

AMENDMENT NUMBER TWO TO THE SOLID WASTE
AND RECYCLING COLLECTION FRANCHISE AGREEMENT
FOR LEE COUNTY SERVICE AREA NUMBER ONE

This Amendment No. 2 to that certain Solid Waste and Recycling Collection Franchise Agreement ("Agreement") made between the parties on March 9, 2010 is now made and entered into this 10th day of October, 2014, by and between Lee County ("County") and Advanced Disposal Services Solid Waste Southeast, Inc. ("Contractor"), collectively, "the Parties".

WITNESSETH

WHEREAS, County, through its Board of County Commissioners, entered into a Solid Waste and Recycling Collection Franchise Agreement dated March 9, 2010 with the Contractor such that the Contractor provides collection and hauling service for franchise service area number 1 in Lee County; and

WHEREAS, the Parties desire to make certain amendments to the Agreement in accordance with Section 39 of the Agreement, including an extension to the Term of the Agreement; and

WHEREAS, the Contractor and its parent company desire to continue providing all required collection services in accordance with the terms and conditions of the Agreement and all amendments thereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual obligations and benefits flowing from each to the other, the Parties agree to amend the Solid Waste and Recycling Collection Franchise Agreement as set forth below;

1. The provision for two, one-year extensions to the Term, stipulated in Section 1 of the Agreement, is hereby adopted by the Parties. Additionally, the amended Term of the Agreement may be further extended by the County for an additional three-year period upon the written mutual approval of both Parties.
2. The 'Rate Schedule' for Residential Dwellings Curbside Services (Part A of Exhibit II), as adjusted here-to-date, will be in effect through September 30, 2017. Any further adjustment to the pricing in Part A of Exhibit II will require specific approval by the County's Board of County Commissioners.
3. Reference Exhibit IV, 'Annual Financial Reporting Format', of the Agreement. Information provided by the Contractor will be sufficiently detailed as determined by the Contract Administrator. For example, Revenues shall be indicated by type, such as, "Commercial Collection", "Residential Collection", "Disposal Income", etc. Similarly, Operating Expenses shall also be indicated with sufficient detail, such as, "Fees paid for MSW disposal", "Fees paid for Vegetative Waste disposal", etc. The Contractor shall submit a template for the Annual Financial Report's format to the Contract Administrator each year prior to beginning its internal review.
4. Reference Exhibit V, 'Performance Bond Requirement', of the Agreement. The multiplier for determining the amount of the required performance bond(s) is hereby changed from "0.5" to "0.33".

5. Contractor for Service Area 1 shall deliver 60% of the municipal solid waste (MSW) collected in its franchise area during 10 weeks of each County fiscal year to the Lee/Hendry Landfill, as designated and directed by the Contract Administrator. In the event that MSW is directed to the landfill by the Contract Administrator, the Contractor will make arrangements to keep tires separated from other Solid Waste. The cost for this service will be \$72.00 per truckload with such cost subject to an annual adjustment in accordance with Section 6.A of the Agreement beginning October 1, 2015.
6. EXHIBIT IX of the Agreement, 'DESCRIPTION OF BOUNDARY OF SERVICE AREA', is hereby replaced in its entirety by the attached EXHIBIT IX dated September 15, 2014. All changes of service to affected customers due to changes of the service boundary will be coordinated with the Contract Administrator. Contractor will distribute (County provided) wheeled recycling carts to any residential units added as a result of these boundary changes.
7. All other provisions of the Agreement remain in full force and effect.

(Remainder of page intentionally left blank.)

In Witness Whereof, Lee county, at a regular meeting thereof, by action of the Board of County Commissioners authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Chairman of the Lee County Board of County Commissioners, and the County's seal to be hereunto affixed, and Advanced Disposal Services Solid Waste Southeast, Inc., has executed this Agreement all as of the day and year first written above.

ATTEST: LINDA DOGETT
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: Marcia Wilson
Deputy Clerk

BY: Larry Vin
Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

[Signature]
Office of County Attorney



[Signature]
Witness

ADVANCED DISPOSAL SERVICES
SOLID WASTE SOUTHEAST, INC.

