

## Exhibit 1

**SECOND AMENDMENT TO THE  
AMENDED AND RESTATED AGREEMENT FOR RESIDENTIAL  
WASTE AND RECYCLING COLLECTION AND TRANSPORTATION SERVICES  
(CITY CONTRACT #9165)**

This Second Amendment to the Amended and Restated Agreement for Residential Waste and Recycling Collection and Transportation Services (City Contract #9165) dated October 23, 2015, as amended by the First amendment dated March 17, 2017 ("Agreement") is made and entered into as of \_\_\_\_\_, 2020 ("Effective Date") by and between the City of Jacksonville ("City") and Advanced Disposal Services Jacksonville, LLC ("Contractor").

The City and Contractor desire to amend the Agreement as follows:

1. Pursuant to Section 7.2.2.8. of the Agreement, the Monthly Base Rate Component was set on October 1, 2018 to \$10.53 and continued at that rate through September 30, 2019. Commencing October 1, 2019 the Monthly Base Rate Component shall be \$10.34, and shall be adjusted thereafter, if necessary, pursuant to the agreement.
2. In accordance with Section 7.2.3. of the Agreement, the City and Contractor agree the hourly rate per route is deemed to be \$116.00 effective October 1, 2019 through September 30, 2020, unless compensation should need to be adjusted for a change in disposal sites. The hourly rate per route will be adjusted annually in accordance with Sections 7.2.4 or 7.2.2 of the Agreement, as applicable.
3. Pursuant to Section 7.3. of the Agreement, the City and Contractor agree that the September 30, 2019 Residential Premise count decreased by 444 residential premises for Service Area I. The ending number of Residential Premises per the September 30, 2019 statement was 73,864, therefore, the total number of Residential Premises will be decreased to 73,420 as of October 1, 2019, and thereafter will be adjusted pursuant to the Agreement.
4. Pursuant to Section 7.5. of the Agreement the fuel cap numbers set forth shall be 337,983 gallons for fiscal year 2019/2020, 341,427 gallons for fiscal year 2020/2021 and 344,906 gallons for fiscal year 2021/2022.
5. Article 19, Section 19.14. of the Agreement is hereby amended and shall read as follows:

19.14. Jacksonville Area Residential ("JAR") facility - Contractor currently utilizes the JAR facility to provide services under this Agreement that are 100% specific to the activity of collection and transportation of residential waste and recycling for the City. However, the City and Contractor have negotiated and agree to contractor's dual use of the JAR facility which shall take effect upon the Effective Date of this Second Amendment.

19.14.1. "Dual use" of the JAR facility shall mean the Contractor's non-residential fleet vehicles and staff will have access to, and use of, the facility in addition to the ongoing maintenance activities and operations of Contractor's residential fleet and staff. The City and Contractor agree that eighteen (18) non-residential (commercial) fleet vehicles shall be the maximum number of non-residential fleet vehicles parked overnight at the JAR facility after 4:00 PM on any given day. Contractor agrees to both periodic and/or random inspections by the City to verify and confirm that Contractor is complying with this Section.

19.14.2. All expenses at the JAR facility related to the operation and maintenance of Contractor's non-residential fleet vehicles shall not be comingled with those of the Contractor's residential fleet maintenance and operations. All JAR expenses shall be recorded in such a way that non-residential and residential expenses are traceable by Contractor's generated reports at any given time which shall be made available for City review. Contractor may discontinue dual use of the JAR facility at any time. However, in doing so Contractor hereby understands and agrees that it will waive any adjustment to the Base Premise Rate upon such an occurrence. The City shall have the exclusive option during the fiscal year 2022 Rate Review to discontinue dual use at the JAR facility at which point Contractor's dual use will expire effective September 30, 2022.

19.14.3. The type and number of ADS non-residential trucks permitted to remain at JAR after 4 PM is as follows:

- 7 FEL trucks (Front End Loading)
- 10 RO trucks (Roll Off)
- 1 maintenance service truck

19.14.4. Violations of this Section shall be considered finable offenses subject to the fines enumerated below:

\$1,500.00 per incident; or

\$1,500.00 per day for continued non-compliance.

- 6. The City and Contractor agree that the rate per ton applicable to the terms of Section 20.2 is hereby adjusted to \$102.00 per ton effective upon the Effective Date of this Amendment and shall be adjusted thereafter pursuant to the Agreement.

In Witness Whereof, the City and the Contractor have entered into this Second Amendment as of the date first written above.

City of Jacksonville

Advanced Disposal Services  
Jacksonville, LLC  
Service Area I

By: \_\_\_\_\_  
Lenny Curry, Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

Form Approved:

\_\_\_\_\_  
Office of General Counsel

In compliance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Amendment and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance  
City Contract #9165, Amd #2