

MEMORANDUM

Agenda Item No. 8(O)(4)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

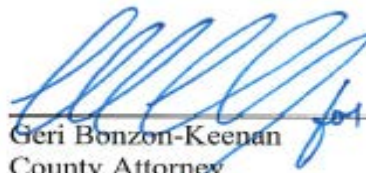
DATE: January 22, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the third amended and restated non-exclusive agreement between Miami-Dade County, Florida, and Waste Connections of Florida, Inc. for use and provision of municipal solid waste disposal services; and authorizing the County Mayor to execute the agreement and exercise all provisions contained therein, including renewal and termination provisions

Resolution No. R-61-25

The accompanying resolution was prepared by the Solid Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: January 22, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Third Amended and Restated Non-Exclusive Agreement Between Miami-Dade County, Florida and Waste Connections of Florida, Inc. for Use and Provision of Municipal Solid Waste Disposal Services

EXECUTIVE SUMMARY

The purpose of this item is to seek approval by the Board of County Commissioners ("Board") to execute a Third Amended and Restated Non-exclusive Agreement for the use and provision of municipal solid waste disposal services between Miami-Dade County, Florida (the "County"), and Waste Connections of Florida, Inc. ("WCF") until October 1, 2035, with two (2) subsequent ten (10) year renewal periods (the "Third Amendment").

RECOMMENDATION

It is recommended that the Board adopt the accompanying resolution authorizing the County Mayor or the County Mayor's designee to execute the Third Amended and Restated Non-Exclusive Agreement, in substantially the form attached as Attachment 1, between the County and WCF. Approval of the Third Amendment provides additional disposal capacity to meet State of Florida concurrency requirements given the closure of the Resources Recovery Facility. It also ensures the County remains in compliance with its Comprehensive Development Master Plan ("CDMP") requirements and avoids the need for a building moratorium.

SCOPE

The WCF-owned and operated Transfer Station in Hialeah, Florida, the Heart of Florida Landfill in Lake Panasoffkee, Florida, and the JED Landfill in St. Cloud, Florida, are all contracted components of the County's solid waste management system (the "System"). The County relies on the transfer station and landfills for its day-to-day solid waste management disposal operations, and to meet the solid waste concurrency requirements of the State of Florida Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Fla. Stat.). The adopted level-of-service standard for solid waste contained in the Solid Waste Sub-element of the CDMP, requires the County to maintain disposal capacity sufficient to accommodate waste flows committed to the System through long-term interlocal agreements or contracts with municipalities and private waste haulers, and anticipated non-committed waste flows, for a minimum of five (5) years. The County provides solid waste concurrency for:

1. The unincorporated municipal service area.
2. Municipalities included in the Solid Waste Collection Service Area (i.e., Aventura, Cutler Bay, Doral, Miami Gardens, Miami Lakes, Opa-Locka, Palmetto Bay, Pinecrest, and Sunny Isles Beach).
3. Municipalities that contract with the County for waste disposal services (i.e., Bal Harbour, Bay Harbor Islands, Coral Gables, Homestead, Miami, Miami Beach, Miami Shores, Miami Springs,

North Bay Village, North Miami, North Miami Beach, South Miami, Surfside, Sweetwater, and West Miami).

Fiscal Impact

The Third Amendment generates disposal revenue and provides low-cost waste disposal that helps preserve County-owned landfill capacity. All revenues and expenses related to the Third Amendment are proprietary to the Department of Solid Waste Management (“DSWM” or “Department”), and no General Fund revenues or expenses are involved.

The Third Amendment requires that WCF must provide the County with a solid waste disposal capacity of 800,000 tons to the System until October 1, 2035, with two 10-year options to renew by the County (until 2055) at the Heart of Florida Landfill and the JED Landfill. The terms under the option to renew may have to be renegotiated by both parties; as such, these terms are subject to change after the initial 10-year period and the disposal fees may not be bound by CPI. This may leave the County vulnerable to a significant rate increase in order to meet future concurrency requirements. . WCF is also required to pay the County disposal surcharge fee. The minimum tonnage subject to the surcharge is 50,000 tons per year, which equates to approximately \$250,000.00 annually at the fiscal year (“FY”) 2025-26 rate of \$5.00. The proposed County Disposal Fee, to be paid by WCF to the County, is \$74.40 per ton for each ton of solid waste delivered to the County for disposal, while the County Transfer Fee, paid by WCF to the County, is \$16.28 per ton for waste delivered to County-owned transfer stations for transfer and disposal. The WCF Disposal Fee, paid by the County to WCF, is \$25.89 per ton for waste delivered to the JED Landfill. Additionally, there is a \$29.00 per ton fee for waste delivered to the Heart of Florida Landfill by the County or on its behalf. From June 1, 2025, upon WCF completing necessary improvements and receiving permits for rail transportation, the WCF Transfer and Disposal Fee, paid by the County to WCF, will be \$72.25 per ton for municipal solid waste delivered by truck or intermodal container. All rates are subject to annual Consumer Price Index adjustment beginning October 1, 2025. The difference between the WCF and County disposal fee per ton allows the County to utilize the lower cost of disposal with WCF to decrease its internal disposal rate and preserve County-owned disposal capacity.

DSWM will also have an annual 249,600 tons waste delivery guarantee at the WCF Intermodal Facility and 62,400 tons at the WCF Transfer Station at 4070 NW 37th Court, Hialeah, Florida. However, at such time as the County’s new waste-to-energy (“WTE”) facility becomes operational, this waste delivery guarantee will be reduced to meet the County’s waste delivery obligation at the new WTE, provided the waste delivery guarantee to WCF does not fall below 250,000 tons annually.

Track Record/Monitor

WCF waste deliveries to DSWM and DSWM waste deliveries to WCF are tracked by DSWM operations staff under the direction of Achaya Kelapanda, Deputy Director for Waste Operations.

Social Equity Statement

The proposed resolution is not anticipated to have any measurable social equity benefit or burden because all customers will be impacted equally.

DELEGATED AUTHORITY

This item authorizes the County Mayor or the County Mayor's designee to execute the Third Amendment and to exercise all provisions contained in the Agreement, including renewal and termination.

