



FIRST AMENDMENT TO SPECIAL WASTE DISPOSAL AGREEMENT

THIS FIRST AMENDMENT TO SPECIAL WASTE DISPOSAL AGREEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City" or "Customer"), and **A.C.M.S., INC., D/B/A HEART OF FLORIDA ENVIRONMENTAL**, a for-profit corporation duly organized in and authorized to do business in the state of Florida (EIN: 59-3581269) ("Service Provider").

WHEREAS, on January 22, 2025, City and A.C.M.S., Inc. d/b/a Heart of Florida Environmental entered into a Special Waste Disposal Agreement (the "Original Agreement") for a five (5) year term from January 2, 2025 through January 1, 2030; and

WHEREAS, City and Service Provider now wish to amend the rate adjustment terms contained in the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Service Provider agree as follows:

1. **RECITALS.** City and Service Provider hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Service Provider, attached hereto as **Exhibit A** 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. **AMENDMENT TO SECTION 3(A), ADDITIONAL INFORMATION.** The language in Section 3 (A), Additional Information of the Original Agreement is deleted in its entirety and replaced with the following:

Commencing on the first anniversary thereof, the initial disposal rate above shall be adjusted annually by the percentage of increase in the Consumer Price Index for Urban Consumers – Garbage and Trash Collection, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or any successor governmental agency.

4. **NOTICES.** All notices, certifications or communications required by this Agreement 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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Service Provider:

A.C.M.S., Inc.
 Attention: Heather Wilmoth
 835 CR 529
 Lake Panasoffkee, Florida 33538
 Phone: 352-569-0465
 E-mail: heather.wilmoth@wasteconnections.com



If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov

5. **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.
6. **ELECTRONIC SIGNATURE(S).** Service Provider, 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 Agreement 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.
7. **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 Agreement 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

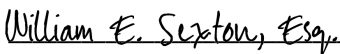
CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

**A.C.M.S., INC. D/B/A
HEART OF FLORIDA ENVIRONMENTAL**

Signed by:


William E. Sexton, Esq.
City Attorney

Signed by:


9C85D31419244B8...

By: Heather Wilmoth
(Printed Name)

Title: DM
(Title)

Exhibit A - Original Agreement

Docusign Envelope ID: 30EBF64E-186D-41D3-955F-917C3DBFE6ED

CONTRACT# WRS/250069



SPECIAL WASTE DISPOSAL AGREEMENT

Special Waste Profile Number: HF-22-140 & HF-22-141

Customer Billing Information

Name: City of Ocala Water Resources Department
 Address: 1805 NE 30TH Avenue
 City: Ocala
 State: FL Zip: 34470
 Phone: 352-629-2489 Fax: _____
 Contact: _____

Waste Connections Subsidiary (Service Provider")
A.C.M.S., Inc. d/b/a Heart of Florida Environmental ("Service Provider")
835 CR 529
Lake Panasoffkee, FL 33538

Project: Biosolids Filter Cake Disposal/Class 1 Landfill
 Additional Information: Municipal WWTP Biosolids Filter Cake.

- Special Waste Service.** Subject to the terms and conditions contained herein, Service Provider and Customer agree to be legally bound hereby and Service Provider agrees to accept at its Facility, Acceptable Waste (hereinafter referred to as "Special Waste" or "Waste") delivered by or on behalf of Customer, and which is acceptable to Service Provider as herein provided. Customer agrees to deliver one hundred percent (100%) of the Special Waste incorporated under the special waste profile(s) described.
- Acceptable Waste.** Only those Special Wastes described in Section 3 herein and in any Special Waste Profile(s) which number is identical to the contract number referenced above, and which Profile(s) are hereby incorporated by reference herein, and which Waste is subsequently approved by Service Provider and is otherwise in accordance with all laws, regulations and permits, shall be acceptable for disposal at the Facility ("Acceptable Waste").
- (A) **Rates for Disposal:**

Waste	Disposal Method	Disposal Rate:	Fees / Taxes / Misc.	Transportation
MUNICIPAL SLUDGE	Class 1 Landfill	\$62.00 per ton	\$0.00	N/A

Additional Information: There will be an annual increase of 2.5% effective on the anniversary date (January 2nd) of each year of this agreement.

Customer shall also be liable for all taxes, fees, or other charges imposed by federal, state, local or provincial laws and regulations.

County and State of origin of Waste: Marion, Florida

- (B) **Incorporation by Reference.** In addition to Special Waste Profile(s) and the Terms and Conditions of Special Waste Disposal Agreement set forth on the reverse side of this document, the following documents are incorporated by reference into this Agreement as if fully set forth herein.

