

## City of Oberlin, Ohio

### ORDINANCE No. 11-83 AC CMS

AN ORDINANCE APPROVING AN AGREEMENT WITH BFI SERVICES GROUP, INC. FOR THE TREATMENT AND DISPOSAL OF LEACHATE FROM LORAIN COUNTY LANDFILL No. 1 AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the proposed agreement between the City of Oberlin and BFI Services Group, Inc., for the treatment and disposal of leachate from Lorain County Landfill No. 1, a copy being attached hereto and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

“to replace the agreement which expired on November 20, 2011 as soon as possible with the new agreement”, and shall take effect immediately upon passage.

PASSED: 1<sup>st</sup> Reading – December 19, 2011 (S,E, F)  
2<sup>nd</sup> Reading -  
3<sup>rd</sup> Reading -

ATTEST:



BELINDA B. ANDERSON, CMC  
CLERK OF COUNCIL



KENNETH SLOANE  
PRESIDENT OF COUNCIL

POSTED: 12/20/2011

EFFECTIVE DATE: 12/19/2011

ORIGINAL

12-30-11 P03:57 RCVD

**AGREEMENT**  
**by and between**  
**The City of Oberlin**  
**and**  
**BFI Services Group, Inc.**  
**for the treatment and disposal of leachate**  
**from Lorain County Landfill No. 1**

This Agreement is entered into on this 23<sup>RD</sup> day of DECEMBER, 2011 by and between the City of Oberlin Ohio, an Ohio Municipal Corporation (herein called the "City") 85 South Main St., Oberlin, OH 44074 and BFI Services Group, Inc., (herein called "BFI") 43502 Oberlin-Elyria Rd., Oberlin, OH 44035.

**WITNESSETH:**

**WHEREAS**, the City operates a Wastewater Treatment Plant, known as the Oberlin Water Environment Protection Facility, (herein referred to as "WEPF") which is located adjacent to BFI's Lorain County Landfill No. 1; and

**WHEREAS**, BFI desires to treat and dispose of its leachate and condensate mixture (herein referred to as "leachate") at the City's WEPF, and the City is willing to accommodate BFI pursuant to certain conditions and restrictions relating thereto.

**NOW THEREFORE**, the City and BFI agree as follows:

1. The City agrees to accept for treatment and disposal at the WEPF, leachate discharged by BFI from its Lorain County Landfill No. 1 pursuant to the terms and conditions set forth hereinafter. Although this agreement serves as a Wastewater Discharge Permit from the City, it shall not supersede or conflict with any terms or conditions of any applicable Ohio EPA Indirect Discharge Permit or any Ohio EPA Permit to Install, or any other required Ohio EPA Permit. The City shall co-operate with BFI and to the best of its ability accommodate all of BFI's reasonable requests with regard to BFI's application for any and all necessary permits.
2. BFI agrees to continue to own, operate and maintain, at its sole cost and expense, a direct pipeline and all necessary and required auxiliary devices from Lorain County Landfill No. 1 to the City's sanitary sewer system immediately adjacent to the WEPF, in substantial conformance with the as-built engineering drawings attached hereto as Exhibit A and incorporated herein by reference.
3. The discharge pipeline to the WEPF collection system will be equipped in accordance with Section 2 above including Exhibit A to include the following:
  - a. BFI shall maintain a minimum leachate storage capacity of 40,000 gallons.

- b. BFI shall at all times maintain its equipment in satisfactory working condition including an independent annual test and certification of the flow meter.
4. BFI may begin discharging leachate to the WEPF for a period of five (5) years subject to the terms and conditions contained herein effective upon the date of the last to occur of (i) both parties have signed this Agreement; and (ii) re-issuance of an Indirect Discharge Permit by the Ohio EPA.
  5. BFI agrees to pay to the City of Oberlin a fee of \$0.0175 per gallon of BFI leachate received at the WEPF. WEPF staff will read the flow meter once per month. Billing data will be reported to the City of Oberlin Finance Department. Monthly bills will be sent to BFI. Payment will be due by the due date set forth in the bill, normally the 20th of each month, but in no event earlier than the 14<sup>th</sup> calendar day after BFI's receipt of the respective bill.
  6. Subject to Sections 7 and 9 below, the WEPF may only refuse leachate discharges from the Lorain County Landfill I during periods when the WEPF is experiencing mechanical, operational, and/or hydraulic problems; during periods of injunction or court or administrative order which suspends its right to accept loads and discharges as permitted by this Agreement; or during a labor stoppage or slow down. In the event of any of the foregoing, the determination as to when leachate will not be accepted shall be at the sole determination of the City. The City shall attempt to provide at least four (4) hours advance notification to BFI at all times during which leachate will not be accepted or the flow of leachate will be reduced. The notification protocol and contact list is attached hereto as Exhibit B.
  7. BFI understands and agrees that the WEPF can receive leachate of only certain characteristics at its plant. BFI understands and agrees that the following parameters are current parameters only, effective as of the date of this agreement. These parameters may be subject to future modification by the OEPA. Any mandated change in parameter by the OEPA shall be immediately incorporated into this Agreement. The City will immediately notify BFI of any newly proposed limits, the intended implementation date and the actual promulgation date.

