

RESOLUTION NO. R-2010-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED FIRST AMENDMENT TO BIOSOLIDS HAULING AGREEMENT BETWEEN BIOSOLIDS DISTRIBUTION SERVICES LLC AND THE CITY OF HOLLYWOOD RENEWING THE AGREEMENT FOR AN ADDITIONAL FIVE YEARS AND AMENDING CERTAIN PROVISIONS IN THE ESTIMATED ANNUAL AMOUNT OF \$1,300,000.

WHEREAS, on July 22, 2004, Schwing Bioset Technologies, Inc. ("Schwing") and the City of Hollywood, Florida entered into a Biosolids Hauling Agreement (the "Agreement") requiring Schwing to provide biosolids hauling and disposal services to the City; and

WHEREAS, the term of the Agreement is five years commencing upon completion of construction of the biosolids treatment facility at the wastewater treatment plant; and

WHEREAS, construction was completed in February 2005, so the Agreement will expire in February 2010; and

WHEREAS, the Agreement includes the option to renew for three additional five year periods based on the mutual agreement of the parties; and

WHEREAS, Schwing assigned the Agreement to Biosolids Distribution Services LLC ("BDS") and staff and BDS have negotiated terms of the first renewal; and

WHEREAS, funding is available in account number 42.4041.00000.536.004360; and

WHEREAS, the Administration recommends that the City Commission authorize the appropriate City Officials to execute the attached First Amendment to Biosolids Hauling Agreement renewing the Agreement for an additional five years and amending certain provisions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the execution, by the appropriate City officials, of the attached First Amendment to Biosolids Hauling Agreement renewing the Agreement for an additional five years and amending certain provisions in the estimated annual amount of \$1,300,000, together with such nonmaterial changes as may be subsequently agreed to by the City Manager and approved as to form and legality by the City Attorney.

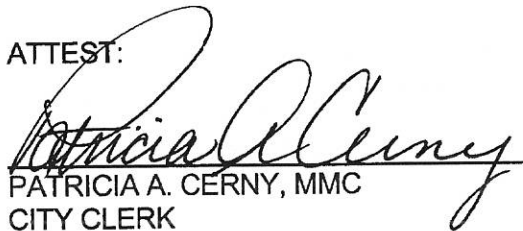
Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 3 day of Feb, 2010.

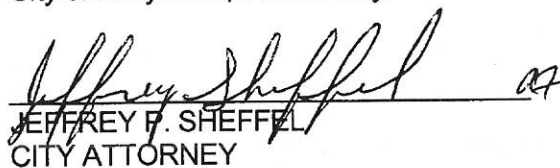


PETER BOBER, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida only:

 at
JEFFREY F. SHEFFEL
CITY ATTORNEY

**FIRST AMENDMENT TO BIOSOLIDS
HAULING AGREEMENT**

THIS FIRST AMENDMENT is entered into and is effective as of this 15th day of February, 2010 by and between the **CITY OF HOLLYWOOD** ("City") and **BIOSOLIDS DISTRIBUTION SERVICES, LLC** ("Vendor").

WITNESSETH:

WHEREAS, City and Schwing Bioiset Technologies, Inc. ("SBT") entered into a Biosolids Hauling Agreement as of July 22, 2004 (the "Hauling Agreement"); and

WHEREAS, pursuant to the Hauling Agreement, SBT agreed to provide certain hauling and disposal services for five years from February 15, 2005 for Class AA EQ lime-stabilized waste-activated biosolids generated at the South Regional Wastewater Treatment Plant located at 1621 N. 14th Avenue, Hollywood, Florida (the "Plant"); and

WHEREAS, SBT assigned the Hauling Agreement to Vendor; and

WHEREAS, the Hauling Agreement provides that the City pays a fixed price for such hauling services (subject to certain CPI increases as set forth in the Hauling Agreement), and the price being paid by the City immediately prior to the date hereof is \$27.58 per wet ton; and

WHEREAS, the parties desire to extend the Hauling Agreement for an additional five years from February 15, 2010, and to make certain changes to the Hauling Agreement, all as more particularly set forth hereinafter;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, it is hereby agreed as follows:

1. Extension of Term. The term of the Hauling Agreement is hereby extended for five (5) years from February 15, 2010, such that the Hauling Agreement, as amended hereby, shall be in effect until February 14, 2015. The parties acknowledge that the Hauling Agreement can be renewed for two (2) additional five (5) year periods, provided the parties are in mutual agreement regarding all terms of any further renewal (including price).

2. Base Hauling Rates. The parties agree that the hauling rate in effect immediately prior to the date hereof (\$27.58 per wet ton) will be increased effective February 15, 2010 by an amount equal to 3% or the actual CPI – All Urban Consumers, South Region, whichever is less. The annual increase required for all years of the extended term shall be an amount equal to 3% or the actual CPI – All Urban Consumers, South Region, whichever is less and shall be implemented on each February 15 throughout the extended term but shall be applied only to the difference between the hauling rate in effect immediately prior to February 15 and \$6.05.

3. Fuel Surcharge or Discount. In addition to base hauling rates, the City shall pay a surcharge, or receive a discounted hauling rate, as set forth in this paragraph. For purposes of this paragraph, the term "Fuel Benchmark Price" is the price for diesel fuel as quoted from the Weekly East Coast No. 2 Diesel Retail Sales index on the execution date of this amendment, and for purpose of this paragraph and paragraph 4, the term "Stipulated Fuel Component" is \$6.05. On the first day of each and every quarter (quarters shall begin April 1, July 1, October 1 and January 1) during the five-year extended term of the Hauling Agreement, the price for diesel fuel as quoted from the Weekly East Coast No. 2 Diesel Retail Sales index (the "Current Index Price") shall be compared to the Fuel Benchmark Price. In the event that the Current Index Price is higher or lower than the Fuel Benchmark Price by 5% or more, then the entire difference between the Current Index Price and the Fuel Benchmark Price, expressed as a percentage, shall be applied to the Stipulated Fuel Component, and the result thereof shall constitute the increase or decrease (as the case may be) in the amount paid, per wet ton, for hauling services. Such increase or decrease shall be in effect for the entire quarter regardless of further changes in the Current Index Price during such quarter. The Stipulated Fuel Component shall not be subject to the 3% or CPI increase per year provided elsewhere in the Hauling Agreement for the pricing per treated wet ton.

If, during the term of this Agreement, Vendor intends to use a type of fuel other than diesel, then Vendor shall provide prompt notice to the City and the parties shall negotiate in good faith with respect to amending this Agreement to account for the use of the alternative fuel. If, after a reasonable period of negotiation, an impasse occurs, either party may terminate the Hauling Agreement 90 days after written notice has been submitted to the other party.