1) N/A

2) _____

- Term of Agreement.** This Agreement shall be effective as of January 2nd, 2025 and shall continue for that period of five (5) years, until December 31st, 2029, and have two (2) consecutive five (5) year renewals, pursuant to the applicable special waste application. **Either party may terminate this agreement, for any reason or no reason, upon six (6) months written notice to the other party.**

SERVICE PROVIDER AND CUSTOMER, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE OF THIS DOCUMENT.

X Kristen Dreyer
 CUSTOMER SIGNATURE (AUTHORIZED REPRESENTATIVE)

Signed by:
X heather wilmoth
 SERVICE PROVIDER SIGNATURE (AUTHORIZED REPRESENTATIVE)

X Kristen Dreyer Council President Pro-Tem heather wilmoth DM
 CUSTOMER NAME AND TITLE (PLEASE PRINT) SERVICE PROVIDER NAME AND TITLE (PLEASE PRINT)

X 1/22/2025 X 1/22/2025
 DATE DATE

Approved as to form and legality:

Signed by:
William E. Sexton, Esq.
 William E. Sexton - City Attorney

Exhibit A - Original Agreement**CONTRACT# WRS/250069****Terms and Conditions of Special Waste Disposal Agreement**

5. **The Agreement.** This Special Waste Disposal Agreement (this "Agreement") for the disposal of Special Waste shall consist of this Agreement, riders to the Agreement (if any) and any application, permit and/or approval that may be applicable to such Waste.
6. **Waste Accepted at Facility.** Customer represents, warrants and covenants that the Waste delivered to Service Provider at its Facility hereunder will be Acceptable Waste and will not contain any unacceptable quantity of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances, as defined by applicable federal, state, local or provincial laws or regulations. Any Waste which does not meet these requirements shall hereinafter be referred to as "Unacceptable Waste." Customer shall in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders regarding the same. The word "Facility" shall mean any landfill, transfer station or other location used to transfer, process or otherwise dispose of such Waste.
7. **Special Waste.** Customer represents, warrants and covenants that the Waste delivered to Service Provider hereunder (i) will not contain any Special Waste that is not specifically described on any application which is attached hereto or which is subsequently approved by Service Provider, (ii) will meet the material description as set forth in any application and otherwise in all significant respects and (iii) will not contain Unacceptable Waste. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such Waste to Service Provider, Customer has provided an application for such Waste and Service Provider has approved disposal of such Waste within the limitations and conditions contained in Service Provider's written notice of approval of Special Waste Disposal. Title to any and all (i) Special Waste (not specifically described on a Special Waste application submitted in connection herewith), and (ii) Unacceptable Waste, handled or disposed of by Service Provider shall at all times remain with Customer and any agent of Customer (if an agent is involved).
8. **Rights of Refusal/Rejection.** Customer shall inspect all Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Service Provider has the right to refuse, or to reject after acceptance, any load(s) of Waste(s) delivered to its Facility including if Service Provider believes Customer has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such Waste load is unacceptable. Service Provider shall have the right to inspect all vehicles and containers of Waste haulers, including Customer's vehicles, in order to determine whether the Waste is Acceptable Waste or Unacceptable Waste pursuant to this Agreement and all applicable federal, state and local laws, rules and regulations. Service Provider's exercise, or failure to exercise, its rights hereunder shall not operate to relieve Customer of its responsibilities or liability under this Agreement. Customer shall be responsible for, and bear all reasonable expenses and damages incurred by Service Provider, as a result of the Unacceptable Waste and in the reloading and removal of Unacceptable Waste disposed in the Facility. Service Provider, may also, in its sole discretion, require Customer to promptly remove the Unacceptable Waste.
9. **Limited License to Enter.** This Agreement provides Customer with a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading Acceptable Waste at the Facility in the manner directed by Service Provider. Except in an emergency, Customer's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Waste, Customer's personnel shall promptly leave the Facility. Under no circumstances shall Customer or its personnel engage in any scavenging of Waste or other materials at the Facility. Service Provider reserves the right to make and enforce reasonable rules and regulations concerning the operation of the Facility, the conduct of the drivers and others on the Facility premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the Facility including, but not limited to, speed limits on haul roads imposed by Service Provider, and the wearing of hard hats and other personal protection equipment by all individuals allowed on the Facility premises. Customer agrees to conform to such rules and regulations as they may be established and amended from time to time. Service Provider may refuse to accept Waste from and shall deny an entrance license to, any of Customer's personnel whom Service Provider believes is under the influence of alcohol or other chemical substances. Customer shall be solely responsible for its employees and subcontractors performing their obligations in a safe manner when at the facility of Service Provider.