BFI agrees to discharge leachate which shall not exceed the following characteristics:

<u>Parameter</u>	<u>Limit</u>
pH	6.5 to 9.0 S.U.
Arsenic	Less than 0.05 mg/l
Cadmium	Less than 0.01 mg/l
Chromium (total)	Less than 0.50 mg/l
Chromium (hexavalent)	Less than 0.01 mg/l
Copper	Less than 0.50 mg/l
Cyanide (total)	Less than 0.0052 mg/l
Cyanide (free)	Less than 0.01 mg/l
Lead	Less than 0.02 mg/l
Mercury	Less than 0.2 ug/l
Nickel	Less than 0.5 mg/l

Oil and Grease	Less than 100.0 mg/l
Selenium	Less than 0.01 mg/l
Silver	Less than 0.03 mg/l
Zinc	Less than 1.0 mg/l
Solids (total dissolved)	Less than 4,000.0 mg/l
COD	Less than 1,000 mg/l

The WEPF reserves the right to refuse treatment of any leachate, if, in the opinion of the WEPF Superintendent, the characteristics of the leachate are not in compliance with the afore-mentioned criteria, determined as follows: If a leachate sample has a concentration of a given parameter which exceeds the limits on a given sampling event, a confirmation resample will be collected and analyzed within ten (10) calendar days. If the parameter exceeds the concentration limit in the resample, the City may refuse to accept the leachate until such time as BFI's leachate complies with the parameter limit that is in non-compliance. In order to comply, BFI may, at its sole expense, make modifications to its leachate collection system including without limitation the construction of an OEPA approved pre-treatment system.

If one or more of the parameter limits listed in this paragraph 7 results in non-compliance with the City's NPDES permit at the WEPF's discharge point as demonstrated by the most recent sampling data and after consultation with BFI, maximum discharge limit(s) will be established. BFI leachate may be limited or not accepted by the WEPF until analytical results of BFI's leachate are shown to be not greater than the maximum discharge limit(s).

8. BFI shall sample and analyze for the following parameters contained in this paragraph 8, at its own expense and as scheduled in this paragraph 8. Samples shall be submitted directly to an approved National Environmental Laboratory Accreditation Program ("NELAP") third party laboratory capable of measuring concentrations at or below the limits established in paragraph 7 above. The certified laboratory shall return all test results in duplicate to BFI and to the WEPF Superintendent. The City and BFI may review and, by mutual agreement, modify the sampling schedule after the first year of operations under this Agreement.

<u>Parameter</u>	<u>Schedule</u>	<u>Methodology</u>
PH	1/month	grab
Mercury	1/month	grab
Cyanide (total and free)	1/month	grab
Alkalinity	1/month	grab
Cadmium(Total)	1/month	composite
CBOD <sub>5</sub>	1/month	composite
COD	1/month	composite
Ammonia	1/month	composite
TSS	1/month	composite
TDS	1/month	composite

T. Phosphorus	1/month	composite
Zinc	1/month	composite
Nickel	1/month	composite
Chromium	1/month	composite

Composite and grab samples shall be collected directly from the monitoring port to be located along the discharge line upstream of the City system on BFI property.

The City reserves the right to request split samples of leachate. The City will, at its sole discretion, submit said split sample to an NELAP third party lab of its own choosing for analysis capable of measuring concentrations at or below the limits established in paragraph 7 above. Split sample testing shall be at the City's sole expense.

If the City decides to collect its own sample of leachate, it must provide reasonable notice of such to BFI and offer BFI the right to request a split sample.

9. BFI understands and agrees that the discharge of any leachate that exceeds the established limits for the parameters listed in this paragraph 9 will result in a mandatory surcharge per parameter exceeded in accordance with Section 915.05 of the City's Codified Ordinances. The current surcharges are as follows:

<u>Parameter</u>	<u>Limit</u>	<u>Surcharge</u>
Ammonia, Nitrogen	More than 30 mg/l	\$ 1.522/pound in excess
CBOD 5	More than 500 mg/l	\$ 0.3862/pound in excess
Total Phosphorus (P)	More than 10 mg/l	\$ 1.522/pound in excess
Total Suspended Solids	More than 250 mg/l	\$ 0.057/pound in excess

WEPF staff will review monthly test results (see paragraph 8 hereinbefore). If any of the parameters listed in this paragraph 9 are exceeded in the monthly composite sample, it shall be conclusively presumed that the parameter(s) in excess has been in excess since the date of the last test demonstrating compliance with said parameter(s). Surcharges shall be applicable from the date of the last test demonstrating compliance until such time as re-test verifies compliance with the applicable limits. BFI may arrange for the approved third-party lab to test more frequently than scheduled for certain parameters so as to demonstrate whether surcharges should continue and possibly avoid continuation of a surcharge. The WEPF staff will provide billing data as may be required to the City's Finance Department to establish the amount of the additional charge. Surcharges shall be applied to the monthly invoice.