BACKGROUND

In 1995, the Board approved a waste disposal agreement ("Waste Disposal Agreement") with Browning Ferris Industries (BFI), for the operation of the Progressive Waste Solutions of Florida, Inc. facility, now known as WCF on June 8, 2018, which required BFI to deliver 300,000 tons of waste to County facilities each year, with 100,000 tons going through the waste transfer stations. In 2001, the Waste Disposal Agreement was amended to include a reduced annual waste delivery requirement of 220,000 tons and reduced transfer station deliveries of 75,000 per year. The Waste Disposal Agreement was further amended in 2015 to refine the waste delivery requirements to ensure that the WCF waste delivery obligations remain consistent with the company's market share over the entire term of the agreement. The waste delivery obligation was fifty-one percent (51%) of the total amount of waste WCF collects in the County (i.e., in the initial year approximately 259,000 tons), with 50,000 tons going to County transfer stations. This was done in order to incorporate WCF facilities as a "Contracted Component" of the System and to mitigate any adverse impacts to the System, as required by Section 15-18 of the Code of Miami-Dade County, Fla. (the "Code"), and to address Bond Ordinance 96-168, which prohibits the County from allowing the operation of private disposal facilities that may compete or tend to compete with the System. This Agreement is also consistent with Policy SW-5B of the CDMP, which discourages the establishment of disposal facilities that are not integrated into the System and was further supported by Article 1, Section 1.01(9) of the County Charter, which empowers the Board to regulate waste collection and disposal in the County.

The Department's Bond Engineer has found this Agreement reasonable and consistent with the County's goals of maintaining the operations of its System and meeting concurrency requirements in the wake of the closure of the Resources Recovery Facility (see Exhibit 1, letter dated December 4, 2024).

The highlights of the Third Amendment are as follows:

- WCF's responsibility includes delivering 51% of the total tons of solid waste it collects, or that is collected on its behalf by third parties within Miami-Dade County, annually and ensuring disposal capacity at its affiliates' landfills, specifically the JED Landfill and/or Heart of Florida Landfill, with a total capacity of 800,000 tons. WCF is required to pay the County a Disposal Surcharge Fee of \$5.00 per ton for 50,000 tons of the waste delivery obligation annually.
- The County will ensure a Weekly Solid Waste Delivery, providing at least 1,200 tons of municipal solid waste each week at its own cost, which WCF has agreed to accept and dispose of accordingly.
- As part of the County's Rail Delivery Obligation, the County is required to deliver 4,800 tons of solid waste per week in intermodal containers to the Heart of Florida Landfill. From June 1, 2025, upon WCF completing necessary improvements and receiving permits for rail transportation, the WCF Transfer and Disposal Fee paid by the County

to WCF will be \$72.25 per ton for municipal solid waste delivered to WCF by truck or intermodal container.

- The fees for waste disposal include a County Disposal Fee of \$74.40 per ton, paid by WCF to the County; a WCF Disposal Fee of \$25.89 per ton for waste delivered to the JED Landfill and \$29.00 per ton for waste delivered to the Heart of Florida Landfill, paid by the County to WCF; and a County Transfer Fee of \$16.28 per ton for waste delivered to County-owned transfer stations, paid by WCF to the County.
- The term of the Third Amendment is through October 1, 2035, with two 10-year options to renew by mutual agreement of both parties.



Jimmy Morales
Chief Operating Officer



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(4)
1-22-25

RESOLUTION NO. _____ R-61-25

RESOLUTION APPROVING THE THIRD AMENDED AND
RESTATED NON-EXCLUSIVE AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA, AND WASTE
CONNECTIONS OF FLORIDA, INC. FOR USE AND PROVISION
OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES; AND
AUTHORIZING THE COUNTY MAYOR OR COUNTY
MAYOR’S DESIGNEE TO EXECUTE THE AGREEMENT AND
EXERCISE ALL PROVISIONS CONTAINED THEREIN,
INCLUDING RENEWAL AND TERMINATION PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Third Amended and Restated Non-Exclusive Agreement between Miami-Dade County, Florida and Waste Connections of Florida, Inc. (the “Agreement”), for the use and provision of municipal solid waste disposal services in substantially the form attached hereto as Attachment 1 is approved, and the County Mayor or County Mayor’s designee is authorized to execute the Agreement and to exercise all provisions contained in the Agreement, including renewal and termination provisions.

The foregoing resolution was offered by Commissioner **Juan Carlos Bermudez** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

	Anthony Rodriguez, Chairman	absent	
	Kionne L. McGhee, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Oliver G. Gilbert, III	nay	Roberto J. Gonzalez	aye
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 22nd day of January, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

dsh

David Stephen Hope

Attachment 1

**THIRD AMENDED AND RESTATED NON-EXCLUSIVE AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND WASTE CONNECTIONS OF FLORIDA,
INC. FOR USE OF THE SOLID WASTE MANAGEMENT SYSTEM AND WASTE
CONNECTIONS FACILITIES FOR MUNICIPAL SOLID WASTE DISPOSAL**

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**THIRD AMENDED AND RESTATED NON-EXCLUSIVE AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND WASTE CONNECTIONS OF FLORIDA,
INC. FOR USE OF THE SOLID WASTE MANAGEMENT SYSTEM AND WASTE
CONNECTIONS FACILITIES FOR MUNICIPAL SOLID WASTE DISPOSAL**

A non-exclusive agreement between the parties for use of the SOLID WASTE MANAGEMENT SYSTEM for solid waste disposal ("Agreement") is made this _____ day of _____, 2024, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "**County**") and WASTE CONNECTIONS OF FLORIDA, INC. ("**WCF**") individually each is a "Party" and collectively, "Parties".