4. Annual Quantity Surcharge or Discount. In addition to base hauling rates and the fuel surcharge or discount provisions of paragraph 3, the City shall pay an additional surcharge, or receive an additional discounted hauling rate, as set forth in this paragraph. For purposes of this paragraph, the term "Benchmark Quantity" shall mean 11,034 wet tons for the first calendar quarter of the calendar year, 10,676 wet tons for the second calendar quarter of the calendar year, 9,933 wet tons for the third calendar quarter of the calendar year, and 10,382 wet tons for the fourth calendar quarter of the calendar year; and the term "Stipulated Fuel Component" shall have the meaning provided in paragraph 3 hereof. If, in any calendar quarter during the five-year extended term of this Hauling Agreement, the actual quantity of Class AA EQ biosolids hauled and disposed of by Vendor is more than 10% greater than the Benchmark Quantity, the City will receive a credit for the entire difference between the actual quantity and the Benchmark Quantity. The amount of the credit shall be 10% of the per ton rate then otherwise in effect (excluding the Stipulated Fuel Component) for each ton over the Benchmark Quantity. The credit shall be applied to the first payment(s) due after the calculations are completed for any quarter. If, in any calendar quarter during the five year extended term of this Hauling Agreement, the actual quantity of Class AA EQ biosolids hauled and disposed of by Vendor is more than 10% less than the Benchmark Quantity, the City will pay a surcharge for the entire difference between the actual quantity and the Benchmark Quantity. The amount of the surcharge shall be 10% of the per ton rate then otherwise in effect (excluding the Stipulated Fuel Component) for each ton under the Benchmark Quantity. The surcharge will be paid as a part of the first payment due from the City to Vendor after the calculations are completed for any quarter.

5. Certain Fertilizer Conversion Provisions. The parties acknowledge that the City has not agreed to pay any additional amounts to Vendor to reimburse Vendor for its costs of converting biosolids to fertilizer, as the City's permit for the Plant does not currently require such conversion; nor has Vendor agreed to provide such services. At such time as the City's permit for the Plant requires conversion of biosolids to fertilizer, the parties will negotiate in good faith with respect to the additional amounts to be paid by the City to reimburse Vendor for its costs of converting biosolids produced at the Plant to fertilizer, and a reasonable conversion fee for such services. If, after a reasonable period of negotiation, an impasse occurs, either party may terminate the Hauling Agreement 90 days after written notice has been submitted to the other party.

6. Changes in Law or Requirements. The parties acknowledge that subsequent to the date that the Hauling Agreement was originally entered into, various changes in laws, rules and regulations have been proposed from time to time which will, if enacted or adopted, materially increase the cost of performance by Vendor or materially reduce the return on investment of Vendor. These various changes include new rules regarding handling of biosolids, additional restrictions on spreading biosolids on land, and reduction of lime additive requirements, among others. Accordingly, in the event that any new laws, rules or regulations are enacted or adopted, or in the event that any existing laws, rules or regulations are changed or interpreted differently; in any such case adversely affecting Vendor's cost of performance or return on investment, then City and Vendor agree to negotiate, in good faith with respect to equitable adjustments in hauling rates. If, after a reasonable period of negotiation, an impasse occurs, either party may terminate the Hauling Agreement 90 days after written notice has been submitted to the other party.

7. Representation Regarding Authorization. Each of the parties represents and warrants to the other that it has obtained all necessary approvals and authorizations necessary for execution of this First Amendment.

8. Effect of Amendment. Except as amended hereby, all terms and conditions of the Hauling Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into the First Amendment effective as of the date first above written.


BIOSOLIDS DISTRIBUTION
SERVICES, LLC

By: 

Thomas Anderson Pres.
Print Name & Title

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

ATTEST:


Patricia A. Cerny, MMC, City Clerk

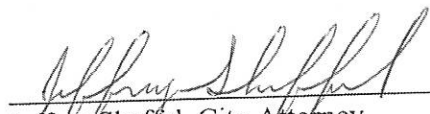
BY: 

Peter Bober, Mayor

BY: 
C4
AP

Cameron D. Benson, City Manager

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida only:

 27
Jeffrey Sheffel, City Attorney

BIOSOLIDS HAULING AGREEMENT

This Agreement is entered into as of this 22 day of July, 2004 between the City of Hollywood (the "City") and Schwing Bioset Technologies, Inc. ("Vendor").

WITNESSETH:

WHEREAS, Vendor currently has an agreement with the Seminole Indians to apply lime stabilized, waste activated Class AA EQ biosolids on land owned or controlled by the Seminole Indians; and

WHEREAS, Vendor agrees to provide certain waste hauling and disposal services to the City as hereinafter set forth;

NOW, THEREFORE, the parties hereby agree as follows:

The City agrees to a five (5) year agreement for the removal, storage, and land application of Class AA EQ lime-stabilized waste-activated biosolids and an option for the emergency removal, and disposal of raw waste-activated biosolids generated at the South Regional Wastewater Treatment Plant ("SRWWTP") located at 1621 N. 14th Avenue, Hollywood, Florida.

This Agreement shall commence upon the completion of the constructed facility to produce Class AA EQ biosolids at 1621 N. 14th Avenue, Hollywood, Florida.

The term of this agreement shall be for five (5) years with the option to renew for three (3) additional five (5) year periods based solely on performance, price and a mutual agreement of both parties for the treatment, removal and disposal of treated biosolids generated at the SRWWTP. It is the City's intent to extend the agreement for a minimum of five (5) years. Notification of intent to renew will be mailed sixty (60) calendar days in advance of the expiration date. This Agreement provides set pricing per treated wet ton for the first three (3) years with the commencement of a 3% CPI per year for the next 7 years

The City reserves the right to terminate this Agreement for Vendor's failure to cure a material contract default within 90 days after written notice of default has been submitted to Vendor.

Vendor is responsible for obtaining and maintaining all licenses and permits required by any Federal, State and Local agencies in conjunction with the performance of the services specified herein

Vendor hereby warrants to City that it is not insolvent, not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration, or other legal administrative proceedings or investigations of any kind which would adversely affect its ability to perform its obligations under this agreement.

SCOPE OF WORK:

The City and Vendor will partner to work together and with all regulatory agencies to continually improve treatment process technology.

This Agreement relates exclusively to removal and disposal of lime stabilized waste-activated Class AA EQ biosolids generated by the Bioset Process Technology at the SRWWTP, located at 1621 N. 14th Avenue, Hollywood, Florida.

Location of the Vendor's primary and backup sludge application sites will be identified to the Florida Department of Environmental Protection (FDEP) as per 62-640. Sites must be capable of accepting an average of 200 wet tons per day up to a maximum of 300 wet tons per day of Class AA EQ stabilized dewatered cake sludge from the SRWWTP in accordance with FAC. 62-640 as applicable. If Vendor's application site is located on property not specifically within the jurisdiction of the Florida Department of Environmental Protection (FDEP), Vendor shall insure that the site meets requirements of City permit here to attached as Attachment "A".

Vendor agrees to abide by all applicable policies and biosolids management practices promulgated by the SRWWTP to assure compliance with City's obligations as per FAC. 62-640 and US 40 CFR Part 503. At the City's written request, Vendor agrees to prevent truck drivers from transporting biosolids material who have been found, with just cause, to have violated the City's policies and management practices. City will provide Vendor with copies of all applicable policies and management practices as an attachment to this contract.

The Vendor shall:

(a) submit a Monthly Residuals Distribution and Marketing Report using Florida DEP Form 62-640.210(2)(c)

(b) obtain and maintain in good standing and comply with all necessary local, regional, state, and federal permits and licenses to transport, store and land apply biosolids from the SRWWTP to its site, including, but not limited to, City permit as outlined in Attachment "A".

(c) provide the City with applicable detailed land application records of their site in accordance with Florida Administrative Code (FAC) 62-640 and US 40 CFR Kart 503. These records will include load ticket manifests and database management of application rates for six (6) months summary updates. A monthly summary of all records will be sent to the City.

(d) land apply biosolids on a schedule to accepted agricultural practices to assure that odors are not generated due to prolonged storage, over-application or mismanagement of the site.

