued with due diligence until completion and certification, subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions or events not in the control of Company such as delays in procuring or denials of required governmental permits. Once the new cell on the East side of the landfill is constructed and placed into service Company will move filling operations away from the City of Doral for as long as operationally feasible at the discretion of Company. In addition, Company will demolish and relocate the existing office building and maintenance shop in order to construct a new landfill cell on the East side of the landfill shown in Figure 3, to provide additional airspace capacity as far away from the City of Doral as possible. When the Company determines that the landfilling operation in the new Southeast cell or in the new East cell is no longer operationally feasible, Company will immediately notify the City and implement the odor mitigation controls identified in Sections 7, 8, and 9 for the areas referenced in those Sections. Upon request by the City the Company agrees to meet with the City to discuss odor complaints. If the Company reasonably determines that such complaints are a result of operations in other areas of the landfill, Company shall implement the odor mitigation controls identified in Item 7, 8 and 9 of this document in such areas and for such time as Company determines in its reasonable discretion that such action is necessary. Company shall exercise reasonable efforts to commence construction of the East side cell in Q1 or Q2 of 2022 and shall be continued with due diligence until completion, subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions or events not in the control of Company such as delays in procuring or denials of required governmental permits.
3. Company will continue the current bird control abatement program at the site to ensure that birds are not roosting at the landfill and becoming a nuisance to the surrounding neighborhood. Company has been utilizing an extensive bird abatement program that includes flying a trained falcon at the site to drive nuisance birds away and prevent them from roosting.

4. In order to ensure the continued efficient and complete collection of landfill gas, Company will install an additional 10-12 landfill gas collection wells as needed but in no event, less than 10 additional wells in the existing landfill footprint over and above those required by permit. The anticipated location of these wells is indicated in Figure 4; the exact location and number of additional wells will be determined by the Company and its engineering team to maximize gas collection. Company shall exercise commercially reasonable best efforts to install such additional landfill gas collection wells during or before Q1 2021 subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions and events, not in the control of Company such as delays or denials of required governmental permits.
5. In conjunction with the installation of additional gas collection wells Company will install approximately 10,000 additional feet of gas collection piping to further ensure the complete collection, transmission, and destruction of landfill gas. The installation of the additional gas collection piping will begin in 2020 and be completed by Q2 2021 and shall be continued with due diligence until completion, subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions or events not in the control of Company such as delays in procuring or denials of required governmental permits.
6. Although the current landfill flare capacity is sufficient for the destruction of all the gas produced by the Landfill, Company agrees to purchase and install an additional 5,000 cubic foot per minute landfill gas flare to expand and maintain the gas collection and management system at the site. This will provide both redundancy to the current flare system as well as expanded capacity to manage any additional gas produced from the additional wells and collection piping installed. Company shall exercise commercially reasonable best efforts to complete installation of the additional gas flare during or before Q2 of 2021. The gas collection and management system will operate continuously and burn landfill gas at high temperatures to destroy any odorous compounds contained in the gas stream.
7. Company will install a new vapor-based odor control system (“System”) targeting the Southwest corner of the Landfill facing the City of Doral. Company has been testing the System on a trial basis for the past several months with excellent results. In addition, Company will agree to extend the System along the Southern and Western boundaries of the Landfill as required to provide additional protections to the City of Doral. Company shall exercise commercially reasonable efforts to install the above mentioned extension of this System. The target date for installation will be December 2020 subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions and events, not in the control of Company such as delays or denials of required governmental permits. The System will be operated in accordance with the manufacturers guidelines and while the Company is conducting landfill operations in the currently constructed cells. It is the parties intent in this section to operate the System so as to enhance the benefits to the

Grand Bay neighborhood and other adjacent communities which are most impacted by the Landfill Operations, (hereinafter in this Exhibit “A” referred to as “Impacted Neighborhoods”).

