

AMENDMENT NUMBER THREE TO THE LANDFILL OPERATIONS SERVICE AGREEMENT

THIS AMENDMENT NUMBER THREE TO THE LANDFILL OPERATIONS SERVICE AGREEMENT (this “Amendment”) is made and entered into as of [April 24 _____], 2024, by and between Advanced Disposal Services Solid Waste Southeast, Inc. (“Contractor”) and Pinellas County, Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the “County”). Contractor and the County are referred to herein, individually, as a “Party” and, collectively, as the “Parties.” Capitalized terms used in this Amendment but not defined herein shall have the meaning assigned to such terms in the Service Agreement (as defined below).

RECITALS

WHEREAS, a Landfill Operations Service Agreement (the “Service Agreement”) for the Pinellas County Solid Waste awarded by the County to the Contractor on June 19, 2018 (Contract NO. 167-0517-P (SS)), which has since been amended twice.

WHEREAS, PCSW staff proposes to relieve traffic congestion going to WTE Facility by providing a Tip Trailer Transfer Area on the PCSW Disposal Complex for tip trailers customers to dump their loads.

WHEREAS, the Contractor has agreed to construct and operate the Tip Trailer Transfer Area in exchange for compensation at an initial rate of \$57.00 for each ton of waste collected and hauled therefrom, which the County is agreeable to.

WHEREAS, the Contractor will be responsible for the maintenance and care of their equipment used for this operation as well as the Tip Trailer Transfer Area.

WHEREAS, the Contractor agrees to operate the Tip Trailer Transfer area consistent with existing landfill permit requirements and limitations.

WHEREAS, the Scope of Services (Section E) of the Service Agreement is to be amended to provide these additional services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Definitions:

Pinellas County Solid Waste (PCSW): means the operating department of the County responsible for the processing and disposal of municipal solid waste generated within the County and received at the PCSW Disposal Complex.

PCSW Disposal Complex: means the area within the County Parcel ID # 14-30-16-00000-200-0000 (see County Property Appraiser Website for full legal description).

Service Agreement: – The existing agreement between the County and Advanced Disposal Services Solid Waste Southeast, Inc. 167-0517-P (SS) executed on June 19, 2018.

Site Area: - Area depicted on Attachment A of this amendment measuring approximately 250' north to south and 350 west to east.

Tip Trailer Transfer Area: – means the County-designated area within the PCSW Disposal Complex where small tip trailers will be routed from the PCSW Disposal Complex Scalehouse to dump their waste. The waste will then be loaded into Contractor-provided containers and transferred to the WTE Facility by the Contractor for processing.

Waste to Energy (WTE) Facility: means the facility located within the PCSW Disposal Complex for the processing of municipal solid waste and other special wastes, including tires, through combustion and the generation of electricity.

2. Services

- A. The Contractor will operate the Tip Trailer Transfer Area, including collecting waste thereon from customers and transporting waste therefrom to the WTE Facility. Except as otherwise provided in this (Third) Amendment, such operation must be consistent with the Service Agreement and first and second amendments thereto. Such operation must also be consistent with any permits imposed by regulatory agencies involving the PCSW Disposal Complex.
- B. The Tip Trailer Transfer Area will be located approximately around the southern portion of the west side of Cell 2 of the PCSW Disposal Complex, as shown on Figure 1 attached hereto.
- C. The County will be responsible for moving all County-owned equipment and materials from the Tip Trailer Transfer Area prior to its construction. The County will provide a minimum of 175 interlocking concrete bin blocks to be used to construct the necessary push wall and tip bays.
- D. The Contractor will be responsible for grading the site area to prepare for construction of the Tip Trailer Transfer Area. Grading will consist of pushing excess dirt, existing base material, and minor vegetation to the east portion of the Tip Trailer Transfer Area to be used as a berm to support the push wall. Grading will be accomplished to route the Tip Trailer Transfer Area stormwater runoff to the existing ditch swale on the south side of the Tip Trailer Transfer Area as generally depicted on Figure 1. The existing ditch swale will be cleaned of vegetation as part of construction and made large enough to accommodate the expected stormwater runoff.
- E. Base material used to construct the surface of the Tip Trailer Transfer Area shall be processed <3/8" ash generated from the WTE Facility and compacted. Grading of the operating surface shall provide surface water runoff to the south. Like operations thereof, the Tip Trailer Transfer Area construction must be consistent with any permits imposed by regulatory agencies involving the PCSW Disposal Complex.
- F. The Contractor will provide at least four (4) clearly marked and delineated lanes for customer unloading in the Tip Trailer Transfer Area. The Contractor will construct sufficient tip bays to appropriately accommodate vehicle volume.

- G. The Contractor will haul waste received at the Tip Trailer Transfer Area during each operating day to the WTE Facility by the end of that operating day. The Contractor will not store any waste at the Tip Trailer Transfer Area overnight.
- H. The Contractor will provide spotter services as defined in the Service Agreement at the Tip Trailer Transfer Area.
- I. The Contractor will provide Maintenance of Traffic (MOT) at the Tip Trailer Transfer Area for customer ingress and egress.
- J. The Contractor will weigh each load of waste hauled from the Tip Trailer Transfer Area using scales at the PCSW Disposal Complex.
- K. The Contractor will coordinate Tip Trailer Transfer Area hauler operation with the WTE Facility Operator (i.e., Covanta or another third party contractor) and keep PCSW Staff apprised of such communications. Likewise, any communications received by PCSW Staff from the WTE Facility Operator regarding Tip Trailer Transfer Area operation will be communicated by PCSW Staff to the Contractor.
- L. The Contractor will report to PCSW Staff any conditions that appear to impede Tip Trailer Transfer Area operation.
- M. The Contractor will provide and maintain all equipment needed to operate the Tip Trailer Transfer Area, including but not limited to equipment required to collect and transport waste.
- N. The Contractor will operate the Tip Trailer Transfer Area between 6am to 6pm Monday through Friday except County-recognized holidays. PCSW Staff may modify these days/hours for any reason at any time by providing reasonable written notice to Contractor.
- O. Upon receiving notice from PCSW Staff, the Contractor must temporarily cease operations of the Tip Trailer Transfer Area (e.g., during periods of waste diversion from the WTE Facility due to high pit levels.) PCSW Staff will notify the Contractor when operations may resume.
- P. Upon full execution of this (Amendment) the Contractor will promptly update its current Emergency Response Plan (ERP) to include Tip Trailer Transfer Area operation and submit to PCSW Staff for review. The ERP must address the appropriate storage and protection of operating equipment and post-event assessment. The ERP must also address the resumption of operations as soon as practical. The ERP must also address contingency plans in case certain equipment, such as the transfer vehicle(s) or other equipment, is unavailable following the event. The ERP to provide that damage and other condition assessments will be reported to PCSW Staff.
- Q. The initial rate owed by the County to the Contractor for each ton loaded at the Tip Trailer Transfer Area and hauled to the WTE Facility will be \$57.00. Invoicing, payment, and rate increases will be consistent with the Service Agreement.
- R. The additional service will increase the contract price in the amount of \$9,800,000.00, for a revised total not to exceed amount of \$138,574,000.00.
- S. The County guarantees that at least 25,000 tons of waste per year will be dumped at the Tip Trailer Transfer Area.
- T. The Contractor will construct the Tip Trailer Transfer Area consistent the Operating Permit.

- U. The Contractor will provide dust suppression to the Tip Trailer Transfer Area throughout operating hours, as needed or otherwise requested by PCSW Staff.

3. Miscellaneous.

Except as otherwise provided in this (Third) Amendment, the Service Agreement, and first and second amendments thereto, remains in full force and effect. This Amendment is effective upon execution by both Parties. The County may direct the Contractor to permanently cease operations of the Tip Transfer Area at any time upon 180 days' notice, and upon receipt of such notice, the Contractor will cease operating the Tip Transfer Area and the County will owe the Contractor no further compensation under this Amendment; in such instance, the County may, at its option, direct Contractor to remove the Tip Trailer Area from the PCSW Disposal Complex, and the costs of removal shall be borne by the County.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed in its name by a duly-authorized person and has caused its seal to be affixed to this Amendment.

**ATTEST:
CLERK**

**PINELLAS COUNTY, FLORIDA, by and through
its Board of County Commissioners**

By: *Ken Burke*

Name:

Title:



ATTEST: KEN BURKE, CLERK

By: *Ken Burke*

By: _____

Name:

Title:

Approved as to Form:

OFFICE OF THE COUNTY ATTORNEY

By: *Brendan Mackesey*

Name: Brendan Mackesey

Title: Assistant County Attorney

ATTEST:

[Seal]

ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.

By: *David M. Myhan*
Name: David M. Myhan
Title: President

Coleen Houston
Witness

[Signature]
Witness

Figure 1 – Site Location and Proposed Site Layout and Drainage