(e) set aside designated areas of each staging and drying site for sole use of the SRWWTP biosolids residual application for the life of the contract. All applicable Rules and Regulations promulgated by USEPA and/or FDEP will be strictly adhered to.

(f) complete the mandated testing and maintain proper records for each truckload of biosolids received. (pH)

STORAGE:

Each individual load shall be stored separately from any other which will allow for removal to a site for further treatment should the product fail to meet pH criteria required by FAC 62-640 and US CFR 40 Part 503. The material generated by the City shall be completely segregated for the first 24 hours after leaving the SRWWTP from that generated by other wastewater treatment facilities.

After fulfillment of the required holding time as outlined above and verification of product suitability, the Vendor shall dispose of the material by the approved method as outlined in the City's current NPDES discharge permit (currently land application of Class AA EQ Biosolids).

LAND APPLICATION:

All properly stabilized material shall be land applied in accordance with applicable FAC 62-640 and US CFR Part 503. Loading rates, methods of application, set backs and all other permanent criteria must be strictly adhered to.

The material generated by the City shall be segregated from material generated by any other facility as outlined in Attachment "A".

QUALITY OF BIOSOLIDS:

The City's SRWWTP currently generates waste activated biosolids. The biosolids will be thickened or dewatered by the following method:

Belt filter presses using polymer to produce 16-18% solids and lime to produce a lime stabilized cake product of approximately 25-30% total solids.

NOTE: The City reserves the right to modify its dewatering equipment in an effort to improve efficiency and effectiveness of the operation.

The City shall provide the Vendor with a minimum of Class AA EQ stabilized residuals as defined in FAC 62-640, and US 40 CFR Part 503, acceptable for land application by meeting the chemical criteria outlined in FAC 62-640 and US 40 CFR Part 503.

The City shall provide the Vendor with quarterly residual analysis data as required by State and Federal regulations.

As required by the site permit, the City and the Vendor's transport and storage site operators will provide a Manifest Record for each truck load removed from the SRWWTP site and delivered to the Vendor's storage site. Attachment "B" states the required Operators (City

Facility Operators and Vendors Storage Site Operators) and Transporter Manifest statement to be signed for each load, or as modified specifically by Florida DEP requirements.

RETENTION OF RECORDS:

The City agrees that all bookkeeping and/or accounting records of Vendor are proprietary and confidential, and shall not be made available to the City.

WORKING HOURS AND SCHEDULING:

Normal truck hauling hours will be 8 A.M. through 8 P.M., Sunday through Saturday, or as mutually agreed to by both City and Vendor. However, the City reserves the right to request services at any time. Should an expanded service schedule be required, City shall provide a minimum of fifteen (15) days written notification except in case of emergency whereby notification may be a minimum of twenty-four (24) hours. Vendor guarantees daily removal of all biosolids, subject to events of force majeure. There may be days when no sludge is produced. At such time, the SRWWTP will notify the Vendor no later than the Vendor's close of business the previous day.

EQUIPMENT AND TRANSPORTATION:

General requirements for vehicles hauling cake sludge are that the trailers have watertight bodies and that they be properly equipped and fitted with seals and covers to prevent spillage or drainage. Trucks shall have a maximum height of 12'6" and be equipped to minimize odors during transport of the stabilized sludge material. The total length for a combination of Truck/Trailer shall not exceed 55 feet. The total length of the Trailer shall not exceed 45 feet. Trucks shall be properly maintained and operated to assure the safe transport of sludge from the SRWWTP to the disposal site. It shall be the Vendor's responsibility to insure that the Vendor's equipment is compatible with the City's loading area and loading equipment.

The Vendor shall provide the tractors, tankers, trailers, drivers and other personnel necessary to meet the removal and disposal requirements of the City on a daily basis.

The minimum amount of processed biosolids trailers which shall be available for loading by the City shall be eight (8) per 24 hours.

The Vendor shall provide a yard truck to reorient or position trailers in the City's designated loading area(s) so that loading can be accomplished on a continual basis by the City.

At least one (1) trailer shall be available for loading at all times. Normal loading time is ninety (90) to one hundred (180) minutes per twenty-five (25) tons.

In the event that the City must cease production due to the unavailability of Vendor equipment, the City reserves the right to deduct from Vendor's invoice a charge of \$150.00 per hour or any portion thereof, which represents liquidated damages for the City's cost, which is virtually impossible to calculate, incurred for the recovery of lost production time.

The Vendor's vehicles shall be cleaned as often as necessary to prevent the deposit of sludge and sludge material on the roadways and the generation of objectionable odors. This shall include, but not be limited to, external surfaces, wheels and undercarriages. All vehicles shall be cleaned at locations other than SRWWTP site. City reserves the right to reject any vehicle which in the sole judgment of the City is deemed unsuitable for mechanical or cleanliness deficiencies, at which time Vendor shall clean or replace the vehicle to suitable standards at no cost to the City.

The route by which the vehicles involved must travel in the immediate vicinity of the City and manner in which they will load and unload shall be as agreed to by the City.

All haul routes to any permitted land application site shall be determined in accordance with all applicable state and local laws. Said laws shall be strictly adhered to by the Vendor and its designees. These haul routes must be submitted with the permit package. Once approved by the City, the haul routes must be strictly adhered to the extent possible. Any deviation for any reason must have prior approval by the City to the extent possible.

Any violation of weight regulations or traffic laws shall be the sole responsibility of the Vendor, who shall hold the City harmless from any penalty or sanction, civil or criminal, imposed by reason of any violation of weight or traffic laws.

The Vendor must submit an operational vehicle breakdown plan approved by City within 60 days of execution of this contract. In the event the City does not receive an operational breakdown plan the City reserves the right to deduct from Vendor's invoice a charge of \$50.00/day which represents liquidated damages for the City's cost, which is virtually impossible to calculate, until a plan is received.

Should a mechanical breakdown occur enroute to the storage site, the Vendor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of sludge. This shall be the sole responsibility of the Vendor and carried out at its expense.

When a breakdown causes a vehicle to be removed from normal service, the Vendor shall supply a back-up unit which meets all criteria set forth in this document.

The City will provide a parking area or overnight storage at the plant site for Vendor's biosolids hauling trailers needed by the City. The City, however, assumes no liability for said vehicles, which at all times shall be under the sole insurance of the Vendor. The Vendor shall not use City property as a work area to repair or service vehicles or for sludge storage, except as mutually agreed by the Vendor and the City.

The Vendor shall be responsible for the provision and replacement of all equipment necessary to completely, efficiently and expeditiously perform the work described herein, and shall also be fully responsible for the provision of adequate personnel for the performance of the work. Sufficient equipment and personnel shall also be available to meet peak periods of sludge production.

SPILLS AND CLEANUP:

The Vendor shall keep its hauling route, equipment and work area neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during the transportation of sludge.

The Vendor shall be responsible for the immediate notification to the City should any spill occur which contravenes any permit conditions or jurisdictional regulations.

The cleanup of any sludge which is spilled or discarded in any location other than the site authorized for that purpose, shall be the sole responsibility of the Vendor and conducted by the Vendor, at its expense, in accordance with all applicable laws.

Should the Vendor fail to satisfactorily and expeditiously clean up any spill which may occur, the City reserves the right to clean up such spill, or arrange for its clean up, and shall charge all costs thereof or related thereto back to the Vendor plus \$500.00 administrative fee. The City reserves the right to deduct from Vendor's invoice said charge and fees. Additionally, any penalties incurred as a result of any such spill shall be charged to the Vendor.