8. Company will expand the existing mobile odor neutralizing system to include 2 Working Face Misting Cannons (WFMC). These cannons will be operated at the point of material placement in accordance with best industry practices to neutralize any potential odors. The system will be operated whenever waste is being placed in the landfill cells adjacent to the City to continuously apply odor neutralizing agent while waste is being placed. It is the intent of the parties hereto to implement this System so as minimize the impact of the Landfill Operation on the Impacted Neighborhoods. The target date for installation will be September 15, 2020 subject to delays caused by events of force majeure, the existing pandemic or similar events and other conditions and events, not in the control of Company such delays or denials of required governmental permits. Company shall use commercially reasonable efforts to complete the work described herein. Upon request by the City the Company agrees to meet with the City to discuss odor complaints. If the Company reasonably determines that such complaints are a result of operations in other areas of the landfill, Company shall implement the odor mitigation controls identified in Sections 7, 8 and 9 of this document in such areas and for such time as Company determines in its reasonable discretion that such action is necessary.
9. Company will commit to utilizing the current Working Face Direct Application odor control product as operational requirements dictate going forward unless and until such time as a more effective product or method is identified. In addition, Company agrees to continue to evaluate both products and application rates to identify the most effective way of controlling odors from the working face.
10. Company investigates odor complaints received either directly or through the City of Doral 311 system. In addition, Company has established its own odor hotline and agrees to work with the City to promote the use of same by City residents. The company sends an employee to visit the location of any complaint and document the odor, wind direction and speed, and attempt to determine the source of the odor. If the odor is determined to be coming from the landfill operation a thorough inspection of the landfill is completed to determine the cause and implement a solution as quickly as possible. The majority of recent odor investigations have determined that the odor issues in Doral are caused by a site other than Company. Company is willing to participate in the funding of an independent 3<sup>rd</sup> party inspection process to investigate and determine the source of odor complaints in Doral.
11. Company agrees to limit the acceptance of the following waste types in order to minimize the potential for odors generated from waste discharged into the landfill:
  - o Wastewater Treatment Plant Sludge and grit (WWTP waste): Due to contractual commitments Company cannot eliminate the acceptance of WWTP waste, however Company agrees to limit the acceptance of WWTP waste to a maximum of 5% of

incoming waste measured by weight on a monthly basis starting immediately. In addition, Company agrees to making reasonable efforts to redirect as much WWTP waste as possible to Company disposal sites other than the Landfill. The Monthly WWTP Waste Limit shall not apply during any period of time in which the Governor of the State of Florida or other applicable Governing Body has declared a state of emergency as a result of the following: Hurricanes, tornadoes, cyclones, other weather events, acts of God or other events not in the control of the Company where such events result in increased WWTP Waste deliveries to the Land fill for any particular month during the emergency which extends beyond the WWTP Waste monthly Limits.

Miami Dade County Resource Recovery Facility (“RRF Facility”) “Unders”: Since 2017 “Unders” from the RRF Facility have been accepted at the Company’s Okeechobee Landfill rather than the Landfill. Company agrees to work cooperatively with Miami Dade County to provide disposal for “Unders” at the Okeechobee Landfill for as long as Miami Dade County has a need for the disposal of “Unders.” Although best efforts will be undertaken in regard to disposal of Unders at Okeechobee landfill, the Company reserves the right to extend, amend or continue the existing contracts with the County including the disposal of Unders as the County may require. [Further the Company may enter into new contracts with the County which may include Unders and determine the location where they may be disposed.] Company shall use commercially reasonable efforts to have County not dispose of Unders at the Landfill under any new contract with the County. However if County notwithstanding Company’s request as set forth above requires that Unders be accepted by the Company at the Landfill under a new contract, Company’s only obligation shall be to notify City.

12. Company and City shall hold semi-annual meetings to monitor progress on the implementation of the odor mitigation and other measures stipulated in paragraphs. 1 through 11 above, (Progress Meeting). The Progress Meeting shall terminate on the 30th day of December, 2022 or sooner (Deadline) if Company achieves substantial completion under standard industry practices of the implementation of the odor mitigation and other measures stipulated in paragraphs 1 through 11 above. The deadline shall be extended to cover any period after Deadline necessary for Company to substantially complete the above described work.

