Contract No. A03625

ORIGINAL

AMENDMENT FIVE TO
SERVICE AGREEMENT

This Amendment Five to Service Agreement, Contract A03625 (the "Amendment") is made and entered into as of _____, 2013, by and between the County of Hennepin (the "County"), and Covanta Hennepin Energy Resource Co., Limited Partnership (the "Company").

WHEREAS, the County and the Company are parties to the Service Agreement, Contract No. A03625, dated July 1, 2003 (the "Agreement") for the operation of a solid waste resource recovery facility owned by the County (the "Facility"); and

WHEREAS, the County and the Company desire to enter into this Amendment for the purpose of further defining the roles and responsibilities of the parties relating to the maintenance and improvement of the Facility.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, the parties agree as follows:

1. The following definitions are added to Section 1.01 of the Agreement:

"Odor Control System" means existing and future stationary and mobile mechanical equipment and associated appurtenances located at the Facility that nebulize and dispense specialized liquids into the air to suppress and/or neutralize malodors that emanate from solid waste or its combustion byproducts. The Odor Control System existing at the Facility in September, 2013, consists of (a) one stationary OMI 450 CFM Vapor Phase Unit, its inlet and outlet ducting and filters, and its external 230/460 VAC, Triple Phase, 60 Hz power supply box and (b) two Jaybird Aquafog ORSM mobile fogging units.

2. The definition of "System Replacement Projects" is amended to read as follows:

"System Replacement Projects" means those projects set forth in Attachment A to the Agreement, as such Attachment A may be amended from time to time, and any additional capital improvement projects that are included in the approved Hennepin County Capital Improvement Plan and are authorized by the County Administrator to be added to Attachment A as a System Replacement Project. The parties agree that Attachment A to this Amendment Five to Service Agreement replaces and supersedes the previous Attachment A created pursuant to Amendment Two to Service Agreement and Amendment Three to Service Agreement.

3. Section 2.12 of the Agreement is amended to read as follows:

2.12 System Preservation Projects

(A) The County and the Company recognize that System Replacement Projects are important for the continued reliability of the Facility. Subject to the provisions of

this Section 2.12, the County will be responsible for the initial capital costs of the System Replacement Projects. The parties will cooperate in the determination of the appropriateness of such projects. The System Replacement Projects will be performed when there is a demonstrable need, as agreed to by the parties. The County agrees that it will not unreasonably withhold or delay agreement to a request for a System Replacement Project, and that it will determine if any reduction in guarantees will be permitted for the System Replacement Project under paragraph (E) below prior to the parties finalizing their agreement to proceed with the System Replacement Project. The County reserves the right to have any proposed System Replacement Project reviewed by outside consultants to evaluate whether such project is required.

(B) Prior to performing any System Replacement Project, the Company will review with the County the design of the project, schedule for performance of the project and the estimated cost of the project. The cost of each project may include the Company's engineering and administrative costs. If requested by the County, the Company will procure bids for any project on terms and conditions mutually acceptable to both parties. For System Replacement Projects having a cost in excess of $50,000, the Company may add a markup of 7.5% to the project costs. Within 30 days of receiving an invoice therefore, the County will reimburse the Company for System Replacement Project costs, as demonstrated by Cost Substantiation.

(C) The County has the authority to participate in the oversight of all aspects of System Replacement Projects, including but not limited to planning, design, cost, selection of contractors, construction and final approval of such projects, provided however, the County's participation, comments or acceptance of any System Replacement Project shall not be deemed to be an approval of the adequacy of the design or the quality of the materials used. The County's comments or acceptance of the design of any project shall not relieve the Company of its obligations under this Agreement or adversely affect the rights of the County under this Agreement.

(D) Once each System Replacement Project is completed to the reasonable satisfaction of the County, the Company will thereafter be responsible for all maintenance, repair and upkeep of such System Replacement Project in accordance with its obligations under this Agreement.

