AMENDMENT #1 TO CONTRACT NO. 2011000278
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC
for
BIOSOLIDS MANAGEMENT AND RECYCLING

THIS AMENDMENT #1 to Contract (the "Contract") is made by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 ("County"), and CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC, 435 Williams Court, Suite 100, Baltimore, MD 21220 ("CCBRC").

WHEREAS, the parties entered into Contract No. 2011000278 on January 19, 2012 for Biosolids Management and Recycling at County's Zemel Road Landfill; and

WHEREAS, the parties desire to amend the Contract to clarify provisions relating to payment of ad valorem and real estate taxes and modify the amount of the Host Fees for Outside Biosolids processed at the CCBRC facility.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and CCBRC amend Contract No. 2011000278 as follows:

1. The effective date of this Amendment #1 is the date upon which this Amendment is signed by both parties.

2. Article 4, "Price, Billing, and Payment," Section 4.2.A. "Host Fees—Outside Biosolids" is hereby amended to read as follows:

   A. Host Fees—Outside Biosolids. In consideration of the obligations of County as set forth hereunder, after the Commercial Operations Date, CCBRC shall pay county Host Fees at the following rates:

   i. Partial year following the Commercial Operations Date and Contract Years 1-5: ~~$2~~1/wet ton of Outside Biosolids received for processing by CCBRC at the BRC
   ii. Contract Years 6-10: $2.50/wet ton of Outside Biosolids received for processing by CCBRC at the BRC.
   iii. Contract Year 11 and later: $3.00/wet ton of Outside Biosolids received for processing by CCBRC at the BRC.

   Not less than six (6) months prior to the end of Contract Year 5, the parties shall meet to review and discuss the financial status of the BRC and whether the Host Fees for Outside Biosolids should be further modified.

3. Article 5, "Tax Credits and Liabilities," Section 5.2, "Liability for Taxes" is hereby amended to read as follows:

   5.2 Liability for Taxes. Charlotte County shall pay all taxes and assessments imposed on Charlotte County with respect to the ownership of the BRC Site and operation of the Landfill, Charlotte County's facilities and associated equipment, including all applicable employment related taxes. CCBRC shall pay all taxes and assessments imposed upon CCBRC with respect to the sale of compost, the operation of the BRC Site, and the ownership and operation of the BRC and associated equipment, including all applicable employment related taxes ~~but not including any real estate, personal property or ad valorem taxes on the BRC~~. Neither party shall be responsible or liable for any taxes, or any other statutory charges levied or assessed against or with respect to any of the facilities, assets, employees, or operations of the other Party used or employed for the purpose of carrying out the provisions of this Agreement.

4. All other provisions of the Contract not in conflict with this Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the execution of this Amendment #2 as of the date and year written below.

WITNESSES:

Signed By: Constance Reynolds

Print Name: Constance Reynolds

Date: Dec 8, 2016

Signed By:

Print Name: Robert E. Pepperman

Date: Dec 8, 2016

CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC

Signed By:

Print Name: Herbert F. Hingley

Title: Sr. Vice President

Date: Dec 8, 2016

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By SEAL
William G. Truex, Chairman

ATTEST:
Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: Michelle D Bernardino
Deputy Clerk

Date: December 13, 2016

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR15-3212