

## AMENDMENT NO. 1 TO WASTEWATER TREATMENT AGREEMENT

This Amendment No. 1 (“**Amendment**”) to Wastewater Treatment Agreement is made and entered into this \_\_\_\_\_ of December, 2021 (the “**Effective Date**”) by and between the Indian River County Solid Waste Disposal District, a special dependent district of Indian River County, Florida (the “**District**”) and Indian River Sustainability Center, LLC (“**IRSC**” or the “**Company**”). All capitalized terms used herein but not otherwise defined will have the meanings ascribed to them in the Wastewater Treatment Agreement.

**WHEREAS**, on July 13, 2021, the District and IRSC (collectively, the “**Parties**”) entered into the Wastewater Treatment Agreement which governs the interaction, rights and responsibilities of the District and IRSC with respect to designing, furnishing and operating a wastewater treatment plant (collectively, the “**Evaporation Plant**”) to treat landfill leachate from the District’s landfill located in Vero Beach FL (the “**Landfill**”); and

**WHEREAS**, the Parties now desire to make four (4) changes to the Wastewater Treatment Agreement as more fully described in this Amendment (as contemplated in Section 5.2 of the Wastewater Treatment Agreement):

1. Under the Wastewater Treatment Agreement, the leachate infeed pump directing Landfill Fluids from the Infeed Tank to the Heartland Concentrator™ System was to be supplied by the District. Now the responsibility for the design, procurement, and installation of this pump, including controls will shift to IRSC from the District.
2. Under the Wastewater Treatment Agreement, IRSC was to be responsible for purchasing and installing the LFG pipe header from the LFG collection system to the Heartland Concentrator™ System (“**LFG Piping**”). The Parties have now determined that it would be advisable for the District to furnish and install the LFG Piping and take overall responsibility for dewatering the Landfill Gas coming to the Heartland Concentrator System (e.g., knock out pots) instead of IRSC.
3. It is necessary to modify/update the Division of Responsibilities “DOR” chart in the Wastewater Treatment Agreement to reflect the above changes.
4. There is a minor section numbering error in Section 4 of the Wastewater Treatment Agreement that the Parties would like to fix in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, it is agreed between the District and IRSC as follows:

**SECTION 1.** Article 3.2 - *The Company’s Responsibilities and Obligations* of the Wastewater Agreement is amended to add 3.2 (f):

- “(f) The District will no longer be supplying the leachate infeed pump directing Landfill Fluids from the Infeed Tank to the Heartland Concentrator™ System. Specifically, IRSC will now be responsible for designing, procuring, and installing this pump, including controls. The District will still need to provide a flanged connection on the discharge of the Infeed Tank to allow IRSC to connect the pump suction to the outlet of the tank.”

**SECTION 2.** Article 3.3 - *The District's Responsibilities and Obligations* of the Wastewater Agreement is amended to add 3.3 (h):

“(h) The District will be responsible for (i) designing, purchasing and installing the LFG pipe header from the LFG collection system to the Heartland Concentrator™ System at required pressure and flow (as stipulated in Article 3.3 (f) of the Wastewater Agreement), including modifications to LFG blowers, controls,...etc.; (ii) connecting the LFG supply line from the discharge of the blower system, trenching, and installation of the LFG Piping to the Heartland Concentrator™ System; and (iii) all de-watering requirements of this LFG piping (including knock-out pots). Scheduling Impact: While IRSC’s related activity is not expected to have any scheduling impact, overall startup of the Heartland Concentrator™ System (running on LFG) will be dependent on the District’s ability to have the LFG Piping installed to meet IRSC’s schedule.”

**SECTION 3.** Article 3.1 – *Division of Responsibilities* of the Wastewater Agreement and its associated attachment (Appendix C – Part 2) is hereby deleted and replaced with the following:

“3.1 Division of Responsibilities. A detailed Revised DOR is attached to this Agreement as Appendix C – Part 2. ”

**SECTION 4.** The duplicate numbering of Article 4.2 in the Wastewater Agreement is hereby changed to “Article 4.3 Payment and Most Favorable Pricing Mechanism” and subsequently the next sequential article is changed to “Article 4.4 Escalation Mechanism”. No other changes beside this numbering change is required.

**SECTION 5.** A new Article 5.2 (a) is hereby added to the Wastewater Agreement.

“5.2 (a) The price adjustment for the scope shift identified in Article 3.2 (f) and Article 3.3 (h) results in a credit being issued to the District which credit will not to exceed \$240,000 (the “**Credit**”).