10. **Charges and Payment.** Payment shall be made by Customer within thirty (30) days after receipt of invoice from Service Provider. In the event that any amount is overdue, Service Provider may terminate this Agreement. Customer agrees to pay a finance charge equal to the maximum interest rate permitted by law. Customer shall be liable for all taxes, fees, or other charges imposed upon the disposal of the Waste by federal, state, local or provincial laws and regulations. Service Provider, from time to time, may modify its rates upon thirty (30) days written notice to Customer.
11. **Termination.** Customer's obligations, representations, warranties and covenants regarding the Waste delivered and all indemnities shall survive termination of this Agreement. Should Customer materially default in any of its obligations hereunder, then Service Provider may immediately terminate this Agreement and Customer shall be liable for all costs and damages incurred by Service Provider.
12. **Driver's Knowledge and Authority.** Customer represents, warrants and covenants that its drivers who deliver Waste to Service Provider's Facility have been advised by Customer of Service Provider's prohibition on deliveries of hazardous materials or substances, radioactive materials or substances, or toxic waste or substances or any other Unacceptable Waste to the Facility of Service Provider's restrictions on deliveries of Special Waste to the Facility, of the definitions of "Hazardous Waste" and "Hazardous Substance" as provided by applicable federal, state and local law, rules and regulations and "Special Waste" as provided herein, and of the terms of this license to enter Service Provider's Facility.
13. **Indemnification.** Customer shall indemnify, defend and hold harmless Service Provider and its subsidiaries, affiliates and parent corporations, as applicable, and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") to the extent arising or resulting from: (a) the acts, omissions, negligence, or willful misconduct (including criminal acts) of Customer, or its employees, representatives, agents, contractors, or subcontractors (excluding Service Provider), (b) the violation of any law, rule, regulation, license, permit, ordinance, or order by Customer, or its employees, representatives, agents, contractors, or subcontractors (excluding Service Provider), (c) Customer's breach of any term, condition, representation, warranty, or covenant herein, or (d) Unacceptable Waste. Customer shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Service Provider as to the content of the Waste, following discovery of Unacceptable Waste. Notwithstanding anything contained herein to the contrary, Customer shall have no obligation to indemnify Service Provider, or any other party, to the extent any claims, suits, actions, losses, damages, liabilities, costs or expenses arise out of: (i) the negligence or willful misconduct of Service Provider, or any of Service Provider's officials, employees, agents, representatives, officers, managers, or any other party, (ii) Service Provider's breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by Service Provider, or any of Service Provider's officials, employees, agents, representatives, officers, managers, or any other party. This indemnification and other obligations stated in this Section 13 shall survive the termination of this Agreement. Pursuant to and consistent with Section 768.28, Florida Statutes (2018), Customer's duty to indemnify is limited to \$200,000 per claim or judgment, and \$300,000 per incident or occurrence, inclusive of attorney's fees or legal costs.
14. **Insurance.** Customer shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the amounts specified below:
- | Coverages | Minimum Amounts of Insurance |
|-----------------------|--|
| Worker's Compensation | Statutory |
| Employer's Liability | \$1,000,000 per incident |
| General Liability | \$2,000,000 combined single limit |
| Automobile Liability | \$2,000,000 combined single limit (including MCS-90) |
- All insurance will be by insurers authorized to do business in the state in which the Facility is located. Prior to Customer being allowed on Facility premises, Customer shall provide Service Provider with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. All policies, except workers' compensation, must add Service Provider as an additional insured, must contain waivers of subrogation in favor of Service Provider, and must be primary and non-contributory to any insurance policies carried by Service Provider. Said policies shall not thereafter be cancelled, be permitted to expire or lapse, or be changed without thirty (30) days advance written notice to Service Provider. Customer warrants that it will secure the above minimum amounts of insurance from any transportation of the Acceptable Waste to the Facility.
- Customer is a self-insured public entity pursuant to City Council Resolution 92-84 up to the limits of liability set forth in Florida Statute §768.28. The self-insurance program includes Worker's Compensation, General and Automobile liability coverage for all liabilities or damages for which the Customer is found legally liable. This self-insurance program is administered through the Customer's Human Resources and Risk Management Office.
