

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund _____ Agency _____ Org. _____ Rev Source _____

Is Item Included in Current Budget? Yes No

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

C. Department Fiscal Review: dkm/mvst

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Jim Dool 4-13-07
 OFMB
 adn 4-12-07
 HA 4/12/07
 CM 4/11/07

Dr. J. Jacob 4/20/07
 Contract and Development Control
 6/20/07 4/19/07

B. Legal Sufficiency:

[Signature] 4/23/07
 Assistant County Attorney

This item complies with current County policies.

The assignment is retroactively effective.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**ASSIGNMENT OF SLUDGE DISPOSAL
SERVICES AGREEMENT**

THIS ASSIGNMENT is made and entered into this _____ day of _____, 2007, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereafter "COUNTY") and the **EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD**, through its agent, the City of West Palm Beach (hereafter "ECR").

WITNESSETH:

WHEREAS, City of West Palm Beach, City of Lake Worth, City of Riviera Beach, Town of Palm Beach and the County (the "Entities") and the ECR entered into a participatory agreement dated April 20, 1993 (the "Participatory Agreement"), whereby the Entities determined to proceed with a number of specified projects to expand the ECR Facilities; and

WHEREAS, pursuant to the Participatory Agreement, the COUNTY wishes to transfer to the ECR the County's rights, obligations and interest in the Interlocal Agreement for Sludge Disposal (the "County Sludge Disposal Agreement") entered into between the County and the Solid Waste Authority of Palm Beach County (the "SWA") dated October 6, 1992 (County Resolution No. R92-1423D); and

WHEREAS, the COUNTY and ECR desire to implement the provisions of the Participatory Agreement and effect the transfer of the County Sludge Disposal Agreement to the ECR.

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

2. The County hereby transfers and assigns to the ECR all of the County's rights, obligations and interest in the County Sludge Disposal Agreement. A copy of the County Sludge Disposal Agreement is attached hereto and incorporated herein as **Exhibit "A"**. The ECR hereby accepts such assignment and assumes the County's rights, obligations and interest in the County Sludge Disposal Agreement. Each party shall cooperate with each other to secure any approvals or consents of the SWA that may be required in conjunction with this Agreement.

3. The County and the ECR agree and acknowledge that the effective date of the transfer and assignment shall be as of April 1, 2006 (the "Effective Date"), which is the date that beneficial use of the County's rights under the County Sludge Disposal Agreement was transferred to the ECR. The County shall be responsible for all costs and liabilities arising out of the County Sludge Disposal Agreement up through and including the Effective Date, and the ECR shall be responsible for all costs and liabilities arising out of the County Sludge Disposal Agreement after the Effective Date.

4. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representative and ECR's Authorized Representative. If such

Authorized Representatives are unable to reach a resolution and either party believes that the issue is of sufficient merit, the parties shall select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that each party shall pay the mediator's fees and costs in equal amounts. The provisions of this paragraph shall apply only to disputes under this Agreement, and shall not replace any dispute resolution procedures set forth in the County Sludge Disposal Agreement.

5. This agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least forty-five (45) days prior to the proposed effective date of the amendment.

6. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.

7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the Application of such

term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this agreement shall be deemed valid and enforceable to the extent permitted by law.

8. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY: Palm Beach County Water Utilities
Department Director
8100 Forest Hill Boulevard
West Palm Beach, FL 33416

With a copy to: Palm Beach County Attorney
301 N. Olive Ave., Ste. 601
West Palm Beach, FL 33401

ECR: East Central Regional Wastewater
Treatment Facility Operations Board
Attn: Executive Manager
4325 N. Haverhill Road
West Palm Beach, FL 33409
Telephone: (561) 835-7400
Fax: (561) 835-7420

With a copy to: Phillip Gildan, Esq.
Greenberg Traurig, P.A.
777 So. Flagler Drive
Suite 300 East
West Palm Beach, FL 33401
Fax: (561) 838-8867

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

9. The Authorized Representative for the ECR is the City of West Palm Beach Utilities Director. The Authorized Representative for the COUNTY is the Palm Beach County Water Utilities Director. Each party retains the right to substitute a new or additional Authorized Representative at any time and from time to time by written notice to the other.

10. Should either party to this Agreement determine that the other is in default of any of the terms and conditions of this Agreement, written notice shall be given by the non-defaulting party allowing the defaulting party thirty (30) days from the date of receipt of such written notice to cure the defaults. Prior to the initiation of any legal proceedings between the parties, the parties shall comply with any state laws related to resolving disputes between local governments. In the event of default by either party to this Agreement, both parties shall have all remedies available under the laws of the State of Florida including but not limited to injunction to prevent default or specific performance to enforce this Agreement, subject to state law. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

11 This Agreement shall be effective when executed by both parties hereto.

12. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

13. When the required time for performance of an action under this Agreement falls on a weekend day or holiday, the time for performance shall be extended to the next calendar day not falling on a weekend or holiday.

14. Notwithstanding any other provisions of this Agreement, DISTRICT and COUNTY expressly acknowledge that they have no pledge of or lien upon any real property, personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement.

15. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, neither party shall be liable for such non-performance.

16. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed

a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

17. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. The governing bodies for the COUNTY and the ECR shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

18. The COUNTY and the ECR shall each maintain adequate records pursuant to this Agreement for at least the minimum period required by Chapter 119, Florida Statutes, or four (4) years, or final resolution of matters resulting from any litigation or claim, whichever period is longer. Both parties to this Agreement reserve the right, upon reasonable request and during normal business hours, to have access to such books, records, and documents as required in this section for the purpose of inspection.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

ATTEST:

[Signature]
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form
And legal sufficiency

By: [Signature]

Date: 3-28-07

**EAST CENTRAL REGIONAL
WASTEWATER TREATMENT
FACILITIES OPERATION BOARD**

By: THE CITY OF WEST PALM BEACH
Its: Agent

By: [Signature]
Lois J. Frankel, Mayor

Dated: 3/29, 2007

ATTEST:
SHARON R. BOCK

By: _____
Clerk and Comptroller

**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

BY: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

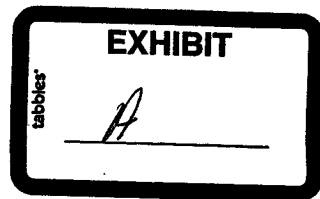
Date: _____

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
Department Director

R 92 14230

**INTER-LOCAL GOVERNMENT AGREEMENT
FOR SLUDGE DISPOSAL SERVICES**



THIS AGREEMENT, made and entered into this OCT 6 day of 1992,
by and between the COUNTY OF PALM BEACH, a political subdivision of the State of
Florida, hereinafter called the "County", and the SOLID WASTE AUTHORITY OF PALM
BEACH COUNTY, a special district created pursuant to Chapter 75-473, Laws of Florida, as
amended, hereinafter called the "Authority".

