

**FIRST AMENDMENT TO THE SOLID WASTE AND RECYCLABLE
COLLECTION SERVICE AGREEMENT BETWEEN THE TOWN OF
EATONVILLE, FLORIDA AND WASTE SERVICES OF FLORIDA, INC.**

This first amendment to the Solid Waste and Recyclable Collection Service Agreement between the Town of Eatonville, Florida and Waste Services of Florida, Inc. (the "Amendment") is made and entered into by and between the Town of Eatonville, a Florida municipal corporation (the "Town"), and Waste Connections of Florida, Inc., a Delaware Corporation f/k/a Waste Services of Florida, Inc. (the "Contractor"). The Town and the Contractor may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Amendment shall be effective upon the Effective Date as defined below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement (as defined below).

WHEREAS, through a series of mergers and name changes, Waste Services of Florida, Inc. now operates as Waste Connections of Florida, Inc.; and

WHEREAS, on November 6, 2008, the Parties entered into that certain *Solid Waste and Recyclable Collection Service Agreement between the Town of Eatonville, Florida and Waste Services of Florida, Inc.* as subsequently modified, amended, and/or extended (the "Agreement"), for the collection, transportation, and recycling/disposal of residential municipal solid waste and recyclable materials and commercial waste within the Town; and

WHEREAS, the Parties wish to amend the Agreement to extend the term thereof, to add additional services, and to otherwise modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Amendment:

1. Extension of Term. The Agreement is currently set to expire on October 31, 2019 (the "Current Expiration Date"). Pursuant to Section One of the Agreement, the Parties hereby officially agree to extend the Agreement for an additional five (5) years from the Current Expiration Date, extending the Agreement through October 31, 2024. The term of the Agreement is hereby extended for another five (5) years through October 31, 2024.
2. Amendments to the Existing Agreement.

The Existing Agreement is hereby amended or modified to replace Section One in its entirety with:

Term of this Agreement shall be for the period beginning on the 1st day of November 2019, and the ending on the 31st day October, 2024. Upon the mutual written agreement between the Town and the Contractor, the Contractor shall be entitled to a renewal extension of an

additional five (5) year term on the same terms and conditions as hereinafter set forth. However, the Town shall have the option not to extend the Agreement Provided that the Town Council notifies the Contractor and holds a public hearing more than six (6) months prior to the expiration of this Agreement, where at such hearing Council resolves not to extend this Agreement. The Contractor can elect not to renew and/or extend the Agreement at anytime unless it has accepted the renewal by agreeing to it in writing.

The Existing Agreement is hereby amended or modified to add to Section Four (Additional Contracted Services):

Shredding Event. One time per calendar year, the Contractor will provide, at no cost to the Town or residents, a drop off location for the resident's secure shredding of documents. The Town shall provide the Contractor at least sixty (60) days' notice of the Town's preferred date. Residents shall be limited to no more than two (2) "banker's boxes" of documents per year. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.

Household Hazardous Waste Event. One time per calendar year, the Contractor will provide, at no cost to Town or residents, an appropriate number of roll-off style containers, at a drop off location specified by the Town, for the resident's household hazardous waste. The items accepted shall be limited to paint, tires, batteries, light bulbs, used motor oil, and ordinary household chemicals. The Town shall provide the Contractor at least sixty (60) days' notice of the Town's preferred date. Residents shall be limited to no more than two (2) cubic yards of items per year. The Town shall provide staffing for the hours the "event" takes place. At the conclusion, the Contractor shall haul and dispose of the items collected at an appropriately licensed disposal facility. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.

Prescription Medicine Event. One time per calendar year, the Contractor will provide, at no cost to Town or residents, an appropriate container, at a drop off location specified by the Town, for the resident's unused or expired prescription medication waste. The Town shall provide the Contractor at least sixty (60) days' notice of the Town's preferred date. The Town and the Contractor shall provide staffing for the hours the "event" takes place. At the conclusion, the Contractor shall haul and dispose of the items collected at an appropriately licensed disposal facility. Residents will be required to provide a copy of a current utility bill for verification of their eligibility.

The Existing Agreement is hereby amended by also deleting in their entirety the two paragraphs on Page 12 which begin "Replacement of containers damaged" and "The Contractor is responsible" and replacing them with:

Replacement of Containers Damaged by CONTRACTOR shall be replaced at CONTRACTOR's expense and the CONTRACTOR shall replace any Container or Recycling Container damaged through the fault or negligence of the CONTRACTOR or his employees.

Contractor shall provide to new Residential Premises (being Residential Premises not receiving Curbside Residential and/or Recycling Collection Service at the date that CONTRACTOR commences providing such services under this Amendment.) CONTRACTOR shall also be responsible for providing replacement Containers and Recycling Containers when Residential Containers and Recycling Containers provided by to existing Residential Customers are lost or damaged .

3. Date of Effectiveness; Limited Effect. This Amendment will become effective as of approval by Town Council (the "Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement, existing on the Effective Date are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, corporate power and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary corporate action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.


(f) All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have made and executed this Amendment, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

Attest:

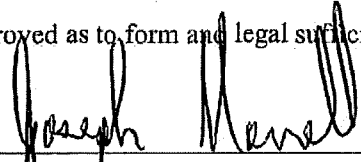

NAME, Town Clerk

Town of Eatonville, by and through its
Town Council

By: 
NAME, Mayor

31st day of October, 2019

Approved as to form and legal sufficiency

By: 
NAME, Town Attorney

5th day of November, 2019

(TOWN SEAL)

WITNESSES:

Nicole Tipton
Signature
Nicole Tipton
Printed Name

13 day of December, 2019

WASTE CONNECTIONS OF FLORIDA, INC.

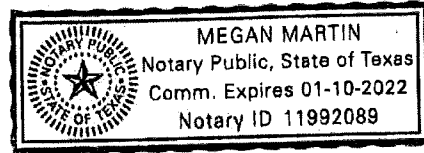
Robert A. Nielsen III
Signature
ROBERT A. NIELSEN III
Printed Name and Title

13TH day of DECEMBER, 2019

STATE OF TEXAS)

) SS:

COUNTY OF MONTGOMERY)



BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert A. Nielsen, III as Regional Vice President of Waste Connections of Florida, Inc., an organization authorized to do business in the State of Florida, and he/she executed the foregoing Agreement as the proper official of Waste Connections of Florida, Inc., for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He is personally known to me or has produced appropriate identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 13TH day of December, 2019.

Megan Martin
NOTARY PUBLIC

My Council Expires: 01-10-2022