WITNESSETH:

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of County Commissioners (the "**Board**") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for solid waste disposal and management facilities and services; and

Whereas the County desires to maximize the use of contracted components of its Solid Waste Management System to extend the life of County landfills; and

Whereas, the Contract Cities and Contract Haulers (as defined below), desire to use the Solid Waste Management System for their solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate, as applicable); and

Whereas, the Contract Cities, desire to continue their reliance on the Solid Waste Management System to satisfy concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Fla. Stat.), only as it applies to solid waste disposal capacity for the solid waste which each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal, and which is committed to the County for disposal in the Solid Waste Management System in accordance with the interlocal agreements between the Contract Cities and the County, and actually disposed of therein; and

Whereas, on June 8, 2018, Progressive Waste Solutions of FL, Inc., changed its name to Waste Connections of Florida, Inc.; and

Whereas, **WCF** desires to continue operation of a municipal solid waste facility located at 4070 NW 37th Court, Hialeah, Florida in Miami-Dade County (the "**WCF Facility**"); and

Whereas, the County acknowledges that **WCF's** landfills represent resources capable of satisfying, in part, the concurrency requirements of Florida law as well as the County's responsibilities to secure the health, safety and welfare of its citizens by maintaining the long-term availability of solid waste disposal facilities; and

Whereas, by this Agreement, the County and WCF have secured a beneficial long-term contractual relationship to enable the County to utilize a WCF Facility to satisfy the County's (including Contract Cities and Contract Haulers), solid waste disposal needs, including, without limitation, securing the availability of long-term solid waste disposal capacity to satisfy planning and health, safety, and welfare concerns; and

Whereas, the **County** must comply with the stipulations of Bond Ordinance No. 96-168 regarding the construction, acquisition, or operation of any private solid waste disposal facilities within the **County** that may compete or tend to compete with the **County** Solid Waste Management System, and the provisions of Section 15-18 of the Code of Miami-Dade County, Fla. (the "Code"), regarding permitting of resource recovery and management facilities; and

Whereas, **WCF's** commitment to deliver Solid Waste to the **County** contained herein sufficiently mitigates the adverse financial impact to the Solid Waste Management System resulting from operation of the WCF Facility and is consistent with the goals established in the state Solid Waste Management Act (Chapter 403, Part IV, Fla. Stat.).

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the Parties hereto, intending to be legally bound, do hereby agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following capitalized words and phrases shall be given the following respective meanings:

Annual Stated Tons – the total tonnage of Solid Waste collected by **WCF** for disposal, including that which is collected for it by third parties under contract with **WCF** for disposal, from within Miami-Dade County, for the twelve (12) months preceding October 1 of each year.

Base Tons – the total tonnage of Solid Waste collected by **WCF** for disposal, including that which is collected for it by third parties under contract with **WCF** for disposal, from within Miami-Dade County, in the Base Year plus 50,000 tons.

Base Year – the twelve (12) months preceding October 1, 2014.

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this Agreement, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the Agreement; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment

constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent.

Contract City(ies) - the municipal corporation or corporations existing under the laws of the State of Florida, that have entered into an interlocal agreement with the County for use of the Solid Waste Management System.

Contract Hauler(s) - any private waste hauler operating in Miami-Dade County that has a current non-exclusive agreement with the County for commitment to use the System for municipal solid waste disposal.

Contract Rate – the lowest MSW disposal rate offered to Contract Cities and Contract Haulers that are under long-term contract with the County.

County – Miami-Dade County, Florida, by and through its Board of County Commissioners.

Director - the Director of the Department of Solid Waste Management or his/her designee.

Disposal Surcharge Fee – the fee charged to WCF by the County in lieu of WCF delivering MSW tons to County owned and operated landfills or transfer stations.

Environmental Law - all applicable laws, ordinances, orders, and resolutions relating to the environment, including without limitation, rules or regulations relating to the environment issued or enacted by any regulatory agency with jurisdiction over components of the County Solid Waste Management System.

Fiscal Year - the period beginning October 1st of each year and ending September 30th of the subsequent year. The use of the words "annual" or "annually" in this Agreement shall mean a Fiscal Year. All annual amounts stated herein shall be prorated for any partial Fiscal Year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, act of a public enemy, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement which by the exercise of due diligence the Party relying thereon as justification for not performing any obligation under this Agreement shall not have been able to avoid, and which is not the result of a willful, wanton, or negligent action or omission of such Party.

Hazardous Waste - as defined in Chapter 403, Part IV, Florida Statutes, as amended.

Heart of Florida Landfill – the Heart of Florida Landfill, owned by ACMS, Inc., and which is located at 1032 County Road 529A, Lake Panasoffkee, Florida.

JED Landfill – the JED Landfill, owned by Waste Connections of Osceola County, LLC., and which is located at 1501 Omni Way, St. Cloud, Florida.

MDC Disposal Fee(s) - the fee charged to **WCF** by the **County** to dispose of Solid Waste at County-owned solid waste disposal facilities or facilities operated under contract with the **County** for solid waste disposal. This fee does not include any federal, state or local fees, charges or surcharges.

MDC Transfer Fee(s) - the fee charged to **WCF** by the **County** to transfer Solid Waste delivered to County-owned transfer stations for transfer and disposal. This fee does not include any federal, state or local fees, charges or surcharges.

Municipal Solid Waste ("MSW") or Solid Waste or Waste - all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, yard trash, litter, refuse, rubbish, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill, Class III landfill, or resource recovery facility which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form.

Solid Waste Management System ("System") - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County which shall include the North Dade Landfill (21500 NW 47th Avenue); South Dade Landfill (23707 SW 97th Avenue); Resources Recovery Facility (6990 NW 97th Avenue); Waste Management Inc. of Florida's ("Waste Management") Medley Landfill, Medley, Florida (9350 NW 89th Avenue); Waste Management's Okeechobee Landfill Okeechobee County, Florida; Northeast Transfer Station (18701 NE 6th Avenue); Central Transfer Station (1150 NW 20th Street); West Transfer Station (2900 SW 72nd Avenue); Reuter Recycling of Florida (20701 Pembroke Road, Pembroke Pines, Florida); WM Recycling Oakes Road (3250 SW 50th Avenue, Davie, Florida); WM Davie Transfer Station (2380 College Avenue, Davie, Florida); WM Miami Transfer Station (2120 NW 11th Avenue, Miami, Florida); WM/FEC Intermodal Facility (7300 NW 69th Avenue, Miami, Florida); Waste Connections of Florida, Inc. Transfer Station, (4070 NW 37th Court, Hialeah, Florida); Heart of Florida Landfill (1032 County Road 529A, Lake Panasoffkee, Florida); JED Landfill (1501 Omni Way, St. Cloud, Florida) and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor or his/her designee at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

Source-Separated Recyclable Materials - materials separated from MSW at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to clean yard trash, construction and demolition debris, aseptic and gable top containers, corrugated cardboard, magazines, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans, aluminum cans, and other source-separated recyclable materials as may be added to this listing from time to time by the County Mayor, at his sole discretion. Such additions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

Unacceptable Waste - any waste that cannot be legally disposed of at a Class I Landfill, Class III Landfill or resource recovery facility in accordance with Environmental Law.