(E) The County, through the County Administrator in his/her sole discretion, shall have the authority to reduce the Guaranteed Throughput Capacity and/or the Guaranteed Net Electric Output when waste processing operations at the Facility are at a reduced capacity or the Facility is shutdown in order for the Company or the County to complete System Replacement Projects which are not part of a regularly scheduled outage. If installation of a System Replacement Project extends a regularly scheduled outage, the extra days needed to complete such project would be eligible for calculation of the reduction. The reduction shall be equal to the difference between the average number of tons processed daily

(calculated using the average daily tons processed for the previous twelve (12) months through the month proceeding the date when waste processing operations are reduced or shut down for a System Replacement Project) and the tons processed, if any, during the period of reduced capacity or shutdown. Periods of reduced capacity or shutdowns for maintenance or repair, including unscheduled downtimes for emergency maintenance or repair, shall not be eligible for Guaranteed Throughput Capacity and/or Guaranteed Net Electric Output reductions.

4. New subsection (G) is added to Section 2.01, Operation of the Facility, to read as follows:

(G) The parties agree to the following terms associated with the Odor Control System:

(i) The Company will operate and maintain the Odor Control System in the same manner and pursuant to the terms and conditions of this Agreement applicable to the maintenance of the Facility, and in accordance with the requirements of the Odor Control System operations and maintenance manual given to the Company by the County. Said manual may be modified if new equipment is installed or at any other time by mutual agreement between the Director and the Facility operations manager.

(ii) The Company will make all necessary repairs to the Odor Control System.

(iii) Costs associated with the maintenance and repair of the Odor Control System shall be a Pass Through Operating Cost under the Agreement and will be demonstrated by Cost Substantiation.

5. Section 2.09, Recordkeeping, Subsection (A), is amended to add the following additional paragraph:

The Company shall establish and maintain an information system to provide storage and ready retrieval by the County of all information necessary to verify repair information, calculations and other maintenance data relating to the Facility, including but not limited to, monthly performance reports used for Company-wide reporting system; maintenance tracking program and performance tracking systems and reports, e.g. maintenance program history and vibration program history; SCADA system and historical program; operating logs; operator log sheets; water treatment logs and reports; all available OEM manuals and documentation; and outage plans and reports. The Company shall provide a computer terminal which will have the above information loaded on no less than a weekly basis from which County staff can review such maintenance and operational records and logs.

6. A new Section 2.13 is added to the Agreement to read as follows:

2.13 County Enhancements

The County reserves the right to install signage, structures, appurtenances, improvements, additions, elements and other enhancements to the Facility or Facility site necessary or desirable, in the County's sole discretion, that do not reasonably impact the operation of the Facility. Such enhancements may be performed by County or third party contractors and shall be done at the sole expense of the County. The Company shall fully cooperate with the County in the County's efforts to complete such enhancements.

7. The parties agree that Paragraph 4 of Amendment Two to Service Agreement shall be deleted.

COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's Office

Assistant County Attorney

Date: 11/19/2013

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy Clerk of County Board

Date: 1.3.14

By: _____
David Hough, County Administrator

Date: _____

By: _____
Assistant County Administrator, Public Works

Date: 12/26/2013

Recommended for Approval

By: _____
Director, Department of Environmental Services

Date: 11/15/13

CONTRACTOR
CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.

Printed Name: PAUL E. STAUDER

Signed: _____

Title: SVP - Covanta

Date: 11/13/13

Attachment A

Hennepin Energy Recovery Center - Plant Systems Maintenance Plan for Life Extension of Facility [Systems Replacement Projects]

Plant System:

Ash Handling System:

Main Vibrating Pan Conveyor
- [Completed] Pan
- Truss & Support Structure
- Drive

Grizzly/Scalper- Part of Main Vibrating

Standby Conveyor
- New Drive Assembly
- Conveyor Frame
- Standby Grizzly

Stock Pile Conveyor
- Drive System
- Conveyor Frame

Residue Elevating Conveyor
- Drive System
- Conveyor Frame

Vibrating Pan Feeder
- Pan
- Support Structure
- Drive.