# Figure 1

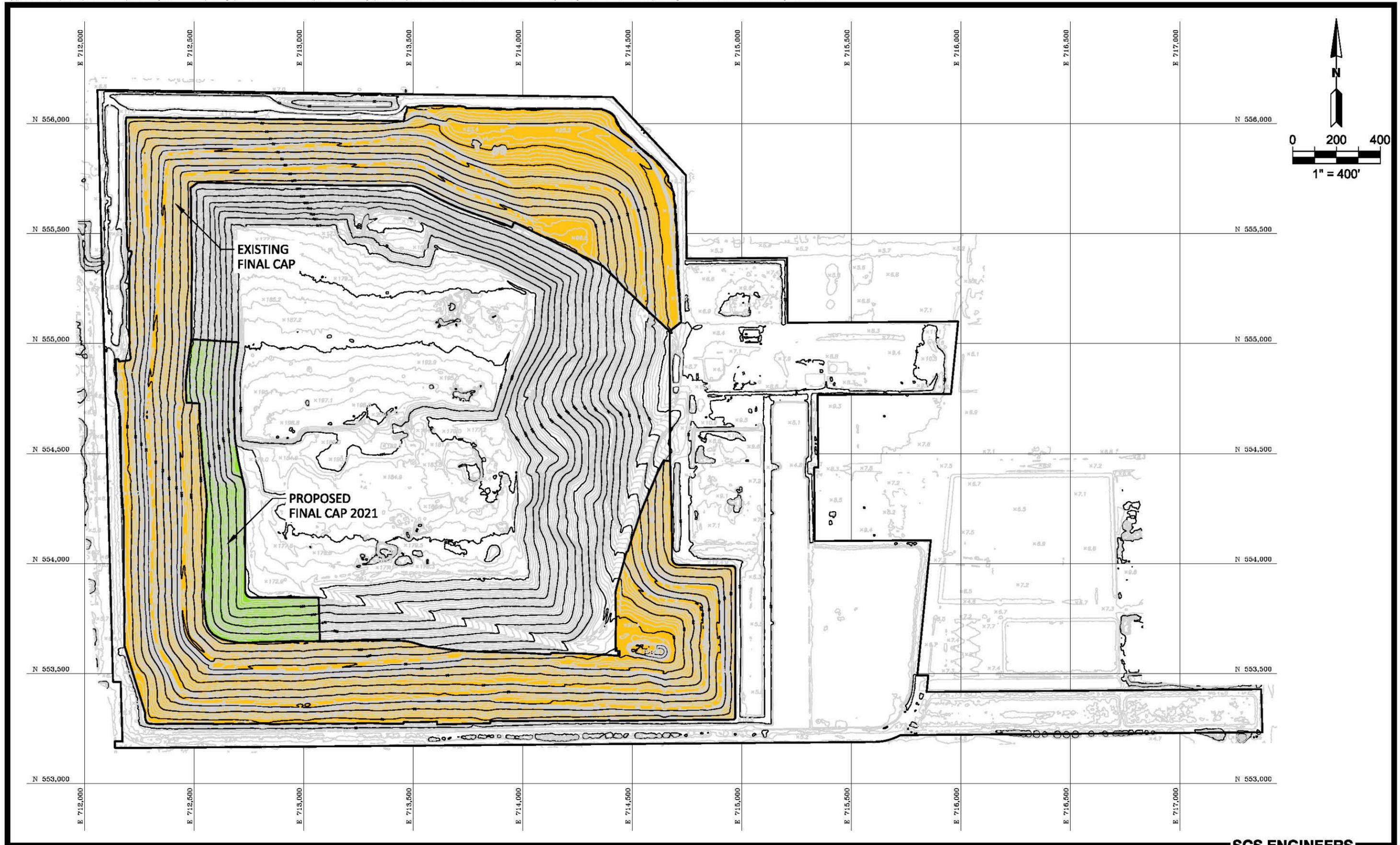


FIGURE 1. PROPOSED FINAL CAP 2021  
MEDLEY LANDFILL

# Figure 2

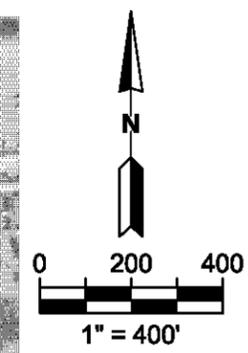