WCF Disposal Fee(s) - the fee charged to the **County** by **WCF** to dispose of Solid Waste at the A.C.M.S., Inc.-owned Heart of Florida Landfill or the Waste Connections of Osceola County, LLC's JED Landfill, both of which are affiliates entities of **WCF**.

WCF Facility - an intermodal facility located in Miami Dade County and a transfer station facility located at 4070 NW 37th Court, Hialeah, Florida and made available for the acceptance and intermodal transport of Solid Waste to the Heart of Florida Landfill or JED Landfill by or on behalf of or at the direction of the County pursuant to this Agreement.

WCF Transfer & Disposal Fee(s) - the fee charged to the **County** by **WCF** for Solid Waste delivered to a WCF Facility for transfer and disposal of Solid Waste at the Heart of Florida Landfill or JED Landfill.

ARTICLE 1

CONSTRUCTION OF AGREEMENT

The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2

RESPONSIBILITIES OF THE PARTIES

1. Solid Waste Delivery and Acceptance Generally. Annually, beginning October 1, 2024, and subject to the terms and conditions contained herein, **WCF** agrees to deliver, at its sole cost and expense, and the **County** agrees to accept and dispose of, Fifty-One Percent (51%) of the total tons of Solid Waste **WCF** collected in the Base Year, or all the Waste **WCF** collects or that which is collected for it by third parties under contract with **WCF** for disposal, from within Miami-Dade County, whichever is less, at System facilities (the "Waste Delivery Obligation"), plus any annual adjustments made in accordance with section 2 of this Article. The **WCF** Waste Delivery Obligation shall never include tons delivered to it by the County, directed by the County, or on behalf of the County.
2. Adjustments to the Waste Delivery Obligation.
 - i. As of October 1, 2024 and for the term of this Agreement, if in any year **WCF's** Annual Stated Tons is greater than the Base Tons (tons in the Base Year, plus 50,000 tons), the Waste Delivery Obligation shall increase by fifty percent (50%) of the difference between the then most recent Annual Stated Tons and the Base Tons, and the waste delivery requirements contained in section 3 of this Article shall be adjusted accordingly (i.e., if Annual Stated Tons – Base Tons = Positive Difference, then fifty percent (50%) of the positive difference is added to the Waste Delivery Obligation in the then current year beginning October 1st). Once the Annual Stated Tons has surpassed the Base Tons as described above, year-to-year increases in the Annual Stated Tons will be used to determine the waste delivery requirements for the then current year beginning October 1st.

- ii. Alternatively, as of October 1, 2024 and for the term of this Agreement, if **WCF's** Annual Stated Tons is less than the previous year's percent Annual Stated Tons the Waste Delivery Obligation shall be reduced by fifty percent (50%) of the difference, and the waste delivery requirements contained in section 3 of this Article shall be adjusted accordingly (i.e., If the most current Annual Stated Tons – prior year's Annual Stated Tons = Negative Difference; then fifty percent (50%) of the negative difference is subtracted from the Waste Delivery Obligation in the then current year beginning October 1st).
 - iii. During any fiscal year period when the Waste Delivery Obligation is less than fifty-one percent (51%) of the tons collected in the Base Year due to reductions as described in the previous section, then in the event that **WCF's** Annual Stated Tons increase above the previous year's Annual Stated Tons, the full amount of the increase shall be added to the Waste Delivery Obligation for the next year, unless and until the fifty-one percent (51%) of the tons collected in the Base Year level has again been reached, and the waste delivery requirements contained in section 3 of this Article shall be adjusted accordingly (e.g., if the Waste Delivery Obligation had previously been reduced by 10,000 tons and the most current Annual Stated Tons showed an increase of 10,000 tons, the Waste Delivery Obligation would be increased by one hundred percent (100%) of the positive difference in the Annual Stated Tons).
 - iv. Within thirty (30) days of the effective date of this Agreement, **WCF** shall submit an affidavit to the **County** which provides the total number of tons of Solid Waste it collected for disposal, including that Waste collected for it by third parties under contract with **WCF** for disposal, from within Miami-Dade County, in the Base Year. Such affidavit shall be subject to audit by the **County**. Annually thereafter, but no later than October 15th of each subsequent year of this Third Amended and Restated Non-Exclusive Agreement, **WCF** shall submit an affidavit to the **County** which provides the Annual Stated Tons. Such affidavit shall be subject to audit by the **County**. In the event that **WCF** enters into a waste collection agreement with a Miami-Dade County municipality which has an effective long-term waste disposal agreement with the County, the residential waste collected by **WCF** from within that municipality shall be obligated for delivery to the County but shall not be included in the Annual Stated Tons affidavit required pursuant to this section.
3. **WCF Waste Delivery Requirements.** **WCF** shall be required to deliver at least fifty percent (50%) of an amount equal to fifty-one percent (51%) of the tons collected in the Base Year divided by fifty-two (52) weeks multiplied by six (6) weeks in any rolling six (6) week period. The rolling six (6) week delivery amount shall be decreased in proportion to the amount of Solid Waste **WCF** collects for disposal, from within Miami-Dade County, if less than fifty-one percent (51%) of the tons collected in the Base Year. Subject to mutual agreement by **WCF** and the County, without the need for further approval by the Board, the County may adjust the deliveries required by this section.
4. **County Delivery Obligation.** Commencing in the first month upon **WCF** completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, and during the term of this Agreement and subject to the terms and conditions contained herein, the County agrees to deliver weekly to the **WCF**

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Facility, at its sole cost and expense, and **WCF** agrees to accept and dispose weekly no less than One-Thousand Two Hundred (1,200) tons of Municipal Solid Waste. The County Delivery Obligation shall be delivered by route trucks, or trailers, but not by intermodal container. The County Delivery Obligation shall be in addition to the County Rail Delivery Obligation as defined below.

At such time as the County's new waste-to-energy ("WTE") facility becomes operational, the Parties agree to decrease the County's waste delivery guarantee in this section 4 and section 5 below in the event that the Waste committed to WCF pursuant to this Agreement is shown by the County to be required to meet the County's waste delivery obligation to the WTE facility.