If one or more of the parameter limits listed in this paragraph 9 results in non-compliance with the City's NPDES permit at the WEPF's discharge point as demonstrated by the most recent sampling data and after consultation with BFI, maximum discharge limit(s) will be established. BFI leachate may be limited or not accepted by the WEPF until analytical results of BFI's leachate are shown to be not greater than the maximum discharge limit(s).

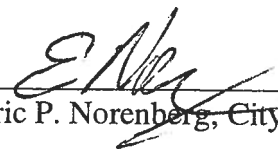
10. BFI shall indemnify and save the City harmless from all claims, actions, damages, liability and expenses in connection with any injury, death or property damage to persons

or entities or damage to the facility caused by BFI's negligence which occurs during the monitoring, transferring and/or processing of leachate and arising out of this agreement.

11. This agreement shall be governed by the laws of the State of Ohio. All litigation regarding this agreement shall take place in a court of competent jurisdiction in Lorain County, Ohio, an applicable Federal Court located in Northern Ohio or other court that may have exclusive jurisdiction.
12. This agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other, or it may be terminated immediately by the City if ordered by the Ohio Environmental Protection Agency or United States Environmental Protection Agency.
13. BFI shall notify the City of any material change in ownership, structure, control or operation if such change may effect the terms and conditions of this agreement.
14. This agreement may only be amended in writing, which amendment shall be first approved by Oberlin City Council.
15. The parties have executed two (2) copies of this agreement, each of which shall be considered an original.

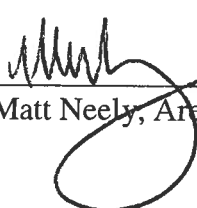
WHEREFORE, the parties have hereunto set their hands to this agreement on this 23<sup>rd</sup> day of December, 2011 at Oberlin, Ohio.

City Manager, City of Oberlin


BY   
Eric P. Norenberg, City Manager

Date: 12/23/11

BFI Services Group, Inc.

BY   
Matt Neely, Area President

Date: December 7, 2011

Approved as to form:   
Eric R. Severs, Law Director

**EXHIBIT B**  
**Notification Protocol and Contact List**

Notification Protocol

In accordance with the provisions of this agreement, if, at any time, the City determines that it must reduce or suspend the flow of leachate from BFI to the WEPF, then the City shall make every effort to contact BFI within four (4) hours. BFI representatives shall be contacted in the order in which they appear on the subsequent list. Contact will be made by e-mail and will also be made by phone, fax, and/or pager as may be determined by the parties to be most effective. At such time that the flow of leachate may be resumed, the City shall likewise contact BFI as established above. If such notice is to be provided after normal business hours, the City shall contact BFI by cellular phone.

For purposes of the administration of this Agreement, the City's primary contact shall be the Public Works Director. For purposes of implementation of this Agreement, the City's primary contact shall be the WEPF Superintendent.

CITY OF OBERLIN

Jeff Baumann, Public Works Director	440-775-7204 <a href="mailto:jbaumann@cityofoberlin.com">jbaumann@cityofoberlin.com</a> 440-396-4437
Steve Hoffert, WEPF Superintendent	440-775-7280 <a href="mailto:shoffert@cityofoberlin.com">shoffert@cityofoberlin.com</a> 440-610-8012
Ryan Hill, WEPF Lead Operator	440-775-7282 <a href="mailto:rhill@cityofoberlin.com">rhill@cityofoberlin.com</a> 440-213-9046

BFI

Chris Jaquet, Area Manager	440-774-4064 <a href="mailto:cjaquet@republicservices.com">cjaquet@republicservices.com</a> 734-652-2737
Rick Kostelnick, Division Manager	440-774-4060 <a href="mailto:rkostelnick@republicservices.com">rkostelnick@republicservices.com</a>
Richard Heier, Environmental Technician	440-774-4060 <a href="mailto:rheier@republicservices.com">rheier@republicservices.com</a>
Jim Peeples, Brown & Caldwell	614-410-6144 <a href="mailto:jpeeples@brwncald.com">jpeeples@brwncald.com</a>