15. **Failure to Perform.** Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (i) close or restrict operations at the Facility, (ii) limit the quantity or prohibit the disposal of Waste at the Facility, or (iii) limit the ability of or prohibit Customer from delivering Waste to the Facility, Service Provider shall have the right, at its option, to reduce, suspend or terminate Customer's access to the Facility immediately, without prior notice and without any additional liabilities between the parties, other than Customer's payment obligation hereunder. Neither Party is required hereunder to settle any labor dispute against its own best judgment.
16. **Other Termination.** The occurrence of any of the following events shall also constitute an event of default by Customer and shall give Service Provider the right to immediately terminate this Agreement:
- A petition for reorganization or bankruptcy filed by or against Customer.
 - Failure by Customer to pay any amounts due to Service Provider.
 - Any breach by Customer of any of its obligations pursuant to the Agreement.
- Customer shall be liable for and shall indemnify, defend and hold harmless Service Provider from any losses, claims expenses or damages incurred by Service Provider as a result of termination hereunder.
17. **Assignment.** Customer may not assign, transfer or otherwise vest in any other Service Provider, entity or person, in whole or in part, any of its rights or obligations under the Agreement without the prior written consent of Service Provider, provided, however, that Service Provider may without any such prior written consent, assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.
18. **Right of Disposal.** This Agreement does not grant any rights to dispose of Acceptable Waste other than in accordance herewith. Additionally, the ability to dispose of Acceptable Waste at the Facility may be limited at any time, and from time to time, by Service Provider in connection with the Facility's permit(s), and capacity constraints, in addition to applicable laws, rules, and regulations. Service Provider reserves the right to immediately terminate access to the Facility by Customer and Customer's personnel in the event of breach or violation by Customer of any of the terms of this Agreement, Service Provider's operating rules or payment policies or any applicable laws or regulations.
19. **Continuing Compliance.** Customer has a continuing obligation to inform Service Provider of any new information, or information not previously provided to Service Provider by Customer which may affect the acceptability of the Waste by Service Provider. Further, Customer shall comply with all Service Provider requests for evidence of Customer's continuing compliance with the terms of the Agreement including but not limited to the following: (i) providing new, updated Waste profiles on the Waste(s) offered for disposal or, (ii) providing appropriate certification that the Waste being offered for disposal is accurately reflected by the appropriate application or, (iii) re-sample the Waste at Customer's expense if reasonable cause exists as to its acceptability under the terms of this Agreement or, (iv) allow Service Provider to re-sample the Waste if reasonable cause exists as to its acceptability under the terms of this Agreement (and Customer shall be responsible for all costs and expenses associated with such sampling if such Waste is determined to be Unacceptable Waste), or (v) all of the above.
20. **Notices.** All notices herein provided for shall be considered as having been given upon being placed in the mail, certified postage prepaid addressed to Service Provider or Customer at the address herein set forth in this Agreement or to such other address as may be given to the other party in writing.
21. **Liquidated Damages.** In the event that this Agreement is terminated by Customer in a manner not in accordance with Section 4 hereof, or terminated due to a breach of this Agreement by Customer, Customer shall pay, as liquidated damages, and not as a penalty, the greater of an amount equal to six (6) months' service charges or Customer's most recent monthly charge multiplied by six (6). Customer shall be given credit for any advance payments made hereunder, however, in computing the amount owed as liquidated damages hereunder. Customer acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to its investment in equipment, development of Service Providers and hiring of employees undertaken by Service Provider to service its customers, including Customer. This liquidated damages clause in no way relieves Customer from its obligations and liability for other cost or damages as set forth elsewhere in this Agreement.
22. **Miscellaneous.**
- This Agreement shall be governed by the laws of the State in which the Facility is located.
 - No waiver of a breach of any of the obligations contained in the Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement.
 - No modification, release, discharge or waiver of any provision or obligation hereof shall be of any force, or effect, unless in writing signed by all parties to this Agreement.
 - Customer shall treat as confidential and not disclose to others during or subsequent to the terms of this Agreement, except as is necessary to perform this Agreement, or to comply with any applicable law or regulation any information (including any technical information, experience or data) regarding Service Provider's plans, programs, plants, processes, products, costs, equipment or