Grizzly Chute- Part of Vibrating Pan Conveyor

Ferrous Chute - Work at Two Locations

Quench Reactor Conveyor
- New Conveyor

Fly Ash Elevating Conveyor
- New Conveyor

Baghouse Chain Conveyor (4)
- New Conveyors (4)

Undergrate Chain Conveyor (4)
- New Conveyors (4)

Economizer Chain Conveyor (4)
- New Conveyors (4)

[Completed] Ash Screw Conveyor (4)
- New Conveyors (4)

Ash Conditioner
- Silo
- Cone
- Feeder
- Pug Mill
- Control System
- Fly ash Expansion Joint
- Fly ash Silo Dust Collector

Boiler & Auxiliary:

Furnace Tube Panels

Inconel Overlay Furnace [Completed- Upper Furnace, Lower Furnace and Second Pass - Not Completed]

Screen Tubes with Inconel Overlay
- Boiler #1
- Boiler #2

Expansion Joints (3 per unit)
- Boiler #1
- Boiler #2

Boiler Steel Casing

Evaporator Hopper
- Boiler #1 Refractory Replacement
- Boiler #2 Refractory Replacement

Superheater Hopper
- Boiler #1 Refractory Replacement
- Boiler #2 Refractory Replacement

Internal Economizer Hopper
- Boiler #1 Refractory Replacement
- Boiler #2 Refractory Replacement

External Economizer Hopper
- Boiler #1 Refractory Replacement
- Boiler #2 Refractory Replacement

Auxiliary Burners
- Boiler #1 Controller
- Boiler #2 Controller

Rappers
- Boiler #1 controller
- Boiler #2 controller

Furnace Refractory
- Boiler #1
- Boiler #2

Feedtable Refractory
- Feedtable Transition Boiler #1
- Feedtable Transition Boiler #2

Tertiary Air Fans
- Boiler #1
- Boiler #2

Main Steam Valve (Pneumatic Block):
- Boiler #1
- Boiler #2

Safety Valve - 10 valves total
Safety Valves Boilers- Boiler #1 (3)
Safety Valves Boilers- Boiler #2 (3)
Safety Valves Common (4)

Baghouse:
Hopper Heaters
- Boiler #1
- Boiler #2

Level Detectors
Module ISO Damper
- Boiler# 1- Pneumatic (16)
- Boiler# 1- Manual (8)
- Boiler# 2- Pneumatic (16)
- Boiler# ·2 -Manual (8)

Reverse Air Fan
- Boiler #1
- Boiler #2

Expansion Joints
- Boiler #1
- Boiler #2

Ductwork
- Boiler #1 Economizer Outlet Scrubber Inlet
- Boiler #2 Economizer Outlet Scrubber Inlet

Hoppers
- Boiler #1
- Boiler #2

[Completed] Rebuild baghouse compartments
- Remaining 4 compartments in unit #1
- 8 compartments in unit #2

Air Pollution Control Systems:
Scrubber
Unit #1:
- S.S.Liner
- Sectional Replacement
- Inlet Ductwork
- Outlet Ductwork

Unit #2:
- S.S.Liner

Sectional Replacement
Inlet Ductwork
Outlet Ductwork
Pebble Silo Dust Collector
Lime Feeder - Pebble Lime to Tank
Slaker- Mechanical
[Completed] Slaker- Controller
Grit Screen
Tank Mixer
Slurry Pumps
Dolomitic Lime Delivery System- New Design
Dolomitic Silo Dust Collector

Carbon Injection System:
Scales
Feeders
Controls
Blower System
Carbon Silo Dust Collector

Buildings & Grounds:
Plant Elevator
Tipping Floor
Floor Resurfacing
[Completed] Wheel Stop Replacement
Plant Roads
Control Room A/C
[Completed] Admin HVAC
Demin Floor Surface
[Completed] Plant Structure Painting (Three Phases)
Security Phone System
Hauler Restroom
[Completed] Plant Locker Room & Restroom Fixtures
Boiler House Roof
Tipping hall roof

Cooling System (water):
Main Condensor Retube
Isolation Valves
Cooling Tower
Cooling Tower Fans
Cooling Tower Gearboxes
[Completed] Cooling Tower Fan Motors
[Completed] Cooling Tower Structure
[Completed] Cooling Tower Fill & Mist Eliminators
[Completed] Cooling Tower Siding

[Completed] Cooling Tower Chemical System
Circulating Pump
Pump Motor

Electrical Equipment:
UPS Batteries
Main Switch Gear-480V
Motor Control Center
Secondary Unit Substation

Environmental Monitoring:
CEM Equipment
CEMS Software
New Extraction CEMS System

Fire Protection:
Fire Pump, controller, motor, etc
Fire Deluge System Valve
System Control Panel (Control Room)
Cooling Tower Deluge System