5. County Rail Delivery Obligation. Commencing in the first month upon WCF completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, and during the term of this Agreement and subject to the terms and conditions contained herein, the County agrees to deliver to the WCF Facility, at its sole cost and expense, and **WCF** agrees to weekly accept and dispose of no less than Four-Thousand Eight Hundred (4,800) tons of Solid Waste by intermodal containers (the "County Rail Delivery Obligation") for disposal at the Heart of Florida Landfill. The empty intermodal containers will be provided to the County by WCF, with WCF retaining ownership of the same. Tractors and appropriate chassis will be supplied and operated by the County. Each intermodal container delivered to the WCF Facility by the County will be loaded by the County with no less than twenty (20) tons of Solid Waste. The County will be invoiced a minimum of twenty (20) tons for each intermodal container containing Solid Waste delivered to the WCF Facility by the County. If an intermodal container is loaded with more than twenty-one (21) tons of Solid Waste, the County will only be invoiced for up to twenty-one (21) tons. Each intermodal container may only be loaded by the County up to the applicable and indicated loading limit.
6. Direction to Facilities. The Director may identify particular System Waste disposal facilities within Miami-Dade County to which **WCF** shall deliver its Waste Delivery Obligation, except the Director may direct WCF to the South Dade Landfill, or County transfer stations only in the event all other System Waste disposal facilities are closed to Waste deliveries. Such direction shall not inhibit- **WCF's** ability to fulfill its obligations under this Agreement.
7. Unacceptable Waste. The **County** or **WCF** may refuse for disposal any load of solid waste which, based on substantial competent evidence, the **County** or **WCF** have determined to contain Unacceptable Waste. In the event Unacceptable Waste is disposed by the **County** or **WCF**, and **WCF** or the **County** fails to promptly remove such Unacceptable Waste, the **County** or **WCF** may take any and all appropriate action to remove and dispose of the Unacceptable Waste as required by law and **WCF** or the **County** shall pay all costs incurred for such removal, transportation and disposal for which verifiable information pertaining to such costs is provided in written form to **WCF** or the **County** by the other Party. The **County** and **WCF** shall use reasonable commercial efforts to minimize said costs. The **County** or **WCF** shall immediately notify the vehicle driver and shall notify a Party manager immediately by telephone of its intent to refuse disposal of any waste delivered by **WCF** or the **County** pursuant to this Agreement, or to remove, transport and dispose of Unacceptable Waste delivered by **WCF** or the **County**.

8. Other Similar Facilities. The **County** acknowledges that it shall use the same criteria as applied to **WCF** to determine adverse financial impacts in the permitting of similar resource recovery and management facilities in accordance with Chapter 15 of the Code and that charges and/or waste delivery guarantees applied to such facilities in the aggregate shall be no less stringent than those agreed to by **WCF** in this Agreement.
9. Disposal Limitations. Other than Waste delivered by or on behalf of, or at the direction of, the **County** pursuant to this Agreement, the **WCF** Facility shall only accept Waste collected by **WCF** or Waste that is collected by third parties under contract with **WCF**. This same limitation shall apply to all facilities permitted by the **County** to accept Waste or Solid Waste or MSW as defined in this Agreement.
10. Disposal Capacity. Annually, in addition to the various **County** delivery obligations noted above, **WCF** shall ensure Solid Waste disposal capacity available to the **County** at its affiliates' JED Landfill and/or Heart of Florida Landfill in the amount of Eight Hundred Thousand (800,000) tons total capacity. **WCF** may increase the annual capacity available to the **County** subject to mutual agreement by **WCF** and the **County**, without the need for further approval by the Board. Other than provided for in this Agreement, the **County** shall have no obligation to deliver Solid Waste to the JED Landfill or Heart of Florida Landfill for the term of this Agreement.

ARTICLE 3

TRANSFER AND DISPOSAL FEES AND PAYMENT

1. Transfer and Disposal Fees

- A. As of October 1, 2024, the MDC Disposal Fee paid by **WCF** to the **County** is Seventy-Four dollars and Forty cents (\$74.40) per ton for each ton of Solid Waste delivered to the **County** for disposal pursuant to the terms of this Agreement. In the event that **WCF** fails to fulfill its annual Waste Delivery Obligation pursuant to Article 2 of this Agreement, **WCF** shall pay the **County** the Disposal Fee only on those tons of solid waste obligated for delivery.
- B. Beginning October 1, 2025, the **WCF** Disposal Fee paid by the **County** to **WCF** is Twenty-Five Dollars and Eighty-Nine cents (\$25.89) for each ton of MSW delivered for disposal to the JED Landfill by or on behalf of or at the direction of the **County** pursuant to this Agreement.
- C. Beginning October 1, 2025, the **WCF** Disposal Fee paid by the **County** to **WCF** is Twenty-Nine Dollars (\$29.00) for each ton of MSW delivered for disposal to the Heart of Florida Landfill by or on behalf of or at the direction of the **County** pursuant to this Agreement.
- D. Beginning October 1, 2024, MDC Transfer Fee paid by **WCF** to the **County** is Sixteen dollars and twenty-eight cents (\$16.28) per ton in addition to the Disposal

Fee for Solid Waste delivered to County-owned transfer stations for transfer and disposal pursuant to the terms of this Agreement.

- E. Beginning in the first month upon WCF completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, the WCF Transfer and Disposal Fee paid by the County to **WCF** is Seventy-Two Dollars and Twenty-Five Cents dollars (\$72.25) for each ton of MSW delivered to the **WCF** Facility (either by truck or by intermodal container), which fee includes the cost for disposal for each ton of MSW delivered to the Facility by or on behalf of or at the direction of the **County** pursuant to this Agreement.
- F. Beginning October 1, 2025, **WCF** shall pay the County a Disposal Surcharge Fee of Five Dollars (\$5.00) per ton for Fifty-Thousand Tons (50,000) annually of the Waste Delivery Obligation referred to in Article 2, Section 1.

2. Disposal and Transfer Fee Adjustments.

The MDC Disposal and Transfer Fees and any fee herein may be increased for inflation beginning on October 1, 2025, and on the first day of each Fiscal Year thereafter, relative to increases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States ("CPI") for the prior period of July 1st through June 30th. Such CPI increases shall be capped at five percent (5%) per year for the term of this Agreement.

WCF's Transfer and Disposal Fees and any fee herein may be increased for inflation beginning on October 1, 2026, and on the first day of each Fiscal Year thereafter, relative to increases in the CPI for the prior period of July 1st through June 30th. Such CPI increases shall be capped at five percent (5%) per year for the term of this Agreement. In no event shall any fee adjustment under this Agreement be less than zero.