The final amount of the Credit will be determined based on the actual cost incurred by the District to complete the Section 2 changes. In the event the actual cost is less than \$240,000 in the aggregate, the Credit will be reduced to the actual cost of the Section 2 changes; if the actual cost of the Section 2 changes exceeds \$240,000, the Credit will be \$240,000 (such final amount of the Credit to be referred to herein as the “**Total Credit**”).

The Total Credit will be applied by IRSC starting with the first Monthly Service Fee due after the plant is commissioned as follows: each month, IRSC would reduce the Monthly Service Fee by 1/6<sup>th</sup> of the Total Credit amount until the Total Credit has been fully applied, after which the Monthly Service Fee will revert to the amount contemplated in the Wastewater Treatment Agreement.

**SECTION 6.** Appendix C- part 2 attached to the Wastewater Treatment Agreement is replaced with the Revised Appendix C \_ Part 2, attached to this Amendment.

**[EXECUTIONS CONTINUED ON FOLLOWING PAGE]**

This Amendment is effective on the date first written above. Except as expressly modified by this Amendment, all other terms of the Wastewater Treatment Agreement remain in full force and effect.

**ATTEST:** Jeffrey R. Smith, Clerk

**INDIAN RIVER COUNTY SOLID  
WASTE DISPOSAL DISTRICT**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman

**District Approved:** \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
Jason E. Brown  
County Administrator

**APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY:**

By: \_\_\_\_\_  
Dylan Reingold  
County Attorney

**INDIAN RIVER SUSTAINABILITY CENTER, LLC**

**WITNESSES:**

By: Heartland Water Technology, Inc.,  
its Managing Member

\_\_\_\_\_

\_\_\_\_\_  
Name: Susan C. Portin

Title: SVP, Business and Legal Affairs

Date: \_\_\_\_\_

\_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_

Name: Alain Castro

Title: Managing Partner, Proximo Energy  
Managing Partner, Indian River Eco District

Date: \_\_\_\_\_

## APPENDIX C – PART 2: REVISED DOR

Division of Responsibilities			
Scope of Work Description		Company	District
Concentrator & Flare, Hot Gas Transfer Equipment (HGTE)- Design & Fabrication		X	
Infeed Tank			X
Infeed Pump (s)		X	
Processed Residual Tank(s)- Design & Supply		X	
Concentrator & Flare, HGTE, Processed Residual Tank(s)- Transportation to Site, CIP per Incoterms 2010		X	
Landfill Gas(LFG) and Nat Gas supply for thermal energy, LFG Blower and Controls (if needed)- Supply and Installation	(a) & (b)		X
Wastewater Storage Tank(s), Wastewater Supply Pump(s), Electrical & Utilities Connection	(a) & (c)		X
Infeed Wastewater			X
Chemical Storage Tanks	(a)	X	
Site Works: Site Preparation (Earthworks, Foundations, Containment)	(b)	X	
Containment Sump and Sump Pump	(b)	X	
Project Management and Detailed Engineering		X	
Concentrator System- Installation, Mechanical & Electrical Site Works		X	
Crane/Manlift Rental for Equipment Unloading & Installation		X	
Heat Trace & Insulation (as needed)		X	
Other miscellaneous site M&E interconnecting materials	(e)	X	X
On-site Technical Advisory Support during equipment installation critical milestones		X	
Remote monitoring and control system		X	
Utility Supply (LFG/ Nat Gas, Electricity, Service Water)	(a)		X
Processed Residual Tank(s) & Disposal	(b)		X
Permitting, Emissions Monitoring			X
Site Safety Equipment		X	
Concentrator System Commissioning & Start-up		X	
Day-to-Day Operation and Maintenance of Concentrator System, Including Consumables	(d)	X	
Other Miscellaneous Items	(e)	X	X
<p>(a) Major items includes mainly: Residual management and disposal, chemical storage tanks, utility supply, routing of Landfill Gas (LFG) and Nat Gas to Company flare at required pressure and flow, including modifications to LFG blowers, controls,...etc.</p> <p>(b) Company will provide the Residual Tank(s) as part of its scope of work. Earthworks, foundation, secondary containment, containment sump and sump pump; During operation, Developer will notify IRC SWDD when Residual Tank(s) must be emptied, and IRC SWDD via its on-site logistics partners will transport the Processed Residual to the top of landfill and dispose in landfill.</p> <p>(c) The point of connection is the Concentrator skid; electrical includes 480VAC service.</p> <p>(d) Developer plans to have 1-2 fully trained site engineers at site full-time. Consumables include antifoam, CIP, lubricant, etc.</p> <p>(e) Such as site engineering services, permitting, Processed Residual disposal, construction tools, power &amp; consumables, equipment rentals, etc.</p>			