W H E R E A S

W H E R E A S, the County owns, operates and manages a domestic waste water treatment
plant which generates residuals as a by-product of the treatment process referred to herein as
Sludge; and

W H E R E A S, the County desires to secure an efficient, long term and environmentally
sound method of daily disposal of these residuals; and

W H E R E A S, the State of Florida encourages the recycling and beneficial re-use of solid
waste including Waste Water Residuals; and

W H E R E A S, the Authority can provide for the disposal and subsequent recycling of this
material efficiently and effectively by Composting these residuals with yard waste or similar
bulking agents thus avoiding the consumption of landfill space; and

W H E R E A S, the County of Palm Beach and the Solid Waste Authority of Palm Beach
County find it in the public interest to mutually cooperate in the disposal, recycling and re-use
of Waste Water Residuals, yard wastes and other similar materials.

N O W, T H E R E F O R E, in consideration of the mutual promises contained herein, the
County and the Authority agree as follows:

Article 1 - CERTAIN DEFINITIONS

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

"Accept" means the receipt by the Authority of Waste Water Residuals meeting the minimum requirements in Article IV, 4.1

"Capacity Payment" means the fixed monthly payment from the County to the Authority to pay the County's allocation of the acquisition cost of the Compost Facility and associated equipment as indicated in Exhibit II.

"Change in Law" means a change in the Federal, State or Local laws, regulations or requirements after the date of execution of this Agreement which has, or may reasonably be expected to have, ~~a direct material adverse affect upon the cost to the Authority of constructing, operating, maintaining or modifying the Compost Facility.~~

"Compost" means the end product of the process of combining Waste Water Residuals with bulking agents to produce a usable soil amendment product.

"Compost Facility" means facilities to be constructed for the purpose of processing and recycling Waste Water Residuals received from the County into Compost material.

"Dry Weight" means the weight measured after oven drying at 103-105°C to a constant weight.

"Effective Date" means the date of execution of this Agreement.

"Odorous" means a condition produced by septic Sludge. If severe, the Waste Water Residuals give off foul odors.

"Operating Plan" means the plan approved by the parties as provided for in Article 3.2. (b).

"Operations Date" means the date of commencement of operation of the facility.

"Scheduled Operations Date" means the scheduled date of operations of facility provided for in Article 3.2(c).

"Sludge" means Waste Water Residuals resulting from an aerobic or anaerobic waste water treatment process meeting the requirements for metals content of the Florida Administrative Code (F.A.C.) 7-640.850 (2) for a Class A Sludge.

"Tip Fee Payment" means the fee paid by the County monthly on a Wet Ton basis for processing Sludge delivered by the County to the Compost Facility or as otherwise directed by the Authority as described in Article 5.1. (c).

"Waste Water Residuals" means the by-product of a domestic waste water facility which uses a biological treatment process.

"Wet Ton" means the total weight of Sludge delivered to the Authority Compost Facility or other location as directed by the Authority.

Article II - ACQUISITION AND CONSTRUCTION OF FACILITY

2.1. Agreement to Provide Compost Facility.

Upon execution of this Agreement, the Authority shall cause the financing, design, construction, permitting and operation of a Compost Facility as generally described in Exhibit 1: The purpose of this facility is to provide for the long term Sludge disposal needs of the County. The location of this facility is to be at 45th Street and North Jog Road, West Palm Beach, Florida.

The parties acknowledge that the Authority has not completed negotiations of a contract for the design and construction of the facility. The parties agree that the final contract may require a modification to an exhibit hereto or, possibly, to the terms hereof. No such modification may occur without the mutual consent of the parties.

2.2. Project Schedule.

The Compost Facility will be designed and constructed to begin operations on or about twelve (12) months from the date of execution of this Agreement. The final construction schedule will be developed upon completion of the design phase of the project.

Article III - OPERATIONS AND MANAGEMENT

3.1. *Commitment to Receive and Process Waste Water Residuals.*

The Authority shall Accept and process Waste Water Residuals from the County Waste Treatment Plants delivered to the Compost Facility or designated mixing area in accordance with Article IV of this Agreement.

3.2. *Compost Facility Operations.*

(a) *Receiving and Operating Hours.*

The Authority shall operate the facility in such a manner as to receive Waste Water Residuals on a 7 day per week, 365 day per year basis in accordance with the Operating

(b) *Operating Plan.*

At least thirty (30) days prior to commencement of Composting operations, the Authority will develop an Operating Plan mutually acceptable to the County which shall include, but not be limited to, a description of operations, hours of operation, vehicle receiving at the facility or mixing area, emergency notification procedures, handling of unacceptable materials, weighing and billing procedures and traffic routing.

(c) *Commencement of Operations.*

Within ninety (90) days of the Effective Date of this Agreement, the Authority will provide the County a schedule indicating the expected time frame for completion of construction and date of commencement of operations ("Operations Date").

(d) *Federal, State and Local Regulations.*

The Authority will operate the Compost Facility in compliance with all Federal, State and Local regulations pertaining to the Composting of Waste Water Residuals.

(e) *Rejection of Deliveries.*

The Authority shall have the right to reject the delivery and unloading of Waste Water Residuals containing hazardous materials or not being in compliance with Article IV of

this Agreement. The Authority will notify the County upon receipt of rejected materials. At the request of the County, the Authority will make it's best efforts to dispose of the material in a manner consistent with current environmental regulations. The County will pay the actual cost of such disposal.

(f) **Weighing and Record Keeping.**

All Waste Water Residuals from the County shall be weighed at the Authority's designated scale facilities which are certified annually by the State of Florida. The Authority shall maintain all weight records and shall submit this information as back up to all tip fee billings.

**Article IV - WASTEWATER RESIDUALS QUALITY
AND QUANTITY LIMITATIONS**

4.1 Quality.

4.1.1. Waste Water Residuals to be delivered by the County to the Authority for Composting shall be conventional waste activated sludge with aerobic or anaerobic waste water treatment digestion. These Waste Water Residual treatment processes shall meet the Class C stabilization standards as described in FDER Regulation DER 7-640; Subsection 17-640.600.

4.1.2. Waste Water Residuals delivered by the County to the Authority shall be a minimum twelve percent (12%) Dry Weight solids content.

4.1.3. Waste Water Residuals of the County shall be analyzed each quarter in accordance with FDER Rule 17-640.700(1) Florida Administrative Code (F.A.C.). The Waste Water Residuals shall not exceed the maximum metals concentrations as described in F.A.C. 17-640.850(2) for a Class A Waste Water Residual

4.1.4. The Waste Water Residuals shall not be Odorous at the time of delivery.

4.2. Quantity.

4.2.1. The quantities of Waste Water Residuals delivered by the County to the Authority for the purpose of Composting in the Compost Facility shall not exceed the planned capacity of the Compost Facility to be constructed under the terms of this Agreement. The capacity of the facility is dependent upon the Dry Weight solids content of the Waste Water Residuals delivered by the County to the Authority. These quantity limitations are shown in Exhibit IV of this Agreement.

Article V - PAYMENTS

5.1. (a) Monthly Payment for Disposal.

