

FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES ("First Amendment") is entered into by and between CITY OF OCALA, a Florida municipal corporation ("City"), and GFL SOLID WASTE SOUTHEAST LLC, a limited liability company duly organized in the state of Texas and authorized to do business in the state of Florida (EIN: 20-5449795) ("Vendor" or "GFL").

WHEREAS, on June 19, 2018, City and Advanced Disposal Services Solid Waste Southeast, Inc., ("ADS") entered into an agreement for solid waste disposal services (the "Original Agreement"), City of Ocala Contract No.: PWD/17-032, for a term of five years from October 1, 2018 through September 30, 2023; and

WHEREAS, City consented to the assignment of all of ADS's rights, interests, and obligations under the Original Agreement to GFL as evidenced by the writing attached hereto as **Exhibit A – Assignment Letter**; and

WHEREAS, City and Vendor now desire to extend the Original Agreement for the sole renewal term offered under the Original Agreement; and

WHEREAS, City and Vendor further desire to amend the compensation terms set forth under the Original Agreement; and

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The term of the Original Agreement is hereby extended for an additional TWO-YEAR (2-Year) term beginning OCTOBER 1, 2023 and ending on SEPTEMBER 30, 2025.
4. **AMENDMENT TO PARAGRAPH 3 – COMPENSATION.** The language contained in Paragraph 3 – Compensation of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

COMPENSATION. Effective DECEMBER 22, 2021 and continuing through the expiration of the Renewal Term, City shall pay Vendor for the satisfactory performance of the work in accordance with the Contract Documents a maximum limiting amount based upon the unit pricing set forth below:

Description	Price Per Ton
Provide transfer station point for the City to drop all residential and commercial solid waste and provide final disposal of all waste.	\$45.00

5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor: GFL Solid Waste Southeast LLC.
Attention: Michael Aguiar
5111 South Pine Avenue
Ocala, Florida 34480
Phone: 941-268-7652
E-mail: michael.aguiar@gflenv.com

If to City of Ocala: Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

6. **EFFECT OF AGREEMENT.** In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 12 / 28 / 2021.

ATTEST:**CITY OF OCALA**

Angel B. Jacobs
City Clerk

City Council President
Ire Bethea, Sr.

Printed Name of City Council President

Approved as to form and legality:**GFL SOLID WASTE SOUTHEAST, LLC**

Robert W. Batsel, Jr.
City Attorney

By: _____

GFL Environmental

Printed Name

Regional Vice President

Title



September 30, 2020

Via United States Mail and Email - tkimball@ocalafl.org

Tiffany Kimball, Contracting Officer
The City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471

Re: GFL Purchase of Certain Customer Contracts from Advanced Disposal

Dear Valued Customer:

We are writing to you in connection with your Agreement for Solid Waste Disposal Services, dated as of June 19, 2018 (the "Agreement"), with Advanced Disposal Services Solid Waste Southeast, Inc.

We are excited to announce that on June 24, 2020, Waste Management, Inc. (together with its affiliates and subsidiaries "WM") and Advanced Disposal Services, Inc. (together with its affiliates and subsidiaries "ADS") agreed to sell certain of their respective assets to affiliates of GFL Environmental Inc. (together with its affiliates and subsidiaries "GFL") (such sale, the "Transaction"), following the closing of WM's merger with ADS. In connection with and conditioned upon the closing of the Transaction, it is contemplated that GFL will acquire the Agreement by way of an assignment of the Agreement by ADS to GFL Solid Waste Southeast, LLC, a subsidiary of GFL (the "Agreement Transfer"). We anticipate that the Transaction will close and the Agreement Transfer will be effective in the fourth quarter of 2020, assuming all conditions to the Transaction closing are satisfied or waived by WM/ADS and GFL.

We are certain that GFL will continue to meet the high service standards you have come to expect from dealing with ADS.

We and GFL are coordinating the transition of the business to ensure there is no disruption in your service. There will be no changes to the terms of the Agreement, including, service levels, pricing or similar terms, as a result of the Transaction and the Agreement Transfer. Over the longer term, the ADS trucks and other equipment such as waste and recycling containers, dumpsters, and compactor units used to service your account will be rebranded to reflect the GFL name, logos, colors, and service marks. A change of this size will take time to complete, but you should start to see these changes during calendar year 2020. We expect that GFL will be in touch with you directly following the Transaction closing to provide you with additional information including where to remit payments under the Agreement following the Closing.

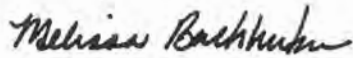
We would ask that you please return a countersigned copy of this letter to me by mail or email at your earliest convenience. By signing this letter, you consent to the Agreement Transfer and agree that the Agreement Transfer will not result in a breach of, or default under, the Agreement and, notwithstanding the Agreement Transfer and the Transaction closing, the Agreement will survive and continue in full force and effect without any further action by you or the ADS Entity. Your consent will be effective as of the date of this letter, but will be contingent upon the Transaction closing, such that if the Transaction does not close or if the Agreement is terminated per its terms, this letter will not have any effect and will be void.

EXHIBIT A
ASSIGNMENT LETTER

CONTRACT #: PWD/17-032

Please reach out to me personally or your usual contact at ADS with any questions you may have regarding the Agreement Transfer. On behalf of all of us at ADS, thank you for your business.

Very truly yours,




Melissa Bachhuber
Vice President – Associate General Counsel
Melissa.Bachhuber@advanceddisposal.com

CC: Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
pgilligan@ocalalaw.com

ADS Sales Representative

The City of Ocala

By: 
Name: KEN WHITEHEAD
Title: ASST. CITY MANAGER

TITLE	FOR SIGNATURE - First Amendment - Agreement for Solid Waste...
FILE NAME	FINAL FOR SIGNATU...onmental Inc .pdf
DOCUMENT ID	a320c36e46e69d94a73773cc9069475aa8ca7f18
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

12 / 10 / 2021

11:15:14 UTC-5

Sent for signature to Robert W. Batsel, Jr.
(rbatsel@ocalalaw.com) and GFL Environmental
(todd.strong@gflenv.com) from drobinson@ocalafl.org
IP: 216.255.240.104



VIEWED

12 / 11 / 2021

13:46:20 UTC-5

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51



SIGNED

12 / 11 / 2021

13:47:22 UTC-5

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51



VIEWED

12 / 13 / 2021

09:08:36 UTC-5

Viewed by GFL Environmental (todd.strong@gflenv.com)
IP: 69.58.98.142



SIGNED

12 / 13 / 2021

09:12:03 UTC-5

Signed by GFL Environmental (todd.strong@gflenv.com)
IP: 69.58.98.142

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Document History



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12 / 22 / 2021

12:22:26 UTC-5

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IP: 68.202.183.1



SENT

12 / 22 / 2021

12:24:05 UTC-5

Sent for signature to Ire Bethea, Sr. (ibethea@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org
IP: 68.202.183.1



VIEWED

12 / 28 / 2021

08:37:39 UTC-5

Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.133.62



SIGNED

12 / 28 / 2021

08:38:49 UTC-5

Signed by Ire Bethea, Sr. (ibethea@ocalafl.org)
IP: 24.250.133.62



VIEWED

01 / 03 / 2022

09:46:45 UTC-5

Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
IP: 216.255.240.104

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SIGNED

01 / 03 / 2022

09:46:52 UTC-5

Signed by Angel B. Jacobs (ajacobs@ocalafl.org)

IP: 216.255.240.104



COMPLETED

01 / 03 / 2022

09:46:52 UTC-5

The document has been completed.