

RESOLUTION NO. 23-____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA APPROVING A SECOND AMENDMENT TO THAT JOINDER TO INTERLOCAL AGREEMENT WHICH JOINDER AUTHORIZED THE ISSUANCE OF BONDS BY THE FLORIDA DEVELOPMENT FINANCE CORPORATION FOR PURPOSES OF FINANCING CERTAIN PROJECTS, A PORTION OF WHICH ARE TO BE LOCATED IN PINELLAS COUNTY, FLORIDA; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Pinellas County, Florida (the “Board”), executed that certain Joinder to Interlocal Agreement dated September 23, 1997 (the “Original Joinder”), as subsequently amended by that certain First Amendment to Joinder to Interlocal Agreement dated March 9, 2021 (the “First Amendment” and together with the Original Joinder, collectively, the “Joinder”), thereby joining and agreeing to be bound by the terms and provisions of that certain Interlocal Agreement between Orange County, Florida and Florida Development Finance Corporation (“FDFC”) dated as of April 12, 1994 (the “Orange Interlocal,” and together with the “Joinder,” collectively the “Interlocal Agreement”), which is attached hereto as Exhibit A; and

WHEREAS, the Joinder provides that the authority of FDFC to issue bonds for projects located within Pinellas County, Florida (the “County”) shall be limited to bonds issued in an amount not to exceed \$1,200,000, and further that the Board reserves the right to approve the issuance of bonds by FDFC for projects that are located in the County; and

WHEREAS, Waste Pro USA, Inc., on behalf of itself and one or more of its affiliates (collectively, the “Borrower”) has requested the issuance of FDFC’s Solid Waste Disposal

Revenue Bonds (Waste Pro USA, Inc. Project), Series 2023 (the “Bonds”), to provide financing for the acquisition, construction and equipping of solid waste disposal facilities located throughout the State of Florida and used in connection with the disposal, conversion, or reclamation of solid waste, in an aggregate principal amount not to exceed \$210,000,000 (collectively, the “Project”); and

WHEREAS, the Project will be financed as part of an ongoing plan of financing for eligible capital projects to be used as solid waste facilities including, but not limited to, the Borrower’s facilities located in Pinellas County, Florida at 5170 126th Avenue N, Clearwater, Florida 33760 (the “Pinellas County Facilities”); and

WHEREAS, the Borrower anticipates that a portion of the Bond proceeds in an aggregate principal amount not to exceed \$5,100,000 will be utilized to finance or refinance improvements to the Pinellas County Facilities which improvements include, but are not limited to, the purchase of new collection vehicles and/or repairs to existing collection vehicles, solid waste collection containers and compactors, and other related machinery, equipment, and property used for the collection, storage, treatment, utilization, processing, or final disposal of solid waste (the “Pinellas County Project”); and

WHEREAS, as a result of the Borrower’s request, and in light of the economic opportunities that the Pinellas County Project has and will provide to Pinellas County, it is deemed to be in the best interest of Pinellas County that the \$1,200,000 limitation in the Joinder be amended and that FDFC be permitted to issue the Bonds in order to finance the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA:

Section 1. Approval and Authorization of Execution of the First Amendment to Joinder. The Board hereby approves the Second Amendment to Joinder to Interlocal Agreement in substantially the form attached hereto as Exhibit B.

Section 2. Approval of Bonds. Solely for the purposes of the Joinder as amended herein, the Board hereby approves the issuance of the proposed Bonds by FDFC and the use of a portion of the proceeds in an aggregate principal amount not to exceed \$5,100,000 for the purposes of financing the Pinellas County Project. In addition, FDFC may issue additional bonds in the future for the purpose of refinancing the Bonds, at such time as FDFC may determine in its discretion, throughout the period the Bonds remain outstanding.

Section 3. Limitation. The Bonds approved hereunder and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Pinellas County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenue pledged therefor pursuant to a loan agreement and/or other financing agreement entered into by FDFC prior to or contemporaneously with the issuance of the Bonds. The approval given herein is solely for the purposes of the Joinder as amended herein, and shall not be construed as an approval of any zoning application or any regulatory permit required in connection with such Project nor creating any vested rights with respect to any land use regulations, and this Board shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any authority or responsibilities it may have in that regard. Additionally, the approval granted herein shall not be construed as approval by the Board of the financial feasibility of the Project or of any financial matters with respect to the Project, the Borrower or the Bonds.

Section 4. Repealing Clause. All restrictions or resolutions or portions thereof in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.

Section 5. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 2023.