Feedwater System:
[Completed] Boiler Feedwater Pump (BWFP) (3 total)
Boiler Feedwater Pump Motor
Steam Driven BWFP
BWFP Turbine
Feedwater System Valves
Check Valves
Control Valves
Isolation Valves
Steam Coil Air Heaters (Finless) Both Units
Steam Coil Air Heaters Trap System Both Units
Expansion Joints Both Units

Instrumentation & Control:
PLC's *I* Controllers
Allen Bradley-APC Units 1 & 2
Allen Bradley-Sicker
Cooling Tower
Allen Bradley-Ash Conditioner
New Steam Project
Bailey Software Upgrade
Positioners
Transmitters
Controls ModernizatiorJS (PCU Upgrades)

Refuse Handling:
[Completed] North Crane:
Complete crane upgrade
[Completed] South Crane:
Complete crane upgrade

Steam & Condensate System:
Main Steam Trap
Other Steam Traps
Air Ejector System
Condensate Pumps:
[Completed] Pump #1
Pump #2
Make Up Water System:
Pump #1
Pump #2

Stoker, Grates & Auxiliary:
Feed Chutes
Boiler #1 - With Refractory installed
Boiler #2 - With Refractory installed
Feed Tables
Boiler #1 new upper and lower tables replaced
Boiler #2 new upper & lower tables replaced
Grate Surface
Boiler #1 -Motion Beams in Phases
Boiler #2 - Motion Beams in Phases
[Completed] Ash Discharger
Boiler #1- Two Phases
Boiler #2- Two Phases
Hydraulic Systems:
Boiler #1
Boiler #2
Lube System:
Boiler #1
Boiler #2

Turbine/ Generator:
[Below list Completed, however all Turbine/ Generator (TG) work items must remain open for future TG testing, inspection, troubleshooting and repair
Rotor Blading Install First Stage
Turbine parts stage 2
Turbine parts stage 3
Turbine parts stage 4
Stage 12,13,14 Phased Array UT
Turbine Parts Stage 1

Inspect turbine rotor
Restore Stage 13 Disc
Restore Row 14 Disc
Supply Row 13 &14 Blade Rows
Install Row 13&14 Blade Rows
Pro-tech over speed protection
Structural integrity to test row 13
T/G Crane Upgrades
[Completed] Bentley Nevada Control System (obsolete)
[Completed] Generator:
Exciter
Windings - Rotors *and* Stator
Rewedging

Truck Scales:
Weigh Scales
Change out to Electronic Scale system (3)
Software Upgrade
Scale House

Boiler Water Treatment:
Demineralizer System (Change to RO System)
Condensate Polisher
Chemical Pump Skid
Water Storage Tank
Sample System
Conductivity System
Silica Analyzers

Plant Air System:
3 Compressors
2 Air Dryers
3 Xpand Air Control Valve

Evaporator Tubes:
Boiler #1 Evaporator #1
Boiler #1 Evaporator #2
Boiler #2 Evaporator #1
Boiler #1 Evaporator #2

Superheater Tubes: (shared in 2008-2009)
Boiler #1 Superheater #1
Boiler #1 Superheater #2
Boiler #2 Superheater #1
Boiler #2 Superheater #2

Economizer Tubes:
- Boiler #1 Internal
- Boiler #1 External
- Boiler #2 Internal
- Boiler #2 External

Piping Systems
Steam
Feed water
Condensate - phases
Cooling water -phases
Service water- phases
City water - phases

Drum magnet:
Switch to electromagnet

New urea ammonia system

Plant siding damage, deterioration, or upgrade:
- [Completed] Ash handling building
- Ash elevating conveyor enclosure
- Tipping hall
- Plant
- [Completed] Admin building

[Completed] Landscaping and irrigation
[Completed] Back end drainage

Plant wiring:
- APC
- Residue area

[Completed] Lighting retrofit
Gas handling:
- ID fan motor - VFD design unit #1
- ID fan motor - VFD design unit #2
- PA fan motor- VFD design unit #1
- PA fan motor- VFD.design unit #2
- OF A fan motor- VFD design unit #1
- OF A fan motor - Vfd design unit #2

[Completed] New exit portal and door on south wall of tipping hall, and associated changes to plant road system
[Completed] New door covering existing exit portals on east wall of tipping hall
[Completed] Other exterior improvements to make HERC Facility compatible with surrounding neighborhood