QUANTATIVE DETERMINATIONS:

The Vendor shall provide the City a listing with tare weights of all trailers to be used at the site. The trailer number and tare weight shall be clearly and permanently marked on the outside of each unit. The trailer shall be weighed prior to and after the loading operation by the Vendor at the on-site truck scale. Weigh tickets shall be turned over to the on-site City operator prior to leaving the site. Vendor shall be responsible for off-loading of excess weight. City will provide to Vendor a Certificate of Calibration for the on-site truck scales at least once per year.

ESTIMATED QUANTITIES:

The parties have estimated that the approximate amount of biosolids for disposal hereunder is 230 wet tons of cake per day of Class EQ biosolids. The Vendor will use its best efforts to handle an emergency disposal of 200 wet tons per day of raw biosolids for fair compensation therefor as set forth hereinafter.

HOLD HARMLESS AND INDEMNITY CLAUSE:

The Vendor shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damages, liabilities, interest, attorney's fees and costs of any kind arising out of the fault or negligence of Vendor (or its employees or contractor) or any breach of this Agreement by Vendor.

Vendor certifies that it will meet all reasonable insurance requirements of the City and agrees to produce valid, timely certificates of coverage.

Insurance Requirements:

Vendor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expenses per person	\$ 5,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:

Combined Single Limit	\$500,000
-----------------------	-----------

Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

- C. Worker's compensation insurance covering the Vendor and the Vendor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000 for coverage
-----------------------	--

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

Performance and Payment Bond:

Within fifteen (15) working days following written notice of award by the City Commission, the Vendor shall furnish to the City a performance/payment bond(s) or acceptable Letter of Credit in the amount of \$500,000. The Vendor will be held responsible for renewal of the bond for each successive year of this Agreement, unless otherwise mutually agreed to by



both City and Vendor. The bond(s) must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. The bond shall be signed by a Florida Licensed Resident Agent who holds a current Power of Attorney from the surety company issuing the bond. The surety company shall have a minimum Best's policy holder rating of "A" and required financial rating of VIII from Best's key rating guide.

Pricing for Hauling & Disposal of Class AA EQ Biosolids

<u>Est'd Annual Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Estimated Annual Cost</u>
65,000 wet tons	Removal, Storage, and Land Application of Lime Stabilized Biosolids	\$26/wet ton	\$1,690,000

Invoices will be generated based on actual weight of product of each truckload leaving the facility. Invoices are due within forty-five days of issue and will bear interest at 1% per month if not paid when due.

Number of calendar days required for start of service following notification: 150 days

EMERGENCY DISPOSAL OF RAW BIOSOLIDS:

In the event that the City fills a truck not treated to a minimum of Class AA EQ stabilized residuals as defined in FAC 62-640, and US 40 CFR Part 503, acceptable for land application by meeting the chemical criteria outlined in FAC 62-640 and US 40 CFR Part 503, Vendor will transport residuals to an approved landfill. Vendor will charge the City rates as follows:

Removal to Okeechobee landfill, Broward County landfill or other approved landfill

Charge per each trailer: \$1.70 per round trip mile plus actual landfill tipping fees

The amount charged for Emergency Disposal for raw Biosolids will be renegotiated on an ongoing basis, based on changes in fuel costs, as determined by the Florida fuel index.

LIMITATION ON DAMAGES

Notwithstanding any other provision of this Agreement to the contrary, the City acknowledges and agrees that Vendor shall not, under any circumstances, be liable in tort or in contract, or under any other theory, for any incidental, consequential, special or indirect damages of any type or kind, arising out of or related to the hauling or disposal of biosolids or for any breach of this Agreement. Additionally, the City acknowledges and agrees that the Vendor shall not be liable for direct damages for any breach of this Agreement in excess of amounts actually paid to the Vendor, not to exceed Two Million Dollars (\$2,000,000.00) per occurrence.

MISCELLANEOUS:

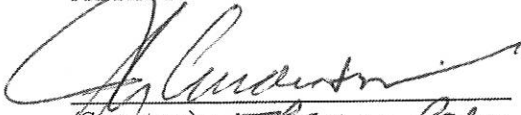
Vendor shall be excused from performance for acts beyond its control (including weather, acts of God, actions of government and other typical events of force majeure).

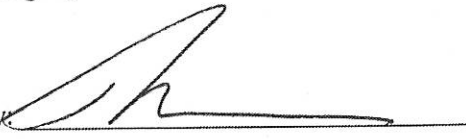
This Agreement sets forth the entire agreement of the parties and supersedes all prior negotiations and agreements. This Agreement can only be modified or amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the day and year first written above.

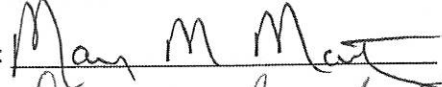

Schwing Bioset Technologies, Inc.

ATTEST:


(Secretary) *TREASURER*
(Corporate Seal)

By: 
4 day of JUNE, 2004


WITNESSES

By: 
By: 

City of Hollywood, Florida

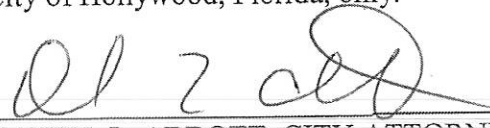
ATTEST:


CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida


PATRICIA A. CERNY, MMC, CITY CLERK


MARA GIULIANI, MAYOR

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.


DANIEL L. ABBOTT, CITY ATTORNEY


CAMERON D. BENSON, CITY MANAGER
am





Department of Environmental Protection

Jeb Bush
Governor

Southeast District
400 N. Congress Avenue, Suite 200
West Palm Beach, Florida 33401

Colleen M. Castille
Secretary

NOTICE OF PERMIT REVISION

July 2, 2004 ELECTRONIC CORRESPONDENCE

Mr. Whit Van Cott
Utility Director
City of Hollywood
P.O. Box 229045
Hollywood, FL 33022-9045
Email: wwancott@hollywoodfl.org

Broward County
DW – City of Hollywood WWTF/ Permit Revision
DEP Permit Number: FL0026255
DEP Application Number: FL0026255-014-DW1P
AA Residual Treatment

Dear Mr. Van Cott:

The Department has reviewed your request with a \$5,000.00 application fee, received on February 27, 2004, to add AA Residual Treatment System to the City of Hollywood WWTF by construction of an AA residual treatment system (Bioset Process). Two processes were initially included in the application. During the review, the City determined that the Bioset Process was reasonably able to comply with odor concerns, and the Department concurs. The proposed process shall include final vector attraction reduction monitoring at Seminole Tribe of Florida's Big Cypress Reservation within a 400 acre Tribal Agriculture Distribution Center located in Hendry County. The alternative process is not included in this approval, as concerns about odors at the plant site had not been satisfied and the applicant requested removal of this process for permit consideration. Public notice for the Notice of Intent was published on May 19, 2004 in the South Florida Sun-Sentinel. The Department received proof of publication on May 26, 2004.

The Tribal Agriculture Distribution Center facility is located near the boundary of in Hendry County near Broward County approximately at latitude 26° 19' 35" N, longitude 80° 59' 20" W.