BOARD OF COUNTY COMMISSIONERS
OF PINELLAS COUNTY, FLORIDA

[OFFICIAL SEAL]

Its: Chairman

ATTEST:

Its: Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM
By: Donald S. Crowell
Office of the County Attorney

EXHIBIT A

JOINDER TO INTERLOCAL AGREEMENT

JOINDER TO INTERLOCAL AGREEMENT

WHEREAS, Orange County, Florida, and the Florida Development Finance Corporation have heretofore entered into that certain Interlocal Agreement, dated as of April 12, 1994 (the "Interlocal Agreement"), providing for the activation of the Florida Development Finance Corporation (the "FDFC"), pursuant to the provisions of the Florida Development Finance Corporation Act of 1993, Chapter 98-187, Laws of Florida (the "Act"); and

WHEREAS, the Act and the Interlocal Agreement provide that any other public agency (as defined in the Act) may enter into an Interlocal Agreement in order to permit the FDFC to function within the corporate limits of such public agency; and

WHEREAS, Pinellas County, a public agency as defined in the Act, desires that the FDFC function within the jurisdictional limits of Pinellas County;

NOW, THEREFORE, Pinellas County hereby joins in the Interlocal Agreement and agrees to be bound by all the terms and provisions thereof; provided, however, that the authority of FDFC to issue bonds for projects located in Pinellas County shall be limited to bonds issued in an amount not to exceed \$1,200,000.00 and provided further that Pinellas County reserves the right to approve or reject the issuance of any bonds issued by FDFC in Pinellas County. Pinellas County further agrees to file an executed copy of this joinder, together with a copy of the Interlocal Agreement, with the Clerk of the Circuit Court of Pinellas County.

IN WITNESS WHEREOF, Pinellas County has caused this Joinder to Interlocal Agreement to be executed for the uses and purposes therein expressed on this 23rd day

of September, 1997.

ATTEST:
KARLEEN F. DeBLAKER, CLERK

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

By: Deloris R. Barnes
Deputy Clerk

By: Robert B. Stewart
Chairman

[seal]

APPROVED AS TO FORM:

[Signature]
Office of the County Attorney

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Robert B. Stewart
Deloris R. Barnes, Chairman, Pinellas County Board of County
Commissioners, to me personally known, and acknowledged before me that he/she is the
person who signed the above and foregoing Joinder to Interlocal Agreement for the uses
and purposes therein contained.

WITNESS my hand and seal of my office, at Clearwater, Pinellas County,
Florida, this 29th day of September, 1997.



Peter A. Makrianes, Jr.
MY COMMISSION # CC573996 EXPIRES
July 31, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]
Notary Public

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HOLDOVER FOR
BOARD RECORDS

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INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, dated for convenience as of April 12, 1994 (the "Agreement"), is among ORANGE COUNTY, FLORIDA ("Orange County"), each of the other public agencies which may hereafter become a party to this Agreement pursuant to the provisions of Section 3 hereof (individually, a "Participating Public Agency" and, collectively, "Participating Public Agencies"), and the FLORIDA DEVELOPMENT FINANCE CORPORATION, a public body corporate and politic organized under the laws of Florida (the "Corporation").

WHEREAS, pursuant to Chapter 93-187, Laws of Florida (1993), the Legislature of the State of Florida adopted the Florida Development Finance Corporation Act of 1993 (such Act, as may from time to time be amended, is herein referred to as the "Act"); and

WHEREAS, in order to efficiently and effectively achieve the purposes of the Act, the Legislature determined that it was necessary and in the public interest to create a special development finance authority to cooperate and act in conjunction with public agencies of this state and local governments of this state, through interlocal agreements pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (the "Interlocal Act"), in the promotion and advancement of projects related to economic development throughout the state; and

WHEREAS, pursuant to the Act there was created a public body corporate and politic known as the "Florida Development Finance Corporation" with the power to function for any purposes of the Act within the corporate limits of any public agency with which it has entered into an interlocal agreement; and

WHEREAS, the Act provides that a city or county of Florida shall be selected by a search committee of the Enterprise Florida Capital Partnership Board, which city or county shall be authorized to activate the corporation; and

WHEREAS, Orange County has been selected by the Enterprise Florida Capital Partnership Board as the appropriate county to activate the corporation and Orange County has agreed to enter into this Interlocal Agreement pursuant to the Interlocal Act for the purpose of activating the Corporation.

NOW, THEREFORE, Orange County and the Corporation have agreed to enter into this Interlocal Agreement pursuant to the following terms:

Section 1. Activation of Corporation.

Orange County hereby confirms that it has activated the Corporation pursuant to the Act by resolution adopted by the Board of County Commissioners of Orange County on April 12, 1994 for purposes of authorizing the Corporation to function within the corporate limits of Orange County for any of the purposes of the Act.