FIGURE 2. SOUTH EAST EXPANSION  
MEDLEY LANDFILL

# Figure 3

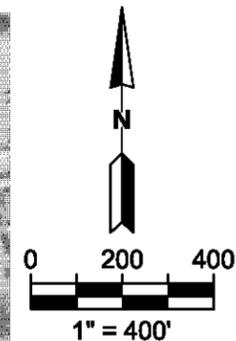
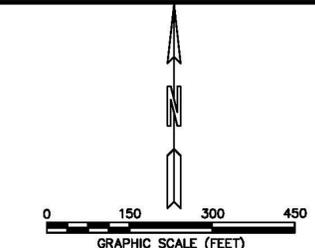
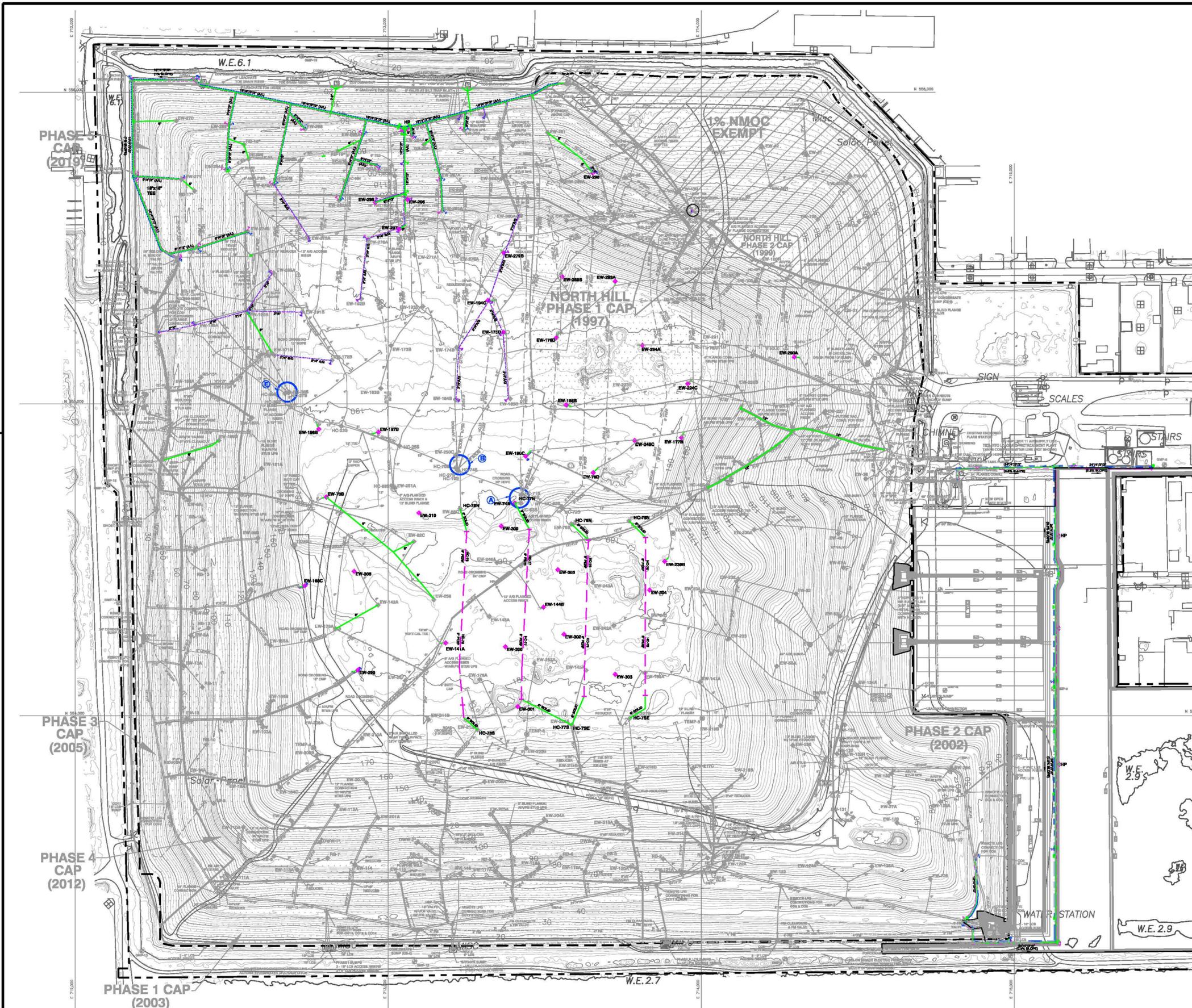