[Signature]
Witness

BY: cm

TITLE: Deputy General Counsel

Name: Christian Mills
Signature: _____

SEPTEMBER 15, 2014

EXHIBIT IX
DIVISION OF SOLID WASTE
FRANCHISE AREA # 1

**(PORTIONS OF UNINCORPORATED AND INCORPORATED LEE COUNTY,
TOWNSHIP OF FORT MYERS BEACH AND CITY OF BONITA SPRINGS.)**

BEGINNING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 47 SOUTH RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE SOUTH ALONG THE EASTERN LINE OF SECTIONS 13, 24, 25, AND 36, TOWNSHIP 47 SOUTH, RANGE 26 EAST AND SECTION 1 TOWNSHIP 48 SOUTH, RANGE 26 EAST TO THE LEE/COLLIER COUNTY LINE; THENCE WESTERLY ALONG THE LEE/COLLIER COUNTY BOUNDARY TO THE CENTERLINE OF VANDERBILT DRIVE, THENCE NORTHERLY TO THE CENTERLINE OF BONITA BEACH ROAD; THENCE WESTERLY ALONG THE CENTERLINE OF BONITA BEACH ROAD TO A POINT 500 FEET WEST OF THE HIGH TIDE MARK OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORELINES OF LITTLE HICKORY ISLAND, BIG HICKORY ISLAND AND LOVERS KEY TO THE WATERS OF BIG SAN CARLOS PASS; THENCE RUN NORTHWEST TO THE SHORELINE OF ESTERO ISLAND; THENCE NORTHWEST ALONG THE SOUTHWEST SHORELINE OF ESTERO ISLAND TO THE WATERS OF ESTERO PASS; THENCE PROCEED SOUTHEASTERLY ALONG THE NORTHEASTERN SHORE OF ESTERO ISLAND TO THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 24 EAST; THENCE PROCEEDING EASTWARD TO THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED SOUTHWARD ALONG THE EASTERLY BOUNDARY OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST; TO THE CENTER LINE OF COCONUT RD, SECTION 8, TOWN SHIP 47, RANGE 25 EAST;

THENCE PROCEED SOUTHERLY ALONG THE CENTER LINE OF COCONUT RD
THENCE TURNING EASTERLY ALONE THE CENTER LINE OF COCONUT RD,
SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, TO THE CENTER LINE OF
VIA VENETO BLVD, SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST;
THENCE PROCEED TO THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP
47 SOUTH, RANGE 25 EAST; THENCE PROCEED EASTERLY ALONE THE
SOUTHERN BOUNDARY OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25
EAST, TO THE CENTER LINE OF PELICAN COLONY BLVD; THENCE PROCEED
ALONE THE CENTER LINE OF PELICAN COLONY BLVD TO THE SOUTHERN
BOUNDARY OF SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE
PROCEED EASTERLY ALONG THE SOUTHERN BOUNDARY OF SECTION 8,
TOWNSHIP 47 SOUTH, RANGE 25 EAST, TO THE SOUTHEASTERN CORNER OF
SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED
NORTHERLY ALONG THE EASTERN BOUNDARY OF SECTION 8, TOWNSHIP
47 SOUTH, RANGE 25 EAST, TO THE CENTER LINE OF COCONUT RD; THENCE
PROCEED EASTERLY ALONG THE CENTER LINE OF COCONUT RD TO THE
CENTER LINE OF NORTH COMMONS DR, SECTION 9, TOWNSHIP 47 SOUTH,
RANGE 25 EAST; THENCE PROCEED SOUTHERLY ALONE THE CENTER LINE
OF NORTH COMMONS DR TO THE CENTER LINE OF PELICAN COLONY
BLVD, SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED
EASTERLY ALONG THE CENTER LINE OF PELICAN COLONY BLVD TO THE
CENTER LINE OF S.TAMIAMI TRL, SECTION 9, TOWNSHIP 47 SOUTH, RANGE
25 EAST; THENCE PROCEED SOUTHERLY ALONG THE CENTER LINE OF
S.TAMIAMI TRL TO THE SOUTHERN BOUNDARY LINE OF SECTION 9,
TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE PROCEED EASTERLY
ALONG THE SOUTHERN BOUNDARIES OF SECTIONS 9, 10, 11, AND 12 OF
TOWNSHIP 47 SOUTH, RANGE 25 EAST, AND THE SOUTHERN BOUNDARY
LINES OF SECTIONS 7, 8, 9, 10, 11, AND 12 OF TOWNSHIP 47 SOUTH, RANGE
26 EAST TO THE POINT OF THE BEGINNING.