Exhibit A - Original Agreement

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CONTRACT# WRS/250069

Terms and Conditions of Special Waste Disposal Agreement

operations which may come within the knowledge of Customer or its employees in the performance of this Agreement, without in each instance securing the prior written consent of Service Provider.

- (v) If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision.
- (vi) This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgement, purchase order or other response by Customer which is in addition to or different from the provisions of this Agreement shall be deemed objected to by Service Provider and shall be of no effect.
- (vii) Customer represents, warrants and covenants that it is and, during the term of this Agreement will remain, in compliance with and will perform its obligations pursuant to all applicable laws and regulations and shall indemnify, defend and hold harmless Service Provider from any breach thereof.
- (viii) It is the understanding and agreement of the parties that Service Provider is an independent contractor, and is not an agent, nor an authorized representative of Customer.

Exhibit A - Original Agreement



Certificate Of Completion

Envelope Id: 30EBF64E-186D-41D3-955F-917C3DBFE6ED
 Subject: SIGNATURE - Heart of Florida Biosolids Disposal (WRS/250069)
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Patricia Lewis
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 plewis@ocalafl.org
 IP Address: 216.255.240.104

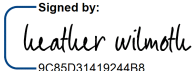
Record Tracking

Status: Original 1/9/2025 11:57:23 AM	Holder: Patricia Lewis plewis@ocalafl.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

heather wilmoth
 Heather.Wilmoth@WasteConnections.com
 DM
 Security Level: Email, Account Authentication
 (None)

Signature

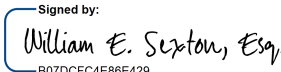
Signed by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 4.42.63.250

Timestamp

Sent: 1/22/2025 8:59:39 AM
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 Signed: 1/22/2025 1:34:26 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/22/2025 1:34:05 PM
 ID: 49890ebd-32b2-4005-9d41-7e0cde34e9dc


William E. Sexton, Esq.
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication
 (None)

Signed by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Signed: 1/22/2025 2:09:38 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kristen Dreyer
 kdreyer@ocalafl.gov
 Council President Pro-Tem
 City of Ocala
 Security Level: Email, Account Authentication
 (None)

Signed by:

 3B2728BFAF374FC...
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.228.177.110
 Signed using mobile

Sent: 1/22/2025 2:09:40 PM
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 Signed: 1/22/2025 11:58:27 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sharron Jimerson sharron.jimerson@wasteconnections.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/22/2025 8:57:53 AM ID: bbe11529-31f5-41d7-a59a-ed4c66bff9c5	COPIED	Sent: 1/22/2025 8:59:41 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/9/2025 12:01:06 PM
Envelope Updated	Security Checked	1/22/2025 8:47:32 AM
Envelope Updated	Security Checked	1/22/2025 8:47:32 AM
Certified Delivered	Security Checked	1/22/2025 11:57:59 PM
Signing Complete	Security Checked	1/22/2025 11:58:27 PM
Completed	Security Checked	1/22/2025 11:58:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Exhibit A - Original Agreement

Electronic Record and Signature Disclosure created on: 2/22/2023 11:31:05 AM

Parties agreed to: heather wilmoth, Sharron Jimerson

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Exhibit A - Original Agreement

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

Exhibit A - Original Agreement

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Certificate Of Completion

Envelope Id: 45D857D5-531B-463D-857E-EE996A20B9B0
 Subject: SIGNATURE - Amendment 1 - Biosolids Waste Disposal Agreement (WRS/250069)
 Source Envelope:
 Document Pages: 11
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Patricia Lewis
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 plewis@ocalafl.org
 IP Address: 216.255.240.104

Record Tracking

Status: Original 2/5/2025 4:36:26 PM	Holder: Patricia Lewis plewis@ocalafl.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 2/5/2025 4:39:01 PM
 Viewed: 2/5/2025 4:39:49 PM
 Signed: 2/5/2025 4:43:08 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Heather Wilmoth
 Heather.Wilmoth@WasteConnections.com
 DM
 Security Level: Email, Account Authentication (None)

Signed by:

 9C85D31419244B8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 4.42.63.250

Sent: 2/5/2025 4:43:10 PM
 Viewed: 2/5/2025 6:07:41 PM
 Signed: 2/10/2025 6:45:05 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/5/2025 6:07:41 PM
 ID: df067d47-c7de-4738-8599-1f8a85241356

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Sharron Jimerson
 sharron.jimerson@wasteconnections.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/10/2025 6:45:06 AM
 Viewed: 2/10/2025 6:46:46 AM

Electronic Record and Signature Disclosure:
 Accepted: 1/22/2025 8:57:53 AM
 ID: bbe11529-31f5-41d7-a59a-ed4c66bff9c5

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/5/2025 4:39:02 PM
Certified Delivered	Security Checked	2/5/2025 6:07:41 PM
Signing Complete	Security Checked	2/10/2025 6:45:05 AM
Completed	Security Checked	2/10/2025 6:45:06 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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