The MDC Disposal and Transfer Fees and the WCF Transfer and Disposal Fees shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this Agreement. The **County** and **WCF** shall notify one another, as applicable, of proposed Disposal Fee and Transfer Fee adjustments on the basis of Change in Law. A Disposal Fee or Transfer Fee increase based on a Change in Law shall fully compensate the **County** or **WCF**, as applicable, for its increased costs. **WCF** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the County Disposal Fee for the entire term of this Agreement, including, without limitation, tires and asbestos, if provided to the **County** for disposal. In no case shall disposal and transfer fee adjustments require **WCF** to pay higher disposal or transfer fees than those offered to any other user of the System.

3. Terms of Payment.

- A. The **County** shall invoice **WCF** for Disposal and Transfer Fees, based on **County** weighing records, by means of First-Class U.S. Mail, within five (5) days of the last day of each month, and continuing monthly thereafter for the term of this Agreement. In

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accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of Disposal and Transfer Fees owed to the **County** shall be due from, and payment shall be made by **WCF**, forty-five (45) days from the date of receipt of the **County's** monthly invoice.

- B. For **County** deliveries of Solid Waste to the JED Landfill, Heart of Florida Landfill, or any **WCF** Facility during the term of this Agreement, **WCF**, or its relevant affiliate entity, shall invoice the **County** for applicable Transfer and Disposal Fees based on its weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of the month. The **County** shall pay Transfer and Disposal Fees owed to **WCF** within forty-five (45) days from the date of **County** receipt of an invoice from **WCF**.

4. Dispute on Invoicing.

In the event of a dispute on invoicing, **WCF** or the **County**, as applicable, shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to **WCF** or the **County**, as applicable. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The County Mayor or his designee shall confer with **WCF** and the County Mayor or his designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should **WCF** disagree with the determination of the County Mayor or his designee, it may pursue any remedy at law except withholding payment.

ARTICLE 4 **WEIGHING RECORDS**

The **County** shall cause all System facilities and **WCF** shall cause all its facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. The **County** or its contractors or **WCF**, as applicable, may from time to time, require revalidation of the tare weight of any vehicle. **WCF** and the **County**, as applicable, shall provide to one another information about each contract hauler or other entity delivering MSW on its behalf to include name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code, as amended from time to time.

The **County** and **WCF** will supply each other with monthly weighing records as may be reasonably required by either the **County** or **WCF** to administer their Waste operations. Copies of all transaction tickets will be maintained by the **County** and **WCF** for at least three (3) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, Subsections (b) and (d) of the Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** and **WCF** shall use reasonable efforts to maintain the scales in an operable condition.

ARTICLE 5
DURATION OF AGREEMENT

The term of MSW deliveries by **WCF** to the **County** and from the County to **WCF** under this Agreement shall remain in effect up to and including October 1, 2035. Following the initial term, and upon mutual agreement of the Parties hereto, this Agreement may be renewed for up to two (2) successive ten (10) year periods. In the event that this Agreement is terminated prior to October 1, 2035, the Director shall reevaluate the adverse financial impact, in accordance with then applicable sections of the Code, on the System of further operation of the WCF Facility and shall submit his/her findings to the Director of the County's Department of Regulatory and Economic Resources ("RER") within ninety (90) days. Continuance of the RER operating permit for the WCF Facility shall be contingent upon satisfactory compliance with then applicable sections of the Code.

ARTICLE 6
APPROVALS AND NOTICES

Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, by registered or certified United States mail, with return receipt requested, to the following address:

To County:
Miami-Dade County Florida
111 NW 1st Street, 29th Floor
Miami, FL 33128
Attn.: County Mayor
Phone: (305) 375-5311

cc: Department of Solid Waste Management
2525 NW 62nd Street, Suite 5100
Miami, FL 33147
Attn.: Director, Solid Waste Management Department
Phone: (305) 375-5311

cc: Miami-Dade County Attorney's Office
111 NW 1st Street, 27th Floor
Miami, FL 33128-1993
Attn.: Assistant County Attorney Representing Department of Solid Waste Management
Phone: (305) 375-5151

To WCF:

Waste Connections of Florida, Inc.
Attn.: Division Vice-President
1099 Miller Drive
Altamonte Springs, FL 32701

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With Copies to:

Waste Connections of Florida, Inc.
Attn: District Manager
3840 NW 37th Court
Miami, FL 33142

Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, Texas 77380
Attn: Legal Department

ARTICLE 7
AMENDMENT TO AGREEMENT

This Agreement may be modified, altered or amended only by a written amendment duly executed by the Parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

ARTICLE 8
NON-ASSIGNMENT

In no case shall **WCF** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof to any person, partnership, corporation or other entity, or to, including without limitation, any division, subsidiary or affiliate of **WCF**, without approval in writing by the County Mayor, County Mayor's designee in his or her sole discretion. In the event **WCF** attempts to assign, transfer, convey or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this Agreement within five (5) days of issuing notice of its intent to terminate in accordance with Article 6 of this Agreement. Notwithstanding the foregoing, limited rights and obligations may be freely assigned to **WCF's** affiliates, Waste Connections of Osceola County, LLC and A.C.M.S., Inc.

ARTICLE 9
INDEMNIFICATION

WCF shall indemnify and hold harmless the **County** and its officers, employees and agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the **County** or its officers, employees or agents may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including, without limitation, Worker's Compensation claims and violations of Environmental Law, arising out of or resulting from the negligence of **WCF** or its employees', agents', servants', partners', principals' or subcontractors' within the scope of this Agreement; and **WCF** shall, at its own expense and at the **County's** Party's option, appear, defend and pay all charges or attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgments shall be rendered against the **County** or its officers,

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employees or agents in any such action, **WCF** shall, at its own expense, satisfy and discharge same. **WCF** is not obligated to indemnify the **County** and its officers, employees and agents from any and all liability, losses or damages, including attorneys' fees and costs of defense should the **County** be found negligent or have willful misconduct. **WCF** expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by **WCF**, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees or agents as herein provided.

ARTICLE 10

INSURANCE REQUIREMENTS

Insurance Requirements: County

WCF recognizes that the **County** has an on-going self-insurance program for Worker's Compensation, Public Liability and Automobile Liability, in compliance with and subject to limitations of the Florida Statutes, Section 768.28.