Section 2. Authorization to Act.

Orange County and each Participating Public Agency which hereafter joins in this Interlocal Agreement by its execution of a joinder hereto as provided in Section 3 hereof hereby agrees that the Corporation shall have full right, power and authority to exercise any and all

Orange Co FL 4951764
07/27/94 02:49:26
4774
OR BK PG 682

PINELLAS COUNTY FLA.
OFF. REC. BK 9868 PG 682

This Instrument Was Prepared By:
JAMES E. MORGAN, Esq.
Shed Factor & Davis

HOLDOVER FOR
BOARD RECORDS

powers set forth in the Act and under the Interlocal Act (to the extent that the exercise of such powers is consistent with the purposes of the Act) for the Corporation within their respective corporate limits.

Section 3. Joinder by Additional Participating Public Agencies.

Any other public agency may join in this Agreement at any time hereafter by execution of an addendum to this Agreement in the form of Exhibit A attached hereto. Neither Orange County nor any other Participating Public Agency shall be required to consent to or authorize the joinder of any other Participating Public Agency in this Agreement and any such joinder by any other Participating Public Agency shall be deemed to be effective upon the later of the filing of a copy of this Agreement and the joinder with the Clerk of the Circuit Court of the County in the State of Florida within which each such Participating Public Agency is located and the delivery of a copy of the executed joinder to the office of the Corporation in Orlando, Florida. A Participating Public Agency shall have the right to terminate its status as a Participating Public Agency by written notice delivered to the office of the Corporation in Orlando; provided, that no such termination shall be effective until all bonds or other indebtedness of the Corporation authorized by the Participating Public Agency to be issued by the Corporation pursuant to the Act shall have been fully repaid or redeemed (or provision made for such full repayment or redemption) by the Corporation.

Section 4. Corporate Existence.

The Corporation shall have perpetual succession as a body corporate and politic of the State of Florida in accordance with the Act. This Agreement shall continue in full force and effect for so long as the Corporation shall remain in existence.

Section 5. Costs of the Corporation.

Neither Orange County nor any other Participating Public Agency shall be liable or responsible for any of the indebtedness, liabilities, costs or expenses of the Corporation, which indebtedness, liabilities, costs and expenses shall be funded solely by the Corporation as permitted pursuant to the Act. Bonds, notes, or other indebtedness issued or insured by FDFC shall not constitute a debt, liability or obligation of Orange County, Florida, or the State of Florida or any political subdivision thereof or any other Participating Public Agency or a pledge of the faith and credit or any taxing power of Orange County or the State of Florida or any political subdivision thereof or any other Participating Public Agency, but shall be limited obligations of the FDFC payable solely from and secured by a pledge of payments made by the FDFC and other funds provided therefor. Neither Orange County nor any other Participating Public Agency shall be entitled to receive any fees or other payments from the Corporation in connection with its execution or joinder in this Agreement or with respect to the operation or exercise of the powers of the Corporation.

The Corporation shall be responsible for the administration of its own affairs pursuant to this Agreement and the Act and shall not be hereafter required to obtain any approval, consent or authorization in any respect from Orange County or any other Participating Public Agency except as may otherwise be expressly provided by the Act or any other provision of applicable law.

PINELLAS COUNTY FLA.
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Section 7. Effective Date of Agreement.

This Interlocal Agreement shall be effective upon the filing hereof with the Comptroller of Orange County, Florida, and the Clerk of the Circuit Court of Orange County, Florida, as required by the Interlocal Act.

Section 8. Definitions.

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the same meanings when used herein as in the Act.

Section 9. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives and their respective seals affixed as of the date set forth next to their respective signatures below.

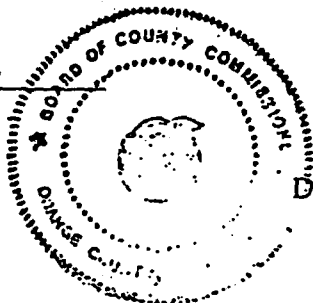
ORANGE COUNTY, FLORIDA

Attest: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: Tom Staley
for the County Chairman

[Signature]
Clerk

(SEAL)



Date: 7/14/94

FLORIDA DEVELOPMENT FINANCE
CORPORATION

By: Thomas D. Stewart
Chairman

Attest:

John A. Mitchell III
Secretary

(SEAL)

Date: May 26, 1994

OR Bk 4774 Pg 973
Orange Co FL 4951764

PINELLAS COUNTY FLA.
OFF. REC. BK 9868 PG 686

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Tom Staley, as Vice-chairman of ORANGE COUNTY, FLORIDA, who executed the foregoing instrument on behalf of said county and acknowledged to and before me that (s)he did so voluntarily and for the purposes set forth herein, and who produced (personally known) as identification and who did take an oath.