FIGURE 3. EAST EXPANSION  
MEDLEY LANDFILL

# Figure 4



- LEGEND**
- PROPERTY BOUNDARY
  - - - LIMITS OF WASTE
  - ▨ FINAL COVER AREAS
  - ▨ 1% NMOC EXEMPT AREA
  - 2 FT TOPOGRAPHIC CONTOUR LINE
  - 10 FT TOPOGRAPHIC CONTOUR LINE
  - METHANE MONITORING PROBES
  - EXISTING LFG HEADER/LATERAL
  - EXISTING LFG HORIZONTAL COLLECTOR
  - INACTIVE LFG HORIZONTAL COLLECTOR (DRAIN ONLY)
  - EXISTING CONDENSATE FORCEMAIN
  - EXISTING AIR SUPPLY LINE
  - EXISTING LFG VERTICAL WELL
  - EXISTING LFG DOWNSLOPE WELL
  - EXISTING LFG TEMPERATURE PROBE
  - EXISTING LFG ISOLATION VALVE
  - EXISTING CONDENSATE SUMP/TRAP
  - EXISTING STUB UP
  - EXISTING HEADER SAMPLE PORT
  - SURFACE LFG DRAIN PIPING
  - SURFACE LFG WELLHEAD LOCATION
  - \* INDICATES FUTURE CONNECTION
- 2020 ADDITIONAL LFG FEATURES**
- NEW LANDFILL GAS COLLECTION PIPING
  - NEW PERFORATED LANDFILL GAS PIPE
  - NEW LFG VERTICAL WELL
  - LFG CONDENSATE FORCEMAIN
  - LFG AIR SUPPLY LINE

- NOTES:**
1. TOPOGRAPHIC CONTOURS TAKEN FROM AERIAL SURVEY DATED FEBRUARY 19, 2020 BY PICKETT AND ASSOCIATES AND PROVIDED TO CEC BY MEDLEY LANDFILL.
  2. THE EXISTING LFG COLLECTION SYSTEM SHOWN HERE WAS COMPILED FROM VARIOUS SOURCES, AS-BUILT INFORMATION, AND AVAILABLE SITE DRAWINGS AND PROVIDED TO CEC BY MEDLEY LANDFILL.
  3. PROPOSED 2020 GAS COLLECTION SYSTEM FOR NEW WELLS AND PIPING TO IMPROVE COLLECTION AND ELIMINATE ODORS. ADDITIONAL 11 WELLS AND OVER 10,000 FEET OF GAS COLLECTION PIPING BEYOND THE ORIGINAL 2020 BUDGET PLAN FOR MEDLEY LANDFILL. LOCATION OF WELLS AND GAS COLLECTION PIPING MAY VARY BASED ON FIELD CONDITIONS.

2020 GCCS		
PROPOSED QUANTITIES		
ITEM	UNIT	QUANTITY
VERTICAL WELLS	EA	11
VERTICAL DRILLING	VF	880
6", 8", 12", 18" & 24" LANDFILL GAS PIPING	LF	>10,000

**FOR PLANNING PURPOSES ONLY**