

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 clarifies (i) that the flat uniform residential collection rate applies to the collection of residential trash for each single-family home, regardless of the number of refuse Carts provided or in use at the property by a resident, (ii) residential trash collection is twice a week, and (iii) 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. **Amendment to the Agreement.** Section 5.1 of the Agreement is hereby amended and restated in its entirety to read as follows with the addition of the double-underlined language:

5.1 Duties. For Automated Collection Service, each single family home is required to have One (1) 96-gallon cart for residential refuse and One (1) 65-gallon recycling Cart. The garbage and recycling cart will be provided to each residential single family dwelling or designated multi-family dwelling and will remain the property of the Contractor. The Contractor 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. All residential household garbage must be contained within the 96-gallon cart. The flat uniform residential collection rate applies per single-family home regardless of the number of refuse Carts assigned to or utilized by the resident. Recyclables collection will be collected once (1) per week, and the recyclable materials shall be placed in Contractor-provided recycling cart. All yard trash shall be placed in a container, tied or bundled and properly prepared and shall be limited to a maximum of four (4) cubic yards or ten (10) bags per week. Yard trash will be collected once (1) per week. For bulk collections, Contractor shall collect and dispose of bulk residential waste and white goods as scheduled by the resident. Residents will be charged a per cubic yard fee by the Contractor for all bulk or white good items.
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.

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