The request for permit revision is hereby approved in accordance with Section 403.087, Florida Statutes. The following revisions are made to Permit Number FL0026255:

- Replace Section II with the following:

II. RESIDUALS MANAGEMENT REQUIREMENTS

1. The method of residuals use or disposal by this facility is distribution and marketing (AA), land application (A or B), and/or transport to Nutri-Cycle Inc. in Arcadia, Florida, or another permitted residual management facility, or disposal in a Class I or II solid waste landfill.
2. The Permittee shall be responsible for proper treatment, management, use, and land application or disposal of its residuals. [62-640.300(5)]
3. The Permittee will not be held responsible for violations resulting from land application of residuals if the Permittee can demonstrate that it has delivered residuals that meet the parameter concentrations and appropriate treatment requirements of this rule and the applier (e.g. hauler, contractor, site manager, or site owner) has legally agreed in writing to accept responsibility for proper land application of the residuals. Such an agreement shall state that the applier agrees, upon delivery of

residuals that have been treated as required by Chapter 62-640, F.A.C., that he will accept responsibility for proper land application of the residuals as required by Chapter 62-640, F.A.C., and that the applier agrees that he is aware of and will comply with requirements for proper land application as described in the facility's permit.
[62-640.300(5)]

4. The Permittee shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility with which the source facility has an agreement in accordance with Rule 62-640.880(1)(c), F.A.C., for further treatment, management, use or land application. [62-640.300(5)]
5. Disposal of residuals, septage, and other solids in a solid waste landfill, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(k)3 & 4]
6. Land application of residuals shall be in accordance with the conditions of this permit, the approved Agricultural Use Plan(s), and the requirements of Chapter 62-640, F.A.C. [62-640]
7. The domestic wastewater residuals for this facility are classified as Class AA and A.
8. The Permittee shall achieve Class A pathogen reduction by meeting the pathogen reduction requirements in section 503.32(a)(3) (Thermally Treated Biosolids) of Title 40 CFR Part 503, revised as of October 25, 1995. [62-640.600(1)(a)]
9. The Permittee shall achieve vector attraction reduction by meeting the vector attraction reduction requirements in section 503.33(b)(6) (Add alkaline materials to raise the pH under specified conditions) of Title 40 CFR Part 503, revised as of October 25, 1995. [62-640.600(2)(a)]
10. Treatment of liquid residuals or septage for the purpose of meeting the pathogen reduction or vector attraction reduction requirements set forth in Rule 62-640.600, F.A.C., shall not be conducted in the tank of a hauling vehicle. Treatment of residuals or septage for the purpose of meeting pathogen reduction or vector attraction reduction requirements shall take place at the permitted facility. [62-640.400(8)]
11. The removal of treated residuals from the plant site shall not occur until the first pH monitoring as required by item 9 (above) is completed. The second and final monitoring maybe located at an off site location. The operating protocol to be used at the site shall be submitted and approved prior to the use of the site. An updated operating protocol shall be submitted and approved prior to any proposed change. [62-4.070 (1) & (3)]

Mr. Whit Van Cott, Utility Director
City of Hollywood
FL0026255

12. The Permittee shall sample and analyze the Class A residuals to monitor for pathogen and vector attraction reduction requirements of Rule 62-640.600, F.A.C., and the parameters listed in the table below at least once every three (3) months.

Parameter	Ceiling Concentrations (Single Sample)	Cumulative Application Limits
Total Nitrogen	(Report only) % dry weight	Not applicable
Total Phosphorus	(Report only) % dry weight	Not applicable
Total Potassium	(Report only) % dry weight	Not applicable
Arsenic	75 mg/kg dry weight	36.6 pounds/acre
Cadmium	85 mg/kg dry weight	34.8 pounds /acre
Copper	4300 mg/kg dry weight	1340 pounds/acre
Lead	840 mg/kg dry weight	268 pounds/acre
Mercury	57 mg/kg dry weight	15.2 pounds/acre
Molybdenum	75 mg/kg dry weight	Not applicable
Nickel	420 mg/kg dry weight	375 pounds/acre
Selenium	100 mg/kg dry weight	89.3 pounds/acre
Zinc	7500 mg/kg dry weight	2500 pounds/acre
pH	(Report only) standard units	Not applicable
Total Solids	(Report only) %	Not applicable

[62-640.650(1), 62-640.700(1), 62-640.700(3)(b), and 62-640.850(3)]

12. The Permittee shall sample and analyze the Class AA residuals to monitor for pathogen and vector attraction reduction requirements of Rule 62-640.600, F.A.C., and the parameters listed in the table below at least monthly. All samples shall be representative of the residuals used, land applied, or distributed and marketed, and shall be taken after final treatment of the residuals but before use, land application, or distribution and marketing. The following parameters shall be sampled and analyzed:

Parameter	Ceiling Concentrations (Single Sample)	Class AA Parameter Concentrations (Monthly Average)
Total Nitrogen	(Report only) % dry weight	(Report only) % dry weight
Total Phosphorus	(Report only) % dry weight	(Report only) % dry weight
Total Potassium	(Report only) % dry weight	(Report only) % dry weight
Arsenic	75 mg/kg dry weight	41 mg/kg dry weight
Cadmium	85 mg/kg dry weight	39 mg/kg dry weight
Copper	4300 mg/kg dry weight	1500 mg/kg dry weight
Lead	840 mg/kg dry weight	300 mg/kg dry weight
Mercury	57 mg/kg dry weight	17 mg/kg dry weight
Molybdenum	75 mg/kg dry weight	Not applicable
Nickel	420 mg/kg dry weight	420 mg/kg dry weight
Selenium	100 mg/kg dry weight	100 mg/kg dry weight
Zinc	7500 mg/kg dry weight	2800 mg/kg dry weight
pH	(Report only) standard units	(Report only) standard units
Total Solids	(Report only) %	(Report only) %

[62-640.650(1), 62-640.700(1), 62-640.700(3)(b), and 62-640.850(3)]

13. Sampling and analysis shall be conducted in accordance with Title 40 CFR Part 503, section 503.8 and the U.S. Environmental Protection Agency publication - POTW Sludge Sampling and Analysis Guidance Document, 1989. In cases where disagreements exist between Title 40 CFR Part 503, section 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in Title 40 CFR Part 503, section 503.8 will apply. [62-640.650(1), 62-640.700(1), 62-640.700(3)(b), and 62-640.850(3)]
14. Grab samples shall be used for pathogens and determinations of percent volatile solids. Composite samples shall be used for metals. [62-640.650(1)(e)]
15. Residuals shall not be land applied if a single sample result for any parameter exceeds the ceiling concentrations given in this permit. Residuals shall not be distributed and marketed if the monthly average of sample results for any parameter exceeds the Class AA parameter concentrations given in

Mr. Whit Van Cott, Utility Director
City of Hollywood
FL0026255

this permit. Monthly averages of parameter concentrations shall be determined by taking the arithmetic mean of all sample results for the month. [62-640.650(1)(f)]

16. The Permittee shall submit the results of all residuals monitoring with the Permittee's Discharge Monitoring Report under Chapter 62-601, F.A.C. The analytical results from each sampling event shall be submitted with the report for the month in which the sampling event occurs. [62-640.650(3)(a)&(e)]
17. Only domestic wastewater residuals that meet Class AA standards may be sold or given away in a distribution and marketing program. The distribution and marketing of residuals shall be conducted in accordance with Chapter 62-640, F.A.C. [62-640.850]
18. The Permittee shall submit a Monthly Residuals Distribution and Marketing Report to the Domestic Wastewater Section of the Department on Form 62-640.210(2)(c) by the 28th day of the month following the reporting month. The report shall be submitted to the following address:

Florida Department of Environmental Protection
Domestic Wastewater Section, Mail Station 3540
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

with a copy to the Southeast District Office to the following address:

Southeast District Office
400 North Congress Avenue
Suite 200
West Palm Beach, Florida 33401

[62-640.850(4)]

19. The Permittee shall make the following information available to users by product labels or other means:
 - a. The name and address of the facility or person that produced the Class AA residuals;
 - b. A statement that the residuals or residuals product meets the criteria of Rule 62-640.850(3), F.A.C.;
 - c. A recommendation that residuals be applied at a rate that does not exceed the agronomic rate; and
 - d. The following residuals analysis information (dry weight basis):
 - Total Nitrogen (%)
 - Total Phosphorus (%)
 - Total Potassium (%)

[62-640.850(5)]

20. Use of Class A residuals is allowed on unrestricted public access areas such as playgrounds, parks, golf courses, lawns, and hospital grounds. [62-640.600(3)(a)]

21. Current Agricultural Use Plan(s) identify residuals landspreading on the following site after an updated AUP is submitted and approved by the Department:

Site Name	Site Type (AG or LR)	App. Area (acres)	Site Location						
			County	Latitude			Longitude		
				DD	MM	SS	DD	MM	SS
V.C. Ranch East	AG	1155	Desoto	27	03	37	81	35	18

22. Residuals shall be applied with appropriate techniques and equipment to assure uniform application over the application zone. [62-640.700(2)(c)]
23. The spraying of liquid domestic wastewater residuals shall be conducted so that the formation of aerosols is minimized. [62-640.700(2)(d)]
24. Residuals storage facilities at land application sites shall be subject to applicable setback requirements for residuals application sites. Residuals stored at land application sites shall be stored in a manner that will not cause runoff or seepage from the residuals, objectionable odors, or vector attraction. Storage areas must be fenced or otherwise provided with appropriate features to discourage the entry of animals and unauthorized persons. At the time of application, the stored residuals must meet the parameter concentrations, pathogen and vector attraction reduction requirements, and cumulative application limits of this permit. Residuals storage facilities at land application sites may be used only for temporary storage of stabilized residuals for no more than 30 days during periods of inclement weather or to accommodate agricultural operations, or up to the period (not to exceed two years) specified in the Agricultural Use Plan. [62-640.700(2)(e)]
25. Residuals application sites shall be posted with appropriate advisory signs identifying the nature of the project area. [62-640.700(2)(f)]
26. The pH of the residuals soil mixture shall be 5.0 or greater at the time residuals are applied. At a minimum, soil pH testing shall be done annually. [62-640.700(5)(d)]
27. The Permittee shall maintain records of application zones and application rates and shall make these records available for inspection within seven days of request by the Department, or delegated Local Program. The Permittee shall maintain record items a. through e. below in perpetuity, and maintain record items f. through k. for five years:
- Date of application of the residuals;
 - Location of the residuals application site as specified in the Agricultural Use Plan;
 - Identification of each application zone used by the Permittee at the application site and the acreage of each zone;
 - Amount of residuals applied or delivered to each application zone;
 - Cumulative loading of each application zone;
 - The names of all other wastewater facilities using each of the application zones identified in item c.;
 - Method of incorporation (if any);
 - Measured pH of the residuals soil mixture at the time the residuals are applied (tested at least annually);
 - Unsaturated depth of soil above the water table level at the time of application;
 - Concentration of parameters in the residuals as required by this permit, and the date of last analysis; and
 - The results of any soil testing that is done under Rule 62-640.500(4)(a), F.A.C.

[62-640.650(2)]

28. The Permittee shall submit an annual summary of residuals application activity to the Southeast District Office on Department Form 62-640.210(2)(b) for all residuals applied during the period of January 1 through December 31. The summary for each year shall be submitted by February 19 of the following year. If more than one facility applies residuals to the same application zones, the summary must include a subtotal of each facility's contribution of residuals to the application zones. [62-640.650(3)(b)]
29. If residuals that are subject to the cumulative loading limitations of Rule 62-640.700(3), F.A.C., have been applied to an application zone, and the cumulative loading amount of one or more of the pollutants is not known, no further applications of residuals may be made to that application zone. [62-640.700(3)(f)]
30. A minimum unsaturated soil depth of two feet above the water table level is required at the time the residuals are applied to the soil. [62-640.700(6)(a)]
31. Residuals shall not be applied during rains that cause runoff from the site or when surface soils are saturated. [62-640.700(7)(a)]
32. Land application of "other solids" as defined in Chapter 62-640, F.A.C., is only allowed if specifically addressed in the Agricultural Use Plan(s) approved for this facility. Land application of "other solids" is subject to Chapter 62-640, F.A.C., and the permit conditions that apply to land applied residuals. [62-640.860]
33. If the Permittee intends to accept residuals from other facilities, a permit revision is required pursuant to Rule 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]
34. The Permittee shall keep hauling records to track the transport of residuals between facilities. The hauling records shall contain the following information:
- | Source Facility | Residuals Management Facility or Treatment Facility |
|--|--|
| 1. Date and Time Shipped | 1. Date and Time Received |
| 2. Amount of Residuals Shipped | 2. Amount of Residuals Received |
| 3. Degree of Treatment (if applicable) | 3. Name and ID Number of Source Facility |
| 4. Name and ID Number of Residuals Management Facility or Treatment Facility | 4. Signature of Hauler |
| 5. Signature of Responsible Party at Source Facility | 5. Signature of Responsible Party at Residuals Management Facility or Treatment Facility |
| 6. Signature of Hauler and Name of Hauling Firm | |
- These records shall be kept for five years and shall be made available for inspection upon request by the Department. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the residuals to the residuals management facility or treatment facility. The Permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of residuals leaving the source facility and arriving at the residuals management facility or treatment facility. [62-640.880(4)]
35. Storage of residuals or other solids at the permitted facility shall require prior written notification to the Department. [62-640.300(4)]

All other applicable conditions included in the original permit and subsequent revisions remain unchanged. The Notice of Permit Revision shall become a part of the permit and must be attached to the original permit with all other revisions.

Mr. Whit Van Cott, Utility Director
City of Hollywood
FL0026255

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request enlargement of the time for filing a petition for an administrative hearing. The request must be filed (received by the clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for enlargement of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Department action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department action;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
- (f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (i.e., the applicant, the Department, and any person who has filed a timely and sufficient petition for a hearing). The agreement must contain all the information required by Rule 28-106.404, Florida Administrative Code. The agreement must be received by the clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement.

Mr. Whit Van Cott, Utility Director
City of Hollywood
FL0026255

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to protect their substantial interests that would be affected by such a modified final decision must file their petitions within fourteen days of receipt of this notice, or they shall be deemed to have waived their right to a proceeding under Sections 120.569 and 120.57, Florida Statutes. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

This permit is final and effective on the date filed with the clerk of the Department unless a petition (or request for enlargement of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for enlargement of time) this permit will not be effective until further order of the Department.

Any party to this permit has the right to seek judicial review under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure with the clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit is filed with the clerk of the Department.

Should you have any questions, please contact Michael Wayne Bechtold P.E. of this office at telephone number (561) 681-6682 or email at mike.bechtold@dep.state.fl.us.