Insurance Requirements: WCF

In addition to any specific state or federal insurance requirements, **WCF** shall furnish to Miami-Dade County, c/o Risk Management Division, 111 NW 1st Street, Suite 2340, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- a. Worker's Compensation Insurance for all employees of the **WCF** or its subcontractor(s) as required by Florida Statute, Section 440.
- b. Public Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. The **County** must be shown as an additional insured with respect to this coverage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of **WCF**.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of the Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

ARTICLE 11
NONDISCRIMINATION

WCF-agrees that there will be no discrimination as to race, sex, religion, age, handicaps, color, creed, or national origin with regard to obligations, work, and services performed under the terms of this Agreement. WCF agrees to comply with Executive order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

ARTICLE 12
RIGHTS OF OTHERS

Nothing in this Agreement, either express or implied, is intended to confer upon any person other than the Parties hereto any rights or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement.

ARTICLE 13
WAIVER

There shall be no waiver of any right related to this Agreement unless that such waiver is in writing signed by the Party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

ARTICLE 14
FORCE MAJEURE

Neither Party hereto shall be liable for its failure to carry out its obligations under this Agreement during any period when such Party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the Party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any Party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such Party giving, to the other Party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If a Party fails to give timely notice, such failure shall not prejudice any Party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other Party.

ARTICLE 15
COUNTY EVENT OF DEFAULT

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The failure by the **County** to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a **County** event of default ("County Default"). If a County Default should occur, **WCF** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that this Agreement together with all rights granted to the **County** hereunder are terminated, effective upon such date as is designated by **WCF**; 2. any and all other rights provided under federal laws and the laws of the State of Florida. In any event, the **County** shall maintain responsibility for any debts owed to **WCF** for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, **WCF** shall not terminate this Agreement for a County Default unless **WCF** first give(s) the **County** written notice of intent to terminate specifying the alleged default and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default, which timeframe to cure may be extended by **WCF** at its sole discretion.

ARTICLE 16

WCF EVENT OF DEFAULT

The failure by **WCF** to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a **WCF** event of default ("WCF Default"). If a **WCF** Default should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that this Agreement together with all rights granted to **WCF** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all other rights provided under federal laws and the laws of the State of Florida. In any event, **WCF** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the **County** shall not terminate this Agreement for a WCF Default unless the **County** first give(s) **WCF** written notice of intent to terminate specifying the alleged default, and providing **WCF** a period of sixty (60) days from receipt of notice within which to cure such default, which timeframe to cure may be extended by the **County** at its sole discretion.

ARTICLE 17

AGREEMENT GOVERNS, ENTIRE AGREEMENT

This Agreement shall govern and supersede any other Agreement between **WCF** and the **County** with regard to provision of solid waste disposal services by **WCF and the County**. This writing embodies the entire Agreement and understanding between the Parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 18

HEADINGS

The Section headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way effect its provisions.

ARTICLE 19

RELATIONSHIPS OF THE PARTIES

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WCF shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the **County**. Nothing herein shall be construed as creating a partnership or joint venture between the **County and WCF**. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the other Party, nor shall any such person be entitled to any benefits available or granted to employees of such Party.

ARTICLE 20

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21

BINDING EFFECT

This Agreement shall be binding upon the Parties and their respective successors and assigns.

ARTICLE 22

COUNTERPARTS

This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23

SEVERABILITY

If any term, covenant or provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the balance of this Agreement shall remain in effect and be construed without regard to such provision.

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IN WITNESS WHEREOF, Miami-Dade County, Florida, by and through its Board of County Commissioners has caused this Agreement to be executed in its name by the duly authorized County Mayor or his designee, attested by the clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached, and Waste Connections of Florida, Inc. has caused this Agreement to be executed in its name by its duly authorized Chairman or Vice-President attested by its Assistant Secretary and has caused the seal of the corporation to be attached, all on the date stated above.

ATTEST:

Waste Connections of Florida, Inc.
A Delaware Corporation

By: 
Assistant Secretary
Deputy General Counsel

By: 
JASON CRAPP
Region Vice-President

[SEAL]

ATTEST:

Juan Fernandez-Barquin

MIAMI-DADE COUNTY, a political
subdivision of the State
of Florida BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Clerk of the Board

By: _____
Daniella Levine Cava
County Mayor

Approved for Legal Sufficiency by:

Assistant County Attorney

Mr. Achaya Kelapanda, P.E.
Deputy Director, Operations
Miami-Dade County Department of Solid Waste Management
2525 N.W. 62nd Street, 5th Floor
Miami, FL 33147

Subject:
Waste Connections of Florida Agreement – Third Amendment

Arcadis U.S., Inc.
701 Waterford Way
Suite 420
Miami
Florida, 33126
Tel 305.262.6250
www.arcadis.com

Dear Mr. Kelapanda:

Arcadis reviewed the draft Third Amended and Restated Non-Exclusive Agreement (Amendment) Between Miami-Dade County (County) and Waste Connections of Florida, Inc. (WCF) for use of the Solid Waste Management System and Waste Connections Facilities for Municipal Solid Waste Disposal, dated November 25, 2024. Overall, the terms of the Amendment appear reasonable and are consistent with the County's goals of maintaining the operations of its Solid Waste System (System) and meeting Concurrency requirements. A brief overview of the proposed Amendment revisions and their expected effects on the County's System operations and finances are presented in the sections that follow.

Amendment Summary

- Revised definition of the County's "Solid Waste Management System" includes all the County's facilities and the disposal and transfer facilities used by the County under contract, including the Waste Connections of Florida, Inc. Transfer Station, (4070 NW 37th Court, Hialeah, Florida); Heart of Florida Landfill (1032 County Road 529A, Lake Panasoffkee, Florida); JED Landfill (1501 Omni Way, St. Cloud, Florida) and the WM/Florida East Coast Railway (FEC) Intermodal Facility at 7300 NW 69th Avenue, Miami, Florida to accommodate rail haul of solid waste.
- Term - The term of the Amendment remains through October 1, 2035, with two (2) 10-year options-to-renew.
- Revised Tonnage Commitments
 - The annual tonnage commitment to the County by WCF remains at 51% of the total tons of Solid Waste WCF collected in the Base Year, or all the Waste WCF collects or that which is collected for it by third parties under contract with WCF for disposal, from within Miami-Dade County, whichever is less. This equates to approximately 259,000 tons per year.

