

**FIRST AMENDMENT  
to the  
TOWN OF HOWEY-IN-THE-HILLS  
SOLID WASTE FRANCHISE AGREEMENT**

This **First Amendment** is entered into as of                     , 2025, between the town of Howey-in-the-Hills, a Florida Municipal Corporation (the “Town”) and GFL Solid Waste, LLC (“GFL”) and amends the Solid Waste Franchise Agreement (the “Agreement”) entered into between the parties on June 10, 2022.

1. **Purpose of this First Amendment.** This Amendment amends the Agreement to provide that GFL will provide additional residential Carts to customers upon request at no charge however a residential customer will be charged for additional residential Cart collection. This Amendment clarifies (i) residential trash collection is twice a week, and (ii) that the amount paid for GFL’s removal of white goods and bulk items is based on a per cubic yard fee, and is not included in the flat residential rate.

2. **Amendments to the Agreement.**

- a. Exhibit A is replaced with the new Exhibit A attached hereto.
- b. Section 5.3 of the Agreement is hereby amended and restated in its entirety to read as follows with the deletion of the ~~strike-through language~~ and the addition of the double-underlined language:

5.3 Provision of Carts; Ownership; Repair; Replacement. Contractor, at its cost, shall purchase and deliver original Carts (one (1) Refuse Cart and one (1) Recycling cart to all single-family homes, Multiple Dwelling Units receiving curbside residential collection service and commercial collection customer locations receiving residential-type (formerly “hand rear load”) collection service. If occupancy of a dwelling changes; Contractor shall deliver, at its cost, additional Carts to the new account holder, if necessary. Such Carts are the property of the Contractor, and shall be treated accordingly by the Customer. Contractor shall retain ownership of the Carts, including all Replacement Carts or repaired Carts, for the term of this Agreement, as well as for the term of any renewal(s) or extension(s), and beyond. Upon expiration of this Agreement, including any extension(s) or renewal(s), or its termination for any reason including during any renewal(s) or extension(s), Contractor shall have the right to immediately collect all Carts from all units. Contractor shall make minor repairs to Carts, such as wheel and lid replacement, at its cost (normal wear and tear repairs). ~~When a residential customer desires to purchase an Additional Cart, or where a Cart has been damaged by Customer negligence and the customer must replace it (a Replacement Cart), the customer shall be required to purchase such Carts from the Town at the Customer’s cost. The Town shall obtain all such Carts from Contractor.~~ When a residential Customer requests additional Cart(s), the Contractor must furnish such Carts to the Customer at no charge. The Contractor will charge the Customer the then current approved rate for additional Carts as established under this Agreement. Additional Carts provided at no charge to a residential Customer, and A Replacement replacement or repaired Cart(s) is—are and remains the property of the Contractor in the same manner as described above for the original Carts. Additional Cart(s)

purchased by the customer are the property of the customer. Contractor shall replace one stolen Refuse Cart per customer during the term of this Agreement. Contractor shall repair or replace Carts it damages.

3. **Clarification that residential collection is 2x a week.** As specified in Section 5.1 of the Agreement, GFL “shall collect and dispose of the residential household garbage twice (2) per week from all single family homes, multi-family dwelling units receiving curbside residential collection service and mobile homes in the service area of the Town.” Inconsistent language in the pricing schedule/matrix or in any other part of the Agreement which provides that weekly residential cart service is 1X/WK or any less than twice per week is null and void.
4. **Clarification regarding white goods and bulk items.** As specified in Section 5.1 of the Agreement, Residents will be charged a per cubic yard fee by the Contractor for all bulk or white good items. Inconsistent language in the pricing schedule/matrix or in any other part of the Agreement which provides that white goods and bulk items are “Included in Price” is null and void.
5. **Conflicts.** In the event of any inconsistency or conflict between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall supersede and control to the extent of such inconsistency.
6. **Ratification Clause.** Except as expressly modified by this First Amendment, all terms, covenants, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties. The parties reaffirm their respective obligations under the agreement and acknowledge that the Agreement remains a valid and binding agreement enforceable in accordance with its terms.

Duly authorized officials of the parties are executing this First Amendment as of the date in the introductory paragraph above.

<b>Town of Howey-in-the-Hills</b>  By: _____ Sean O’Keefe, Town Manager	<b>GFL Solid Waste Southeast, LLC</b>  By: _____ Print Name _____ Title _____
<b>Attest:</b>  By: _____ John Brock, Town Clerk	

## **Exhibit A Pricing Matrix**