



## YARD WASTE PROCESSING AND DISPOSAL AGREEMENT

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### Town of Apex, North Carolina and Wall Recycling, LLC d/b/a Liberty Waste Solutions

This Yard Waste Processing and Disposal Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between Wall Recycling, LLC d/b/a Liberty Waste Solutions ("CONTRACTOR") and the Town of Apex, North Carolina ("CUSTOMER"). CONTRACTOR and CUSTOMER may hereinafter be referred to collectively as "Parties" or individually as "Party."

CUSTOMER is responsible for the collection of residential yard waste materials from its residents and desires to engage CONTRACTOR to receive, process, and dispose of acceptable yard waste materials in accordance with this Agreement and applicable law.

**1. Term.** This Agreement shall begin on the Effective Date written above and end July 31, 2031. The Agreement may be renewed for two (2) additional one-year (1) terms by mutual written agreement of the parties.

**2. Services.** CUSTOMER grants CONTRACTOR the non-exclusive right (at costs shown in Exhibit A Pricing and Conditions, which is hereby incorporated into this Agreement) to, and CONTRACTOR hereby agrees to, receive, process, and dispose of acceptable residential yard waste materials generated through CUSTOMER's collection program, subject to this Agreement, the exhibits, applicable permits, and applicable law (hereinafter "Services"). Receipt, processing, and disposal of said materials shall take place at CONTRACTOR'S Apex Transfer Station facility located at 520 Pristine Water Dr., Apex, NC 27539 (hereinafter "Facility") unless otherwise specified in this Agreement. The Parties may agree in writing to additional and/or non-exclusive services and applicable rates.

### **3. Acceptable Materials and Unacceptable Materials.**

a. "Acceptable Materials" are limited to clean leaves, twigs, small limbs, weeds, vines, brush, hedge trimmings, shrubbery clippings, plant trimmings, wood chips, hay straw, pine straw, pine cones and small shrubs, provided such materials are permitted under applicable law and applicable facility permits.

b. All materials other than clean leaves, twigs, small limbs, weeds, vines, brush, hedge trimmings, shrubbery clippings, plant trimmings, wood chips, hay straw, pine straw, pine cones and small shrubs, are unacceptable unless approved in writing by CONTRACTOR prior to delivery. Limbs and trunks are not to exceed 6 inches in diameter and 6 ft in length. Stumps, root balls containing excess soil, concrete or other attached debris are unacceptable. Grass, including loose grass, bagged grass, and grass clippings, is expressly excluded and considered Unacceptable. Exceptions must be approved in writing by CONTRACTOR prior to delivery. In case of approval on other items, such as larger limbs and trunks for storm cleanup, the material will be charged at the appropriate per ton rate shown in Exhibit A. Nothing in this Agreement expands or limits the materials the Facility is authorized to receive under its permits. Acceptance of materials remain subject to CONTRACTOR's permits and applicable law.

c. Materials shall be separated by commodity when practical until single stream containerization takes effect in 2028, unless otherwise approved in writing by CONTRACTOR.

d. Title to any material that does not conform to the definition of Acceptable Materials shall remain with CUSTOMER and shall not pass to CONTRACTOR at any time.

e. Any load containing unacceptable or contaminated material may be rejected, reclassified, redirected, handled, or charged in accordance with Exhibit C.

**4. Schedule.** CONTRACTOR shall operate on a schedule sufficient to provide timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, Memorial Day, or any inclement weather day as deemed necessary by CONTRACTOR. General operating hours are Monday through Friday, 7:00 a.m. to 5:00 p.m., and Saturday, 7:00 a.m. to 12:00 p.m. CONTRACTOR will provide alternative disposal options to CUSTOMER of other CONTRACTOR locations such as our North Raleigh facility in the event the Apex facility becomes unavailable for a period greater than 72 hours

**5. Rates and Payment.** Rates are set forth in Exhibit A. Exhibits B and C are incorporated into this Agreement. Payment is due by the 10th day of the month following the month in which the invoice is submitted, or within thirty (30) days of receipt by the CUSTOMER, whichever is later.

**6. Adjustments.** The fees identified in Exhibits A, B and C shall be adjusted annually on August 1, beginning August 1, 2027. Each annual adjustment shall equal the greater of: (i) three percent (3%); or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, not seasonally adjusted, Table 1, Expenditure Category "Water and Sewer and Trash Collection Services," Subcategory "Garbage and Trash Collection," as published by the U.S. Bureau of Labor Statistics. The CPI adjustment shall be calculated by comparing the index published for April of the adjustment year with the index published for April of the immediately preceding year. In no event shall the annual adjustment exceed six percent (6%). Additional changes in the fees may be negotiated if such adjustments arise from direct operational cost changes outside CONTRACTOR's control, including landfill, disposal, processing, fuel, or regulatory costs. Documentation supporting a change in fees will be provided to the CUSTOMER but said fees shall not be instituted or charged until the Parties agree to the change in writing.

a. Example: Using the latest available April-to-April data:

- **Garbage and Trash Collection CPI-U increase, April 2025–April 2026: 4.2%**
- Minimum increase: **3%**
- Maximum increase: **6%**

Because **4.2% is greater than 3% and below 6%**, the resulting fee increase would be **4.2%**

**7. Compliance and Permits.** CONTRACTOR shall maintain the permits and licenses required by law for the Services and shall perform the Services in material compliance with applicable laws, rules, and regulations.

**8. Points of Contact.** All communications from CONTRACTOR to CUSTOMER shall be directed to the Town Public Works Director. All communications from CUSTOMER to CONTRACTOR shall be directed to CONTRACTOR's General Manager or designee.

**9. Breach and Termination.** If either Party reasonably concludes that the other Party is in material breach, the non-breaching Party shall provide written notice describing the breach. The alleged breaching Party shall have thirty (30) days after notice to cure the breach or begin reasonable corrective action for matters requiring more than thirty (30) days. If the breach is not cured or reasonable corrective action is not begun within that period, the non-breaching Party may terminate this Agreement. Neither Party shall be liable to the other for special, consequential, or punitive damages. Either Party shall have the right to terminate this Agreement for convenience upon ninety (90) days written notice to the other Party. Termination for convenience shall not relieve CUSTOMER of responsibility for any amounts owed to CONTRACTOR for services provided, materials received, contamination charges, hauling charges, disposal charges, equipment charges, administrative fees, environmental fees, or other charges incurred prior to the effective date of termination.

**10. Indemnification.** CONTRACTOR shall indemnify and hold CUSTOMER harmless