

AMENDMENT No. 2 TO THE LANDFILL OPERATIONS SERVICE AGREEMENT

THIS AMENDMENT No. 2 TO THE LANDFILL OPERATIONS SERVICE AGREEMENT (this "**Amendment**") is made and entered into as of [January 11, 2022], ~~2021~~, 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 the Landfill Operations Service Contract (Service Agreement) was awarded to Contractor on June 19, 2018 (Contract NO. 167-0517-P(LN)).

WHEREAS, the Service Agreement has a provision that assigns responsibility to the County for the disposal of tires received by Pinellas County customers.

WHEREAS, the Project Limits shall include Bridgeway Acres (BWA) within the confines of the slurry wall

WHEREAS, the tire operation was previously conducted by County staff using County owned equipment assets.

WHEREAS, the Contractor will provide and utilize equipment for conduct of waste tire operations.

WHEREAS, the Contractor will be responsible for the maintenance and care of their equipment used for this operation as well as the condition of the operating pad.

WHEREAS, it is preferred by the County to assign responsibility to the Contractor for providing waste tire receiving, area management and transportation of waste tires to the WTE for the Solid Waste Department.

WHEREAS, the Contractor agrees to accept the additional responsibility for the waste tire operation at the agreed upon price.

WHEREAS, the Contractor agrees to operate the waste tire operation consistent with the existing permit requirements and limitation.

WHEREAS, the Statement of Work (EXHIBIT A) of the Service Agreement is to be amended to provide these additional services.

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

1. Primary communications between the Contractor and the County shall be with the Department of Solid Waste (DSW). The DSW will communicate in writing to the Contractor the staff person assigned as the primary communication contact.
2. The Contractor will manage the tire storage piles consistent with permit requirements and provide customer access for unloading their waste tires.
3. The daily quantity of tires removed from the storage area to the Waste-to-Energy (WTE) facility shall closely follow the quantity of tires received each day. The average daily quantity of tires received is between 30-35 tons per day. Periodically, daily tires received could exceed 35 tons. The Contractor shall also prepare contingency plans for hauling additional loads to compensate for days of higher volume.
4. The Contractor will continue to provide spotter services as defined in the existing Service Agreement at the waste tire receiving area. The spotter's responsibilities at the waste tire operation shall include but not be limited to: collecting and verifying the load manifest, observe the unloading of the waste tires, count the tires unloaded, make notes of any irregularities associated with the load on the manifest form.
5. The waste tire receiving area will be maintained consistent with the Florida Department of Environmental Protection (FDEP) Operation Permit (Permit No. 34184-22-SO-01).
6. The Contractor will weigh each load of tires hauled to the WTE facility across County scales.
7. The Contractor will maintain hauling coordination communications directly with the WTE operator and keep County Operations staff notified. Likewise, any communications received by the County from the WTE operator will be communicated to the Contractor.
8. The Contractor will report to the County Department of Solid Waste staff any conditions that will impede the waste tire operation.
9. The Contractor will provide, operate and maintain all equipment needed to receive waste tires, manage the storage and loading area, load the waste tires into a transfer vehicle(s), and operate the waste tire transfer vehicle(s) for processing at the waste-to-energy facility on site.
10. The hauling of waste tires shall be conducted such that it should minimize impacts to normal daily municipal solid waste disposal at the WTE facility. Primary hours of waste tire hauling should be between the operating hours of 6:00 to 10:00 a.m. and 3:00 to 6:00 p.m. Monday through Friday. There is no time restriction for the delivery of waste tires to the WTE facility on Saturdays. Should tire stockpiles accumulate due to high volume or WTE facility outages, the Contractor could haul tires throughout the daily operating times to the WTE facility by coordinating with Solid Waste staff.
11. The County will provide the Contractor an annual schedule indicated the planned outages for the WTE facility. The Contractor will make every effort to reduce the inventory of stored waste tires prior to the schedule outages in order to create capacity for incoming waste tires during the WTE facility outage periods.

12. During WTE outages, it is possible that the volume of stored tires may exceed the stockpile permit limit of 500 tons. The County will coordinate with the FDEP for approval of a temporary expansion storage location. The Contractor will be included on coordination discussions and will be responsible for meeting the deadline of removing the overflow tires from the temporary storage location within the schedule approved by the FDEP.
13. The Contractor will be responsible for preparing the temporary expansion area for the receipt of waste tires. Following the removal of the overflow tires from the temporary expansion area, the Contractor will return the temporary expansion area to previous condition or as agreed by the County.
14. Upon approval of this Amendment No. 2, the Contractor shall update their current Emergency Response Plan (ERP) to include the waste tire operation and submit to the County for review. The ERP shall address the appropriate storage and protection of operating equipment, containment of stockpiled tires and post event assessment. The ERP shall also address the resumption of operations as soon as practical. The ERP should address contingency plans in case certain equipment, such as the transfer vehicle or other equipment, is unavailable following the event. Damage or other condition assessments shall be reported to the County
15. The initial rate for maintaining the waste tire storage area, loading, and hauling waste tires to the WTE facility shall be \$62.00 per ton. Annual increases to this rate will be consistent with the Service Agreement.
16. This additional service will increase the contract price in the amount of \$4,774,000.00, for a revised total not to exceed amount of \$128,774,000.00.
17. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Definitions:

Department of Solid Waste: - Operating department of the County responsible for the processing and disposal of municipal solid waste generated within the County and received at the Bridgeway Acres site.

Project Limits – shall mean the Bridgeway Acres Landfill within the confines of the slurry wall.

Service Agreement: – The existing agreement with Waste Management (dba Advanced Disposal Services) 167-0517-P (SS) executed on June 19, 2018.

Waste Tire: – means a tire that has been removed from a motor vehicle and has not been retreaded or regrooved. The term includes used tires and processed tires but does not include sold rubber tires and tires that are inseparable from the rim. 62-701.200(126) F.A.C.

Waste to Energy: – a facility located within the Bridgeway Acres integrated solid waste management complex for the processing of municipal solid waste and other special wastes, including tires, through combustion and the generation of electricity.

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

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

By: Chah John
Chair,
Board of County Commissioners



ATTEST:
Ken Burke
Clerk of the Circuit Court

By: Richard Carpenter
Deputy Clerk

[Seal]

Approved as to Form:

APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney
By: _____
OFFICE OF THE COUNTY ATTORNEY

Advanced Disposal Services Solid Waste Southeast, Inc.

By: Matt Orr
Signature
Matt Orr
Print Name
Area Director Disposal Operation
Title