Date:
December 4, 2024

Contact:
Christopher Tilman, PE, BCEE

Phone:
239.738.3303

Email:
Christopher.tilman@arcadis.com

Our ref:
30189215

Florida License Numbers:

Engineering
EB00007917

Geology
GB564

Landscape Architecture
LC26000269

Surveying
LB7062

- County Delivery Obligation – Truck/Trailer - Commencing in the first month upon WCF completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, the County will deliver 1,200 tons of Municipal Solid Waste per week to the WCF Facility. The County Delivery Obligation shall be delivered by route trucks, or trailers, but not by intermodal container. The County Delivery Obligation shall be in addition to the County Rail Delivery Obligation as defined below.
- County Delivery Obligation – Rail - Commencing in the first month upon WCF completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, the County will deliver 4,800 tons of MSW per week to the WCF Facility by intermodal containers for disposal at the Heart of Florida Landfill. The empty intermodal containers will be provided to the County by WCF. Tractors and appropriate chassis will be supplied and operated by the County. Each intermodal container delivered to the WCF Facility by the County will be loaded by the County with no less than twenty (20) tons of Solid Waste.
- Revised Disposal Capacity Commitment – WCF shall ensure Solid Waste disposal capacity available to the County at its affiliates' JED Landfill and/or Heart of Florida Landfill in the amount of Eight Hundred Thousand (800,000) tons total capacity. WCF may increase the annual capacity available to the County subject to mutual agreement by WCF and the County, without the need for further approval by the Board.
- Disposal Fee – Beginning October 1, 2025, the WCF Disposal Fee paid by the County to WCF is \$25.89 for each ton of MSW delivered for disposal to the JED Landfill and \$29.00 for each ton of MSW delivered for disposal to the Heart of Florida Landfill.
- Transfer and Disposal Fee - Beginning in the first month upon WCF completing all necessary improvements and receiving all permits and approvals to transport Solid Waste by rail, beginning no sooner than June 1, 2025, the WCF Transfer and Disposal Fee paid by the County to WCF is \$72.25 for each ton of MSW delivered to the WCF Facility (either by truck or by intermodal container), which fee includes the cost for disposal for each ton of MSW delivered to the Facility
- Beginning October 1, 2025, WCF shall pay the County a Disposal Surcharge Fee of \$5.00 per ton for 50,000 tons annually of its Waste Delivery Obligation.
- Inflation Adjustments – County fees may be increased for inflation beginning on October 1, 2025, and on the first day of each Fiscal Year thereafter, relative to increases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States ("CPI") for the prior period of July 1st through June 30th. Such CPI increases are capped at five percent (5%) per year for the term of the Agreement.

WCF's fees may be increased for inflation beginning on October 1, 2026, and on the first day of each Fiscal Year thereafter, relative to increases in the CPI for the prior period of July 1st through June 30th. Such CPI increases shall be capped at five percent (5%) per year for the term of this Agreement. In no event shall any fee adjustment under the Agreement be less than zero.

Expected Financial Effects

The Amendment requires WCF to deliver 51% of the total tons of Solid Waste WCF collected in the Base Year, or all the Waste WCF collects or that which is collected for it by third parties under contract with WCF for disposal, from within Miami-Dade County, whichever is less. This equates to approximately 250,000 tons of waste to the System each year at the County's contract disposal rate, which provides gross revenues of approximately \$19 million to the DSWM. The Amendment also requires WCF to pay the County a surcharge on 50,000 tons of the waste it delivers to the County, which will equate to approximately \$250,000 annually at the FY 2025 rate of \$5.00 per ton (subject to annual CPI adjustment).

Over the thirty-one-year term of the Amendment (until 2055), WCF must annually provide up to 800,000 tons of waste disposal capacity at the JED Landfill and/or Heart of Florida Landfill. The proposed FY 2025 per-ton disposal rates at these facilities are \$25.89 and \$29.00, respectively (subject to annual CPI adjustment). These rates appear reasonable, especially when considering the benefit of the contract disposal capacity to the County's System.

The County will have an annual 312,000 tons waste delivery guarantee (62,400 tons by truck/trailer and 249,600 by intermodal container) at the WCF Facility. At such time that a new County WTE facility goes into commercial operation, the guarantee will be reduced to meet the County's waste delivery obligation at the new WTE facility.

The loss of the Resources Recovery Facility has made the County's System much more reliant on transfer operations. Accounting for County operations and other disposal vendors, the County will provide at least the required 312,000 tons of waste to the WCF Facility. Per the Amendment, the first full year of rail disposal operations is expected to be FY 2025-26. Using the Amendment delivery guarantees and assuming current waste delivery tons delivered by WCF to County facilities and 312,000 tons of waste disposed at the WCF Facility, the estimated first year revenues and costs to the County are below. Fees were escalated at an assumed inflation rate of 3% to 2026 Dollars.

First Year (FY 2026) Revenues	Amount
WCF Delivery Guarantee (258,518 tons at FY 2026 Rate of \$78.93/ton)	\$20,404,826
WCF Transfer Fees (52,673 tons at FY 2026 Rate of \$17.27/ton)	\$909,663
WCF Surcharge (50,000 tons at the FY 2026 rate of \$5.15 per ton)	\$257,500
Revenues Total	\$21,571,989

First Year Expenses	Amount
Waste Disposal Fees – JED Landfill (0 tons @ FY 2026 Rate of \$26.67/ton)	\$0
Waste Disposal Fees – Heart of Florida Landfill (0 tons @ FY 2026 Rate of \$29.87/ton)	\$0
Waste deliveries to WCF Facility (assuming 312,000 tons delivered at the FY 2026 Transfer and Disposal Fee of \$74.42 per ton)	\$23,219,040
Expenses Total	\$23,219,040

Considering the significant changes in the System operations resulting from the loss of the RRF, the transfer and disposal capacity provided by the Amendment and their associated costs appear to be reasonable and consistent with the County's solid waste goals and maintenance of Concurrency requirements. However, the County's Transfer and Disposal rates may need to be adjusted to account for these costs.

Mr. Achaya Kelapanda, P.E.

December 4, 2024

Please do not hesitate to contact us should you need any additional information or clarification.

Sincerely,



Christopher C. Tilman, PE, BCEE
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