Executed in West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Kevin R. Neal 7/2/04
Kevin R. Neal Date

District Director
Southeast District

SP
KRN/LAH/TP/mwb

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this NOTICE OF PERMIT REVISION and all copies were emailed before the close of business on July 2, 2004 to the listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under section 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Kristina Byag 7/2/04
[Clerk] [Date]

cc: Virginia Buff, EPA/Atlanta, buff.virginia@epa.gov
Hubert Philocotte, DEP/WPB, hubert.philocotte@dep.state.fl.us
Francine Ffolkes, OGC/TLH, Francine.Ffolkes@dep.state.fl.us
Paul Vince, Hazen and Sawyer/ Hollywood, pvinci@hazenandsawyer.com
Thomas R. Dziedzinski, City of Hollywood, Tdziedzinski@hollywoodfl.org

Mr. Whit Van Cott, Utility Director
City of Hollywood
FL0026255

Sharon Sawicki, DEP/TAL, Sharon.Sawicki@dep.state.fl.us
Garth Hinckle, BCDPEP, ghinckle@co.broward.fl.us
Joanne Swing, BCDPEP, JSWING@broward.org

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Wastewater Compliance Evaluation Section, MS 3551, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: City of Hollywood
 MAILING ADDRESS: City of Hollywood
 P.O. Box 229045
 Hollywood, FL 33022-9045
 FACILITY: Hollywood Southern Regional WWTF
 LOCATION: City of Hollywood
 1621 North 14th Avenue
 Hollywood, FL 33019
 COUNTY: Broward

PERMIT NUMBER: FL0026255
 LIMIT: CLASS SIZE: Final Major RMP-A
 MONITORING GROUP: RMP-A
 NUMBER: MONITORING GROUP DESC: Class A Residuals
 NO DISCHARGE FROM SITE: ☐
 MONITORING PERIOD: From: To:

REPORT: Monthly Domestic
 GROUP:

Parameter	Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Sludge, Tot, Dry Wt (as N)	Sample Measurement						
PARM Code 78470 +	Report (Max.)	PER-CENT				Monthly	Grab
Mon. Site No. RMP-A							
Phosphorus, Sludge, Tot, Dry Wt (as P)	Sample Measurement						
PARM Code 78478 +	Report (Max.)	PER-CENT				Monthly	Grab
Mon. Site No. RMP-A							
Potassium, Sludge, Tot, Dry Wt (as K)	Sample Measurement						
PARM Code 78472 +	Report (Max.)	PER-CENT				Monthly	Grab
Mon. Site No. RMP-A							
Arsenic Total, Dry Weight, Sludge	Sample Measurement						
PARM Code 49565 +	Report (Max.)		75.0 (Max.)		MG/KG	Monthly	Composite
Mon. Site No. RMP-A							
Cadmium, Sludge, Tot, Dry Weight (as Cd)	Sample Measurement						
PARM Code 78476 +	Report (Max.)		85.0 (Max.)		MG/KG	Monthly	Composite
Mon. Site No. RMP-A							
Copper, Sludge, Tot, Dry Wt (as Cu)	Sample Measurement						
PARM Code 78475 +	Report (Max.)		4300.0 (Max.)		MG/KG	Monthly	Composite
Mon. Site No. RMP-A							

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (YY/MM/DD)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Hollywood Southern Regional WWTF

MONITORING GROUP RMP-A

PERMIT NUMBER: FL0026255

MONITORING PERIOD From: To

Parameter	Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Dry Weight, Sludge	Sample Measurement						
PARM Code 78468 + Mon. Site No. RMP-A	Permit Requirement		840.0 (Max.)			Monthly	Composite
Mercury, Dry Weight, Sludge	Sample Measurement						
PARM Code 78471 + Mon. Site No. RMP-A	Permit Requirement		57.0 (Max.)			Monthly	Composite
Molybdenum, Dry Weight, Sludge	Sample Measurement						
PARM Code 78465 + Mon. Site No. RMP-A	Permit Requirement		75.0 (Max.)			Monthly	Composite
Nickel, Dry Weight, Sludge	Sample Measurement						
PARM Code 78469 + Mon. Site No. RMP-A	Permit Requirement		420.0 (Max.)			Monthly	Composite
Selenium Sludge Solid	Sample Measurement						
PARM Code 61518 + Mon. Site No. RMP-A	Permit Requirement		100.0 (Max.)			Monthly	Composite
Zinc, Dry Weight, Sludge	Sample Measurement						
PARM Code 78467 + Mon. Site No. RMP-A	Permit Requirement		7500.0 (Max.)			Monthly	Composite
pH	Sample Measurement						
PARM Code 00400 + Mon. Site No. RMP-A	Permit Requirement		Report (Max.)			Monthly	Grab
Solids, Total, Sludge, Percent	Sample Measurement						
PARM Code 61553 + Mon. Site No. RMP-A	Permit Requirement		Report (Max.)			Monthly	Grab
Coliform, Fecal	Sample Measurement						
PARM Code 74055 + Mon. Site No. RMP-A	Permit Requirement	MPN/G				Monthly	Grab
Salmonella Sludge	Sample Measurement						
PARM Code 71204 + Mon. Site No. RMP-A	Permit Requirement	MPN/4G				Monthly	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Wastewater Compliance Evaluation Section, MS 3551, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: City of Hollywood
 MAILING ADDRESS: City of Hollywood
 P.O. Box 229045
 Hollywood, FL 33022-9045
 FACILITY: Hollywood Southern Regional WWTF
 LOCATION: City of Hollywood

1621 North 14th Avenue
 Hollywood, FL 33019
 Broward

COUNTY:

PERMIT NUMBER FL0026255

LIMIT: Final
 CLASS SIZE: Major
 MONITORING GROUP: RMP-AA
 MONITORING GROUP DESC: Class AA Residuals

REPORT: Monthly
 GROUP: Domestic

NO DISCHARGE FROM ☐
 SITE:
 MONITORING PERIOD From: To:

Parameter	Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Sludge, Tot, Dry Wt (as N)	Sample Measurement						
PARM Code 78470 + Mon. Site No. RMP-AA	Report (Mo. Avg.)	PER-CENT				Monthly	Grab
Phosphorus, Sludge, Tot, Dry Wt (as P)	Sample Measurement						
PARM Code 78478 + Mon. Site No. RMP-AA	Report (Mo. Avg.)	PER-CENT				Monthly	Grab
Potassium, Sludge, Tot, Dry Wt (as K)	Sample Measurement						
PARM Code 78472 + Mon. Site No. RMP-AA	Report (Mo. Avg.)	PER-CENT				Monthly	Grab
Arsenic Total, Dry Weight, Sludge	Sample Measurement						
PARM Code 49565 + Mon. Site No. RMP-AA	Report (Mo. Avg.)		41.0 (Mo. Avg.)			Monthly	Composite
Cadmium, Sludge, Tot, Dry Weight (as Cd)	Sample Measurement						
PARM Code 78476 + Mon. Site No. RMP-AA	Report (Mo. Avg.)		85.0 (Max.)			Monthly	Composite
Copper, Sludge, Tot, Dry Wt (as Cu)	Sample Measurement						
PARM Code 78475 + Mon. Site No. RMP-AA	Report (Mo. Avg.)		1500.0 (Mo. Avg.)	4300.0 (Max.)		Monthly	Composite

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (YY/MM/DD)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Hollywood Southern Regional WWTF

MONITORING GROUP RMP-AA

PERMIT NUMBER: FL0026255

NUMBER: MONITORING PERIOD

From: To:

Parameter	Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Dry Weight, Sludge	Sample Measurement						
PARM Code 78468 + Mon. Site No. RMP-AA	Permit Requirement		300.0 (Mo. Avg.)			Monthly	Composite
Mercury, Dry Weight, Sludge	Sample Measurement						
PARM Code 78471 + Mon. Site No. RMP-AA	Permit Requirement		17.0 (Mo. Avg.)			Monthly	Composite
Molybdenum, Dry Weight, Sludge	Sample Measurement						
PARM Code 78465 + Mon. Site No. RMP-AA	Permit Requirement		75.0 (Max.)			Monthly	Composite
Nickel, Dry Weight, Sludge	Sample Measurement						
PARM Code 78469 + Mon. Site No. RMP-AA	Permit Requirement		420.0 (Mo. Avg.)			Monthly	Composite
Selenium Sludge Solid	Sample Measurement						
PARM Code 61518 + Mon. Site No. RMP-AA	Permit Requirement		100.0 (Mo. Avg.)			Monthly	Composite
Zinc, Dry Weight, Sludge	Sample Measurement						
PARM Code 78467 + Mon. Site No. RMP-AA	Permit Requirement		2800.0 (Mo. Avg.)			Monthly	Composite
pH	Sample Measurement						
PARM Code 00400 + Mon. Site No. RMP-AA	Permit Requirement		Report (Mo. Avg.)			Monthly	Grab
Solids, Total, Sludge, Percent	Sample Measurement						
PARM Code 61553 + Mon. Site No. RMP-AA	Permit Requirement		Report (Mo. Avg.)			Monthly	Grab
Coliform, Fecal	Sample Measurement						
PARM Code 74055 + Mon. Site No. RMP-AA	Permit Requirement						
Salmonella Sludge	Sample Measurement						
PARM Code 71204 + Mon. Site No. RMP-AA	Permit Requirement					Monthly	Grab

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

The DMR consists of four parts--A, B, C, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part C is only applicable for domestic wastewater facilities with limited wet weather discharges permitted under Chapter 62-610.860, F.A.C. Part D is used for reporting ground water monitoring well data.

Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be typed or printed in ink.

In addition to filling in numerical results on various parts of the DMR, the following codes should be used and an explanation provided where appropriate. Note: Codes used by the lab for raw data may be different.

CODE	DESCRIPTION/INSTRUCTIONS	CODE	DESCRIPTION/INSTRUCTIONS
	is not conducted.		charge from/to site.
	cell		ions were shutdown so no sample could be taken.
	disaster.		Please enter an explanation of why monitoring data were not available.
	cient flow for sampling.		ing equipment failure.
MNR	imple.		
	Monitoring not required this period.		

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used:

- Results greater than or equal to the PQL shall be reported as the measured quantity.
- Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
- Results less than the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g. <0.001. A value of one half the MDL or half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.) Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following blanks in the header should be completed by the permittee or authorized representative:

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number. If there was no discharge of effluent for a particular outfall, reuse, or land application system and the DMR monitoring group includes other monitoring locations (e.g., influent sampling); the "NOD" code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.).

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Month/Year: Enter the month and year during which the data on this report were collected and analyzed.

Three-month Average Daily Flow: Calculate and enter the three-month average daily flow to the treatment facility.

(TMADFF/Permitted Capacity) x 100: Divide the three-month average daily flow by the permitted capacity of the treatment facility, multiply by 100, and enter this value.

Daily Monitoring Results: Record the results of daily monitoring for the parameters required to be sampled by your permit. Record the data in the units indicated.

Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

Type of Effluent Disposal or Reclaimed Water Reuse: Enter the type of effluent disposal or reclaimed water reuse (e.g. surface water discharge, ocean outfall, slow rate land application-public access, slow rate land application-restricted public access, rapid rate land application, absorption field, underground injection).

Limited Wet Weather Discharge Activated: If this plant does not have a limited wet weather discharge permitted under the provision of Rule 62-610.860, F.A.C., check 'Not Applicable.' If the plant activated the wet weather discharge during the reporting month, check 'Yes' and attach PART C - LIMITED WET WEATHER DISCHARGE.

PART C - LIMITED WET WEATHER DISCHARGE

This part is to be completed and submitted each month reclaimed water or effluent is discharged by a limited wet weather discharge permitted under Rule 62-610.860, F.A.C. For months with no discharge, Part C need not be submitted. All information is to be provided for each day on which the limited wet weather discharge was activated.

Month/Year: Enter the month and year during which the data on this report were collected and analyzed.

Rainfall Information: Enter the name and location of the rainfall gauging station, the source of climatological (normal rainfall) data, the cumulative rainfall for the average rainfall year, and the cumulative rainfall to date for this calendar year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which falls during an average rainfall year from January through the month for which this part contains data. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

Date: Enter the date on which the discharge occurred.

Duration of Discharge: Enter the number of hours, to the nearest 0.1 of an hour (0.1 hr. = 6 min.) during each day of discharge that reclaimed water was actually discharged to surface waters.

Gallons Discharged: Enter the quantity in millions of gallons of reclaimed water discharged during the period shown in duration of discharge. Show the units as millions of gallons (mg), accurate to the nearest 0.01.

Average Discharge Flow Rate: Divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (mgd).

Average Upstream Flow Rate: Enter the average flow rate in the receiving stream upstream from the point of discharge for the period shown in duration of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

Stream Dilution Factor: Enter the actual stream dilution ratio accurate to the nearest 0.1. To calculate the factor, divide the average upstream flow rate by the average discharge flow rate.

CBOD₅: Enter the average CBOD₅ of the reclaimed water discharged during the period shown in duration of discharge.

TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Total P: Enter the cumulative number of days since January 1 of the current year during which the limited wet weather discharge was activated divided by the total number of days since January 1 of the current year multiplied by 100%.

Reason for Discharge: Provide a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

Sampling Methods: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Preservatives Added: State what preservatives were added to the sample.

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

Analysis Result/Units: Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Enter the units associated with the results of the analysis.

Detection Limits/Units: Record the detection limits of the analytical methods used and the units associated with them.

Comments and Explanations: Use this space to make any comments on or explanations of results which are unexpected. If more space is needed, reference all attachments in this area.

Attachment B

The following statement must be signed by the City, transport operator and Vendor's storage site operator for each load leaving the wastewater treatment facility and received at the Vendor's storage site.

STATEMENT OF CITY FACILITY SITE OPERATOR

I certify under penalty of law, that the Class A pathogen treatment and requirements in 40 CFR part 503 and the vector attraction reduction requirements in 40 CFR have been met. This determination has been under my direction and supervision in accordance with the system designed, namely the BIOSET PROCESS, to ensure that qualified personnel properly gather and evaluate the information used to determine that the pathogen requirements and vector attraction reduction requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment

City Operator's Signature _____ Date: _____

TRANSPORTER CERTIFICATION

I certify that the information provided above is correct, and that only wastes on this ticket are contained in this load. I further certify that to my knowledge this load contains no chemicals or hazardous waste material and is suitable for beneficial use or landfill disposal. I am aware that falsification of this ticket may result in the forfeiture of my transporter's license and/or the privilege of utilizing state permitted disposal facilities.

Driver's Signature: _____ Date: _____

STATEMENT OF VENDORS STORAGE SITE OPERATOR.

I certify under penalty of law, that the Class A pathogen treatment and requirements in 40 CFR part 503 and the vector attraction reduction requirements in 40 CFR have been met. This determination has been under my direction and supervision in accordance with the system designed, namely the BIOSET PROCESS, to ensure that qualified personnel properly gather and evaluate the information used to determine that the pathogen requirements and vector attraction reduction requirements have been met. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment.

Vendor's Storage Site Operator Signature _____ Date: _____