WITNESS my hand and official seal in the State and County last aforesaid this 14th day of July, 1994

Trisha M. Grennell

Notary Public

State of Florida

Name: Trisha M. Grennell

Commission No. CC316626

(Seal)



TRISHA M. GRENELL
MY COMMISSION # CC316626 EXPIRES
September 18, 1997
BONDED THRU TROY FARM INSURANCE, INC.

My commission expires:

September 16, 1997

EXHIBIT B

SECOND AMENDMENT TO JOINDER TO INTERLOCAL AGREEMENT

SECOND AMENDMENT TO
JOINDER TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT TO JOINDER TO INTERLOCAL AGREEMENT is being entered into as of this ___ day of _____, 2023 by and between **FLORIDA DEVELOPMENT FINANCE CORPORATION**, a public body corporate and politic created by the Florida Development Finance Corporation Act, Chapter 288, Part X, Florida Statutes (“FDFC”) and **PINELLAS COUNTY, FLORIDA** (the “County”).

WHEREAS, the Board of County Commissioners of Pinellas County, Florida (the “Board”) joined in that certain Interlocal Agreement, dated as of April 12, 1994 between FDFC and Orange County, Florida and agreed to be bound by all the terms and provisions thereof by that certain Joinder to Interlocal Agreement, dated September 23, 1997 (the “Original Joinder”), as subsequently amended by that certain First Amendment to Joinder to Interlocal Agreement, dated March 9, 2021 (the “First Amendment” and together with the Original Joinder, collectively, the “Joinder”); and

WHEREAS, the Joinder expressly limits the FDFC to issue bonds for projects located within Pinellas County at a total amount of \$1,200,000 per project; and

WHEREAS, Waste Pro USA, Inc., on behalf of itself and one or more of its affiliates (collectively, the “Borrower”) has requested the issuance of FDFC’s Solid Waste Disposal Revenue Bonds (the “Bonds”) in an aggregate principal amount not to exceed \$210,000,000 for the purpose of financing the acquisition, construction and equipping of solid waste disposal facilities located throughout the State of Florida and used in connection with the disposal conversion, or reclamation of solid waste (the “Project”); and

WHEREAS, the Project will be financed as part of an ongoing plan of financing for eligible capital projects to be used as solid waste facilities including, but not limited to, the Borrower’s facilities located in Pinellas County, Florida at 5170 126th Avenue N, Clearwater, Florida 33760 (the “Pinellas County Facilities”); and

WHEREAS, the Borrower anticipates that a portion of the Bond proceeds in an aggregate amount not to exceed \$5,100,000 will be utilized to finance or refinance improvements to the

Pinellas County Facilities which improvements include, but are not limited to, the purchase of new collection vehicles and/or repairs to existing collection vehicles, solid waste collection containers and compactors, and other related machinery, equipment, and property used for the collection, storage, treatment, utilization, processing, or final disposal of solid waste (the “Pinellas County Project”); and

WHEREAS, as a result of the anticipated costs associated with the Pinellas County Project, FDFC has requested that the \$1,200,000 limitation in the Joinder be amended; and

WHEREAS, FDFC has requested that the Board approve the issuance of the Bonds so that the Bonds may be issued in compliance with the provisions of the Joinder; and

WHEREAS, based on the foregoing, the Board has determined it to be in the best interests of its citizens and residents that the Joinder be amended as set forth in Section 1 below.

NOW THEREFORE, based on the foregoing and for other good and valuable consideration, the parties do hereby agree as follows:

Section 1. Amendment to the Joinder. The Joinder is hereby amended to add the following sentence to the fourth paragraph thereof:

Notwithstanding the foregoing, the Bonds to be issued for the benefit of Waste Pro USA, Inc. and as approved by the Board pursuant to Resolution No. 23-____ may be issued in an aggregate principal amount not to exceed \$210,000,000, of which an aggregate principal amount not to exceed \$5,100,000 may be used to finance the Pinellas County Project. In addition, the FDFC may issue additional bonds in the future for the purpose of refinancing the Bonds, at such time as the FDFC may determine in its discretion, throughout the period the Bonds remain outstanding.

Section 2. Remaining Terms and Provisions. Except as hereby amended, all provisions and conditions in the Joinder remain in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Second Amendment to Joinder to Interlocal Agreement to be executed for the uses and purposes therein expressed on this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF PINELLAS COUNTY, FLORIDA

[OFFICIAL SEAL]

Its: Chairman

ATTEST:

Its: Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM

By: Donald S. Crowell
Office of the County Attorney