~~On or before the fifteenth (15th) day of the month following the Operations Date of the~~ facility, the Authority shall submit to the County an itemized invoice for payment including total delivered Wet Tons of Waste Water Residuals received at the Compost Facility for the previous month. The monthly disposal fee payment shall be payable from the County to the Authority within thirty (30) days from receipt by the County. The disposal fee payment shall be based upon the sum of a fixed monthly Capacity Payment representing the County's allocation of the capital cost for construction of the facility and a variable Tip Fee Payment representing the County's allocation of the cost of operating and maintaining the facility on a cost per Wet Ton basis.

5.1. (b) Capacity Payment

The computation of the Capacity Payment shall be based upon the County's share of actual construction costs of the eight (8) bay Compost Facility including the existing pilot facility. The calculation methodology is shown in Exhibit II. The Capacity Payment is payable as a fixed monthly charge per month or a pro-rated fraction thereof beginning with the Operations Date of the facility and ending upon the twenty (20) year term of this Agreement. Upon the successful completion of the facility, including operational testing, Exhibit II shall not

be modified except by mutual consent of the parties or the application of Paragraph 6.3. In the event Authority refunds its debt, the interest rate and Capacity Payment shall be changed to reflect the revised weighted average interest rate. The County has the option at any time prior to the Operations Date of the Compost Facility to pay to the Authority a lump sum payment in lieu of the Capacity Payment representing the County's allocation of the actual construction costs as indicated in Exhibit II. Such payment shall be the present value of the actual monthly Capacity Payment calculated in accordance with Exhibit II utilizing the eight and eight one hundredths percent (8.08%) interest rate also indicated in Exhibit II.

5.1. (c) Tip Fee Payment.

The computation of the Tip Fee Payment is as shown in Exhibit III and initially will be ~~\$10 per Wet Ton of Waste Water Residuals delivered to the facility beginning with the~~ Operations Date.

5.1. (d) Annual Adjustment of Tip Fee Payment.

The Tip Fee Payment shall be adjusted annually to reflect the County's share of the actual cost of operating and maintaining the facility.

5.1. (e) Review of Operating and Maintenance Costs.

The Authority and the County agree that the actual costs of operating and maintaining the facility will be reviewed annually to insure appropriateness of the Tip Fee Payment. Adjustments to the County's allocation of these costs will be made by mutual agreement of the parties. In the event of no mutual agreement, then the adjustment will be determined through arbitration, as described in Section 6.6 of this Agreement.

5.1. (f) Cost Sharing.

The Authority has determined that the average compost mixture will consist of fifty-seven percent (57%) sludge and forty-three percent (43%) yardwaste or bulking agents. Therefore, the County's allocation of actual construction, equipment, operating and maintenance costs shall be fifty-seven percent (57%) throughout the term of this Agreement.

Article VI - TERM DEFAULT AND TERMINATION

Term.

Unless sooner terminated in accordance with the terms hereof, this Agreement shall continue in effect until the twentieth (20th) anniversary of the Operations Date of the facility.

6.2 Termination and Cancellation.

This Agreement may not be canceled by either party without the consent of the other party. During the term of this Agreement, disputes shall be resolved pursuant to Paragraph 6.6. hereof. In addition, either party may seek specific performance of the terms of this Agreement.

Change in Law.

If, prior to the completion of construction, a Change in Law occurs such that it has, or ~~may reasonably be expected to have, a direct material adverse affect on the rights and obligations~~ of the Authority under this Agreement, the Authority may elect to abandon the project and terminate this Agreement.

If, after the Operations Date of the facility, a material Change in Law occurs that has, or may reasonably be expected to have, a direct material adverse affect upon the cost to the Authority of operating, maintaining or modifying the Compost Facility, the parties agree to an increase in Tip Fee Payment or Capacity Payment proportionate to such increase in costs and shall be in the same proportions as described in Article V of this Agreement. In the event of no mutual agreement, then the increase will be determined through arbitration as described in Section 6.6 of this Agreement.

6.4. Assignment.

It is expressly understood and agreed that this Agreement is between the Authority and the County and that the Authority and the County shall have no right to assign this Agreement or any portion thereof without prior approval of the other party.

6.5. Severability.

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of, or to, this Agreement or such other appropriate changes as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise effected by such action, remain in full force and effect.

6.6. Arbitration.

To the extent permitted by law, unless otherwise specified in this Agreement, any ~~controversy arising under this Agreement which the parties are unable to resolve by mutual agreement,~~ shall be submitted to binding arbitration in accordance with the then current rules of the American Arbitration Association (hereinafter referred to as the "AAA"), and any decision of the Arbitrators in any such arbitration shall be conclusive as to the matters submitted to them, shall be final and binding upon the parties hereto and may be enforced in any court of competent jurisdiction in the State. Either party may give to the other written notice of its desire to have a matter arbitrated, in which event a hearing thereon shall commence within a reasonable time thereafter. Any rule of the AAA to the contrary notwithstanding, the issue under arbitration shall be heard and decided by a panel of three (3) Arbitrators, of whom one (1) Arbitrator shall be designated by the Authority, one (1) Arbitrator shall be designated by the County and the third to be mutually acceptable to the Authority and the County; provided, however, that in the absence of any such designation or agreement, the balance of the Arbitration Panel shall be designated by the AAA. Failure to name an Arbitrator within thirty (30) days of a written request pursuant to this paragraph shall constitute a waiver of the right to name an Arbitrator to the panel. Any decision as to the issue or issues properly before the panel, including the sharing of the cost of arbitration, and joined in by at least two (2) of the members of such panel, shall

be the decision of the panel, and such decision shall be final and binding upon the parties and not subject to appeal.

Any decision or award of the Arbitrators shall be based solely on the provisions of this Agreement. If the subject matter for the decision or award is not provided for in the Agreement, it shall be based on the law (excluding law relating to conflicts of law) of the State. The Arbitrators shall not be requested nor shall they have the power to render any decision or award except in accordance with the two (2) preceding sentences. Any decision or award not complying with the foregoing shall be subject to appeal and judicial review on the petition of either party.

If either the Authority or the County has withheld payment of any amount in dispute, upon resolution of such dispute, the non-prevailing party shall pay over to the prevailing party the disputed amount (or so much thereof as shall be determined to be due) plus interest at a rate equal to the published Treasury Bill Rate in effect from time to time during the period that the payment was withheld, from the date on which such amount was due to the date of payment. "Treasury Bill Rate" means the average yield calculated on each U.S. Treasury auction of the thirteen (13) week U.S. Treasury Bill during the disputed period. The non-prevailing party shall pay all costs of the arbitration, except that each party shall pay their attorney fees, if any.

Arbitration shall take place in Palm Beach County, Florida, unless the Authority and the County agree otherwise in writing.

ARTICLE VII - INTERIM WASTEWATER RESIDUALS DISPOSAL

7.1. To help offset the cost of the present pilot facility and provide for disposal of the County's Waste Water Treatment Plant Sludge, the Authority hereby agrees to accept this Sludge at the pilot facility for \$25 per Wet Ton. All provisions under Article IV, Section 4.1. of this Agreement shall apply during this interim agreement. This interim disposal begins with the execution of this Agreement and ends with the Operations Date.

~~IN WITNESS WHEREOF~~, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by it's Executive Director, and it's seal to be hereunto affixed, and the PALM BEACH COUNTY BOARD OF COMMISSIONERS has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Attest:

By: Sandra Bourhan
Sandra Bourhan,
Clerk to the Board

By: Karen T. Marcus
Karen T. Marcus,
Chair

(Seal)

Approved as to Form and Legal Sufficiency

By: William H. Conko
Counsel to the Authority

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:

Attest:

David Jones Deputy Clerk

By: Karen T. Marcus CHAIRMAN

R92-1423D OCT 6 1992 (Seal)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
William H. Conko
COUNTY ATTORNEY

Approved by S.W.A. Board on Sept. 16, 1992, Item 8A

Approved by Palm Beach County on Oct. 6, 1992, Item

EXHIBIT

TECHNICAL DESCRIPTION OF COMPOST FACILITY

General Description

The system is an in-vessel, forced-air, agitated-bed, aerobic system of composting. The system offers a unique combination of simplicity and reliability. Composting is completed under controlled aerobic conditions in concrete bays. The individual bays are open at the top and are sheltered in a weather-proof building which protects the operation and permits year-round operation.

The system is modular; each concrete bay is a separate composting unit with individual controls. A single bay can handle about 4.9 wet tons of sludge per day (0.74 dry tons) assuming an average of 15% dry solids. Sludge is deposited inside the building at the front (loading) end of the bays where it is mixed with an appropriate bulking agent. Materials used as bulking agents can include sawdust, recycled compost, shredded leaves/mulch, wood chips from waste brush or clean construction wood waste, and shredded paper. This mixture is then loaded in the bay where it is agitated, aerated and composted as it is slowly conveyed through the bay. An agitator/mixer machine mixes and moves the material down the bay at a rate of 12 feet per day which makes that space available to load new waste each day.

The agitator/mixer, which is operated automatically, has a movable, toothed drum and conveyor. When the machine reaches the front of the bay, a trip switch activates controls to raise the drum/conveyor units and the machine moves to the next bay, proceeds to the finishing end, lowers the drum and conveyor, and repeats the process. Because of the automatic control, an operator is not required while this unit is working.

Compost remains in the bays for approximately 21 days. A 21-day-retention time is obtained if compost is moved through the bays by operation of the agitator once a day, 7 days per week. The retention time can be increased or reduced by operating the machine less or more frequently. Because each bay is a separate unit, the retention time of each bay can be adjusted daily if necessary.

The actual solids retention in the composting system is also dependent on the degree to which compost is recycled as a bulking agent. Through the use of recycled compost, a completely cured product can be easily obtained which eliminates the need for curing.

Because of the daily agitation of the compost in the bays, no material can pass through the system without being thoroughly mixed and exposed to microbial degradation. This further reduces the need for curing.

Since each bay is independent with a complete set of controls and individual aeration system, the multiple bay unit can process multiple waste streams simultaneously. For example, sludge loaded in one bay can move through the unit without being mixed with sludge loaded into adjacent bays.

Temperature and ventilation controls maintain aerobic conditions and optimum temperatures during the composting process. A series of blowers are mounted at intervals along the sides of the outer bays. They are controlled by timers or by an automatic feedback system for forced aeration. The airflow is upward from the bottom of the bay via a system of perforated pipes. Each blower is independently controlled allowing very precise temperature management during each stage of the process.

The system can be operated in accordance with the "Rutgers" strategy. Air flow-rates are adjusted as compost moves down the bay, and rates of airflow up to 40 cfm/wet ton (100 cfm/dry ton) are obtained in this system. Because the material in the bays is only 5 feet deep, high air flow-rates can be obtained without high static pressures and high electric demand.

Control of blowers using automatic temperature feedback is obtained by way of thermocouples permanently mounted in the bays and programmable micro-processors. This system maintains and records temperature data for regulatory purposes.

Odor problems in composting are usually caused by anaerobic conditions. Since the system maintains the compost in an aerobic state, the generation of nuisance odors is minimized. In addition, the system is in an enclosed facility, with all air exhausted through a separate series of blowers. Exhaust air can be passed through a soil/compost filter where microorganisms absorb and break down the odor-causing compounds.

The dry stable compost is collected at the finishing end of the bays where it is ready for shipping or reuse as a bulking agent. About four days' output of finished compost can be stored within the composting building without interrupting operation of the-agitating machine. Space is also provided within the mixing end of the building for storage of recycled compost or other bulking agents.

The Roto-Blender is a self-propelled, continuous-feed machine capable of automatically shearing, blending, aerating and piling various types of compost. These processes are accomplished at a constant rate according to a predetermined setting and produce a consistent finished product.

General Specifications

Dimensions with conveyor retracted (approx.)	Height (above track rails)	7'-0"
	Width	10'-0"

	Length	15'-0"
Overall dimensions with	Height	13'-0"
Roto-Blender positioned	Width	12'-2"
on Transfer Dolly (approx.)	Length	15'-0"
Roto-Blender Weight		12,500 lbs.
Transfer Dolly Weight		3,500 lbs.
Electric Motor Drive HP		25 HP
Power Supply Requirement		220/440 Volt, 3-Phase (208 Volt, 3-Phase available)
Processing Capacity (approximate)		125 Cubic Yards/Hour @ 20 inches/minute rail speed

Aeration System

In the composting facility, each bay is independently aerated with six aeration zones to provide continuous availability of adequate air during the composting process. This aeration system ensures pasteurization temperatures of 55° Centigrade, while simultaneously preventing excessive heat buildup which inhibits biodegradation of sludge solids.

Based upon operating experience, the aeration system is sized to deliver up to 40 cfm/wet ton (which equates to approximately 100 cfm/dry ton). Higher rates of aeration are provided at the front end of the process where higher rates of heat generation occur. Each blower can be automatically turned on or off depending on need. Required operating time of the blowers depends on sludge and bulking agent characteristics related to heat generation (moisture and volatile solids content). Uniform air distribution and the elimination of channeling is maintained by the operation of the mixer/agitator and by the air distribution grid design in the floor of the bays.

Temperature control, which ensures product stabilization and drying, is maintained by automatic temperature feedback control of the process blowers. The system can be operated in accordance with the "Rutgers" strategy using thermocouple sensors installed along the length of each compost bay. The sensors are installed flush with, but insulated from, the concrete to yield continuous reliable compost temperature data. Each sensor controls a single blower.

Temperature data is fed to the programmable controller which cycles the process blowers on and off as needed to meet preselected process temperatures. Differing setpoint temperatures may be selected for any given bay and/or any area along the length of a bay, by programming the controller.

Computer Controlled Aeration System

The aeration and ventilation blowers are automatically controlled by computer to furnish necessary air for the composting process and building ventilation. This control system consists of two computers: 1) a programmable control attached to 2) an IBM computer (the work station). This integrated system achieves both process control and data logging. The controller furnishes field data acquisition, control logic and field control actions related to operation of the aeration and ventilation systems. The controller is designed to maintain the desired compost temperatures in five longitudinal zones within each bay. The temperature of each zone is sensed through a thermocouple. An aeration blower is automatically activated when the compost temperature needs adjusting. The controller system can also regulate building temperature by automatically activating exhaust blowers based on building temperatures.

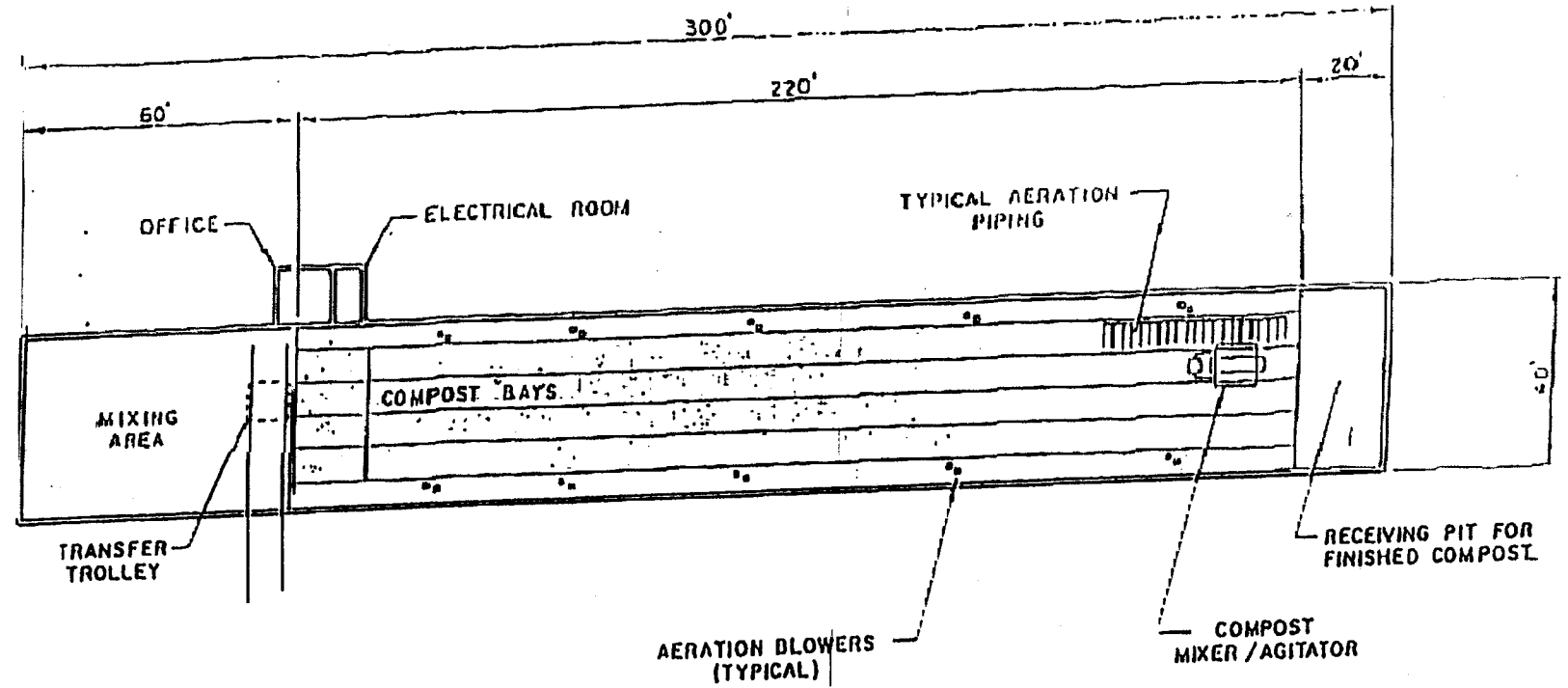
Odor Control and Bio-Filter Design

Odor prevention is the front line of defense against odor. This is achieved through proper design and operation of the composting process itself. It is here that the system offers significant advantages. The daily agitation and low pile height permit the economical addition of sufficient air to properly control the biological process and thus reduce the generation of odorous compounds. The simplicity and redundancy of the system ensures reliable operation and minimizes the chance of major upsets which can produce odors.

Biofilter Odor Control - A biofilter system will be added to the facility. The air exhausted from the compost building is directed to a manifolded bed consisting of perforated air-distribution piping laid in a bed of gravel, covered with two to three feet of soil mixture. The piping and gravel distributes air evenly throughout the soil. As the exhaust air moves through the soil, odors are adsorbed and broken down by microorganisms growing in the soil.

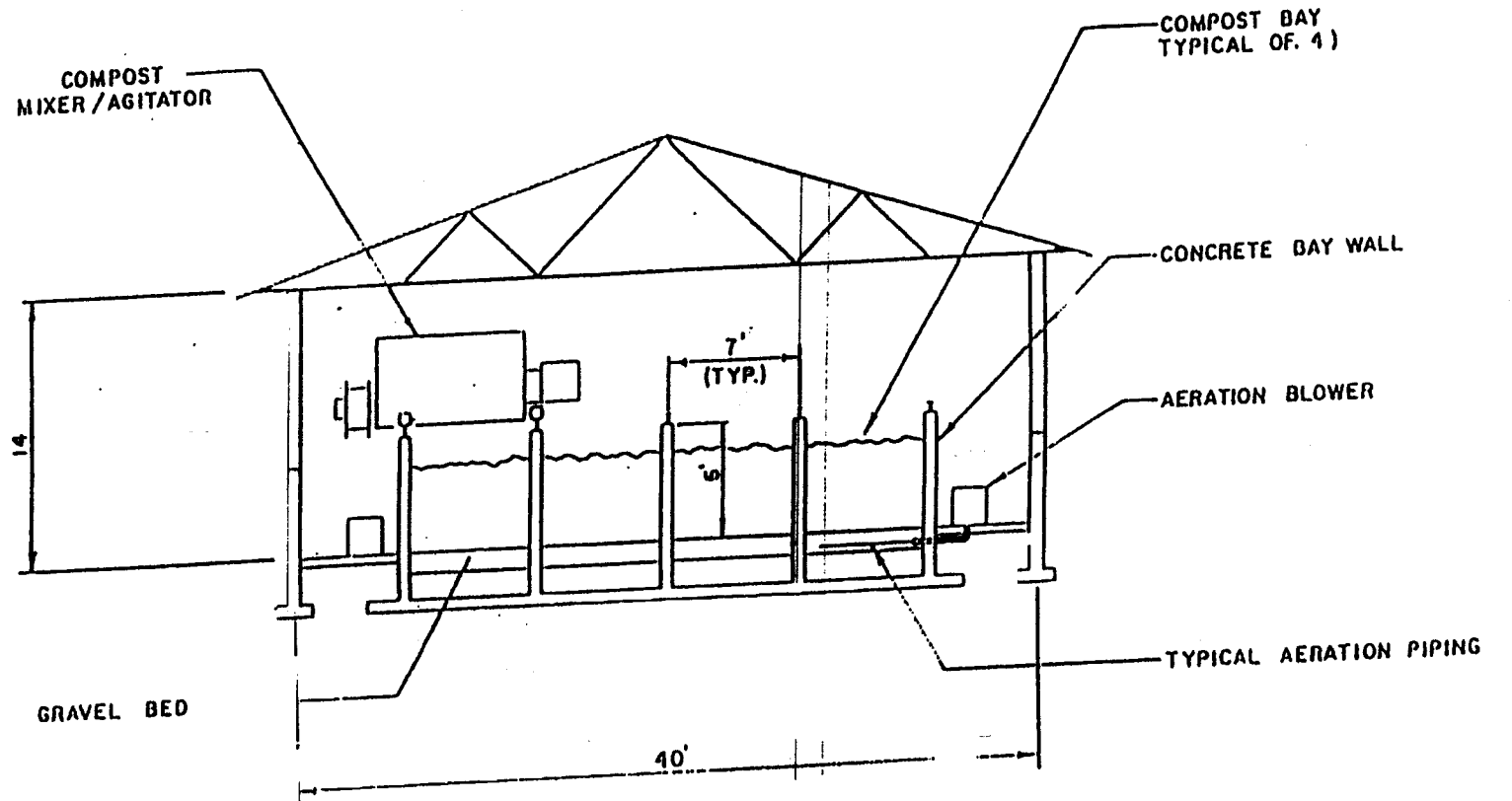
The success of the biofilter is due to a combination of physical, chemical and biological processes that occur in the soil. Odors are adsorbed by the organic matter and clay particles, dissolved by moisture, broken down and destroyed by microorganisms. The process is self-sustaining and there is no need for supplemental fuel or chemicals. Consequently, little maintenance is required and no liquid wastes are generated.

sketches are for a typical 4-bay system which is the standard module. The facilities constructed to serve the County will be eight (8) bays or two (2) 4-bay modules.



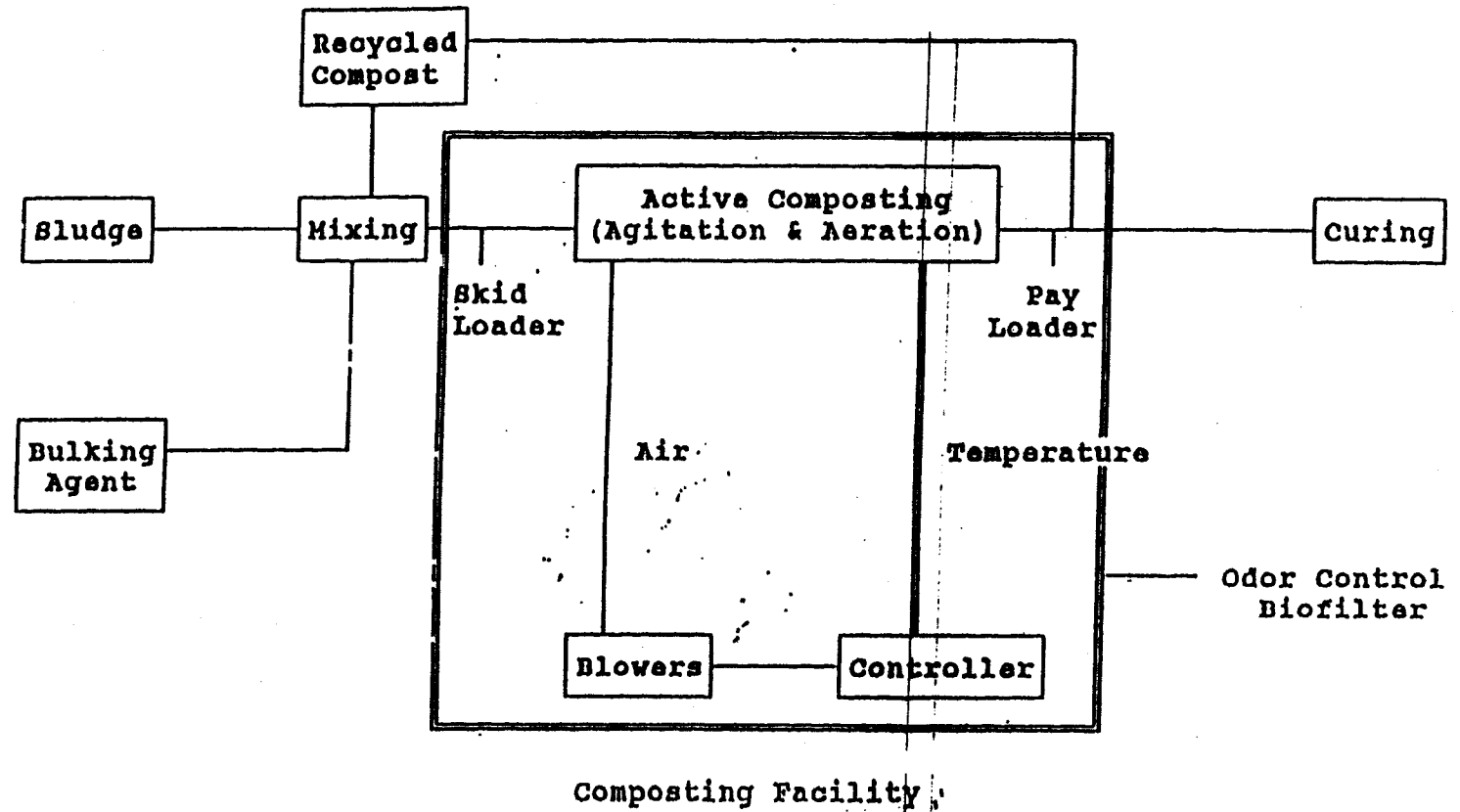
BUILDING PLAN
4 BAY SYSTEM

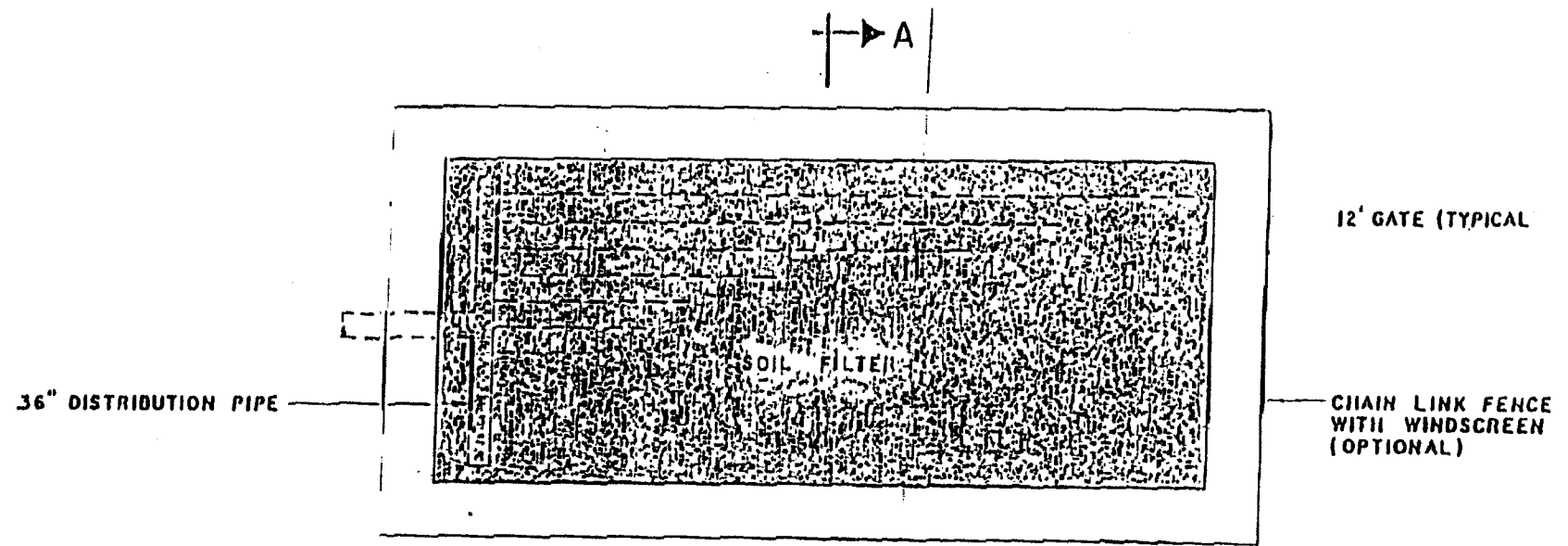
NOTE: Plans and sections sketches are for a typical 4-bay system which is the standard module. The facilities constructed to serve the County will be eight (8) bays or two (2) 4-bay modules.



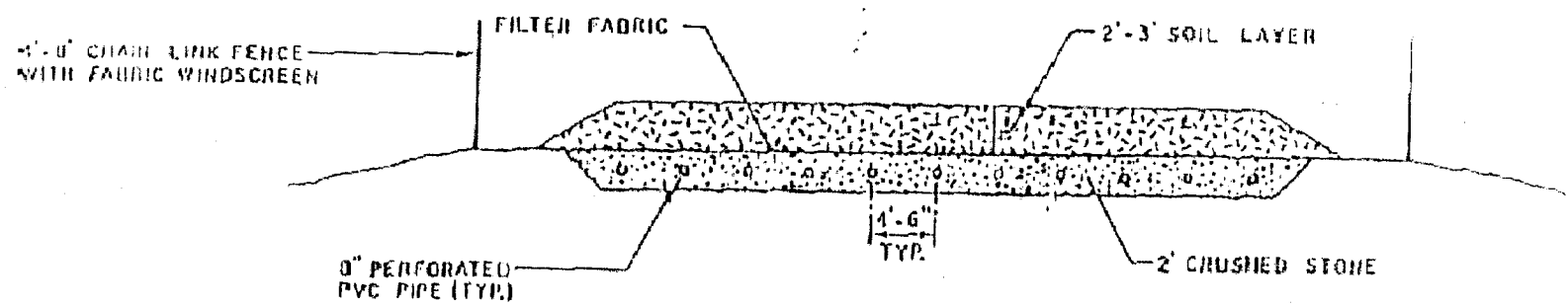
BUILDING SECTION
4 BAY SYSTEM

2. Process Flow Diagram





PLAN



SECTION A-A

SOIL FILTER FOR ODOR CONTROL

EXHIBIT II

CAPACITY PAYMENT CALCULATIONS

The following calculations are provided to show the basis for the monthly fixed capacity payment for sludge disposal from the County. It should be noted that the County's share of these costs is 57% of the total costs. This represents the portion of sewage sludge to yard waste being processed in the compost facility. The Authority will pay the cost of the remaining 43% of the compost facility. The following costs are estimates, the final capacity payment will be based upon the County's share of the actual construction costs including the existing pilot facility.

Fixed Costs Construction (8 Bay Facility)

TWENTY-YEAR ASSETS

Construction, Engineering and Permitting	1,436,000.00	
Site Development & Utilities	333,000.00	
Odor Control Systems	<u>542,000.00</u>	
	<u>\$2,311,000.00</u>	
<hr/>		
Palm Beach County Share (57%)	\$1,317,270.00	
Monthly Estimated Charge (20 yrs. @ 8.08%) ⁽¹⁾		\$ 1,084.00

TEN-YEAR ASSETS

Compost Agitator Equipment	<u>\$ 732,000.00</u>	
Palm Beach County Share (57%)	\$ 417,240.00	
Monthly Estimated Charge (10 yrs. @ 8.08%) ⁽¹⁾		\$ 5,080.00

SEVEN-YEAR ASSETS

Mobile Equipment	<u>\$ 115,000.00</u>	
Palm Beach County Share (57%)	65,550.00	
Monthly Estimated Charge (7 yrs. @ 8.08%) ⁽¹⁾		<u>\$ 1,024.00</u>

Total Monthly Estimated Capacity Payment⁽²⁾ \$ 17,188.00

⁽¹⁾Monthly estimated charges are based upon the County's share of the value of the assets amortized over the useful life of the asset at 8.08% interest which is the Authority's weighted average cost of debt for its tax-exempt bonds.

⁽²⁾At projected tonnage levels of 14,600 delivered to the Authority, this fixed payment amounts to \$14.93 per wet ton.

EXHIBIT II

TIP FEE PAYMENT CALCULATION

The following information pertains to the annual cost of operating and maintaining the compost facility and associated equipment. Costs associated with the marketing of compost materials will not be included in the tip fee payment calculation.

Wages & Fringes

Regular Salaries and Wages	\$ 90,000.00
Regular Overtime	7,142.86
FICA Taxes	7,431.43
Retirement Contributions	14,707.43
Life & Health Insurance	12,314.85
Workers Compensation	10,870.30
Unemployment Compensation	857.14
Accrued Sick & Annual	<u>1,628.57</u>
Total Wages & Fringes	\$144,952.58

Maintenance & Operation Costs

Billing & Weighing Services	\$ 1,428.57
Environmental Monitoring	2,857.14
Contract Maintenance Services	9,428.57
Electricity	18,571.43
Water & Sewer	1,428.57
Insurance	5,142.86
Emergency Equipment Rental	1,428.57
Repair & Maintenance Facilities & Agitator	27,428.57
Repair & Maintenance Mobile Equipment	8,571.43
Repair & Maintenance Miscellaneous	1,428.57
Office Supplies & Computer	928.57
Fuel	<u>9,428.57</u>
Oil & Lube	1,142.86
Tires	1,428.57
Laboratory Equipment	857.14
Safety Equipment	1,142.86
Other Supplies	2,285.71
Uniforms	1,600.00
Odor Control Materials	3,428.57
Training	857.14
Contingency	<u>2,857.14</u>
Total Maintenance and Operation	\$103,671.41

Total Operating Expenses \$248,623.99

Palm Beach County Waste Water Residual

Proportionate Share of Compost Facility

Capacity Equaling 57% \$141,715.67

Tip Fee Payment: \$141,715.67 divided by 14,600 tons equals \$9.71/ton. USE \$10.00/TON

EXHIBIT IV

WASTEWATER RESIDUALS QUANTITY LIMITS

Dry Weight Solids (Average)	Daily (Wet Tons)	Annually (Wet Tons)
12%	49	13,143
13%	50	13,543
14%	51	13,957
15%	53	14,357
16%	54	14,760
17%	56	15,143
18%	57	15,571
19%	59	15,971
20%	60	16,386
21%	61	16,786
22%	63	17,186
23%	64	17,600
24%	66	18,000
25%	67	18,400
26%	69	18,800
27%	71	19,429
28%	74	20,086
29%	77	20,714
30%	80	21,371

**CONSENT TO ASSIGNMENT OF INTER-LOCAL GOVERNMENT
AGREEMENT FOR SLUDGE DISPOSAL SERVICES**

THIS CONSENT is made and entered into this _ _ day of
_ _ , 2007, by and between **PALM BEACH COUNTY**, a political
subdivision of the State of Florida (hereafter "COUNTY"), the **EAST CENTRAL
REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD**,
through its agent, the City of West Palm Beach (hereafter "ECR"), and the
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a special district
created pursuant to Chapter 75-473, Laws of Florida, as amended (hereafter
"Authority").

WITNESSETH:

WHEREAS, the ECR and the COUNTY have entered into a Transfer
Agreement dated _____, 2007 (the "Transfer Agreement"), assigning
the COUNTY's rights and obligations under that certain Inter-local Government
Agreement for Sludge Disposal Services (the "County Sludge Disposal
Agreement") entered into between the COUNTY and the AUTHORITY dated
October 6, 1992 (County Resolution No. 92-1423D), such transfer effective as of
April 1, 2006 (the "Effective Date"); and

WHEREAS, Paragraph 6.2 of the County Sludge Disposal Agreement
requires the consent of the Authority to any transfer of the County Sludge
Disposal Agreement; and

WHEREAS, the COUNTY and ECR desire to obtain the consent of the
Authority to said Transfer Agreement.

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. The AUTHORITY hereby consents to the Transfer Agreement, which consent shall relate back to the Effective Date for all purposes. After the Effective Date the ECR shall be substituted for the COUNTY as the party in interest under the County Sludge Disposal Agreement.

2. The AUTHORITY and the COUNTY acknowledge and agree that the COUNTY shall remain responsible to the AUTHORITY for all COUNTY obligations arising out of or related to the County Sludge Disposal Agreement up through and including the Effective Date. The AUTHORITY and the ECR acknowledge and agree that the ECR shall be responsible to the AUTHORITY for all COUNTY obligations arising out of or related to the County Sludge Disposal Agreement after the Effective Date.

3. Disputes under this Consent may be resolved by the COUNTY's Authorized Representative, the ECR's Authorized Representative and the AUTHORITY's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and any party believes that the issue is of sufficient merit, the parties shall select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that each party shall pay the mediator's fees and costs in equal amounts. The provisions of this

paragraph shall apply only to disputes under this consent, and shall not replace any dispute resolution procedures set forth in the County Sludge Disposal Agreement.

4. This Consent may be amended only by written agreement of the parties. A party requesting amendment of the Consent must propose such amendment in writing to the other parties at least forty-five (45) days prior to the proposed effective date of the amendment.

5. This Consent incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Consent that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representations or agreements, whether oral or written.

6. If any term or provision of this Consent or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the Application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this agreement shall be deemed valid and enforceable to the extent permitted by law.

7. Any notice, request, demand, consent approval or other communication required or permitted by this Consent shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of

the following methods: (i) hand delivery to the other parties; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY: Palm Beach County Water Utilities
Department Director
8100 Forest Hill Boulevard
West Palm Beach, FL 33416

With a copy to: Palm Beach County Attorney
301 N. Olive Ave., Ste. 601
West Palm Beach, FL 33401

ECR: East Central Regional Wastewater
Treatment Facility Operations Board
Attn: Executive Manager
4325 N. Haverhill Road
West Palm Beach, FL 33409
Telephone: (561) 835-7400
Fax: (561) 835-7420

With a copy to: Phillip Gildan, Esq.
Greenberg Traurig, P.A.
777 So. Flagler Drive
Suite 300 East
West Palm Beach, FL 33401
Fax: (561) 838-8867

AUTHORITY: Solid Waste Authority of
Palm Beach County
Attn: Executive Director
7501 North Jog Road
West Palm Beach, FL 33412
Telephone: (561) 640-4000
Fax: (561) 640-3400

With a copy to: Palm Beach County Attorney
301 N. Olive Ave., Ste. 601
West Palm Beach, FL 33401

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

8. The Authorized Representative for the ECR is the City of West Palm Beach Director of Utilities. The Authorized Representative for the COUNTY is the Water Palm Beach County Water Utilities Department Director. The Authorized Representative for the AUTHORITY is the Director of Engineering and Public Works. Each party retains the right to substitute a new or additional Authorized Representative at any time and from time to time by written notice to the other.

9. Should any party to this Consent determine that any other party is in default of any of the terms and conditions of this Agreement, written notice shall be given by said party to all other parties allowing the defaulting party thirty (30) days from the date of receipt of such written notice to cure the defaults. Prior to the initiation of any legal proceedings between the parties, the parties shall comply with any state laws related to resolving disputes between local governments. In the event of default by any party to this Consent, all parties shall have all remedies available under the laws of the State of Florida including but not limited to injunction to prevent default or specific performance to enforce this Consent, subject to state law. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any

rights and remedies provided under the terms of this Consent and authorized by law.

10. This Consent shall be effective when executed by all parties hereto.

11. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Consent.

12. When the required time for performance of an action under this Consent falls on a weekend day or holiday, the time for performance shall be extended to the next calendar day not falling on a weekend or holiday.

13. In the event that the performance of this Consent by any party to this Consent is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, no party hereto shall be liable for such non-performance.

14. The failure of any party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Consent shall not be affected by any previous waiver of course or dealing.

15. Nothing contained in this Consent shall be construed to constitute a transfer of powers in any way whatsoever. The governing bodies for the COUNTY, the ECR and the AUTHORITY shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Consent.

16. The COUNTY, the ECR and the AUTHORITY shall each maintain adequate records pursuant to this Consent for at least the minimum period required by Chapter 119, Florida Statutes, or four (4) years, or final resolution of matters resulting from any litigation or claim, whichever period is longer. All parties to this Consent reserve the right, upon reasonable request and during normal business hours, to have access to such books, records, and documents as required in this section for the purpose of inspection.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

[Signature Page Follows]

ATTEST:

[Signature]
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form
And legal sufficiency

By: [Signature]

Date: 3-28-07

ATTEST:
SHARON R. BOCK

By: _____
Clerk and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
Department Director

ATTEST:
SHARON R. BOCK

By: _____
Clerk and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Counsel to the Authority

**EAST CENTRAL REGIONAL
WASTEWATER TREATMENT
FACILITIES OPERATION BOARD**

By: THE CITY OF WEST PALM BEACH
Its: Agent

By: [Signature]
Lois J. Frankel, Mayor

Dated: 3/29, 2007

**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

BY: _____
Addie L. Greene, Chairperson

Date: _____

**SOLID WASTE AUTHORITY OF PALM
BEACH COUNTY**

BY: _____
Addie L. Greene, Chairperson

Date: _____



**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Attachment 2

Legend

- P.B.C.W.U.D. SA
- Mandatory Reclaimed SA
- - - - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- Wetlands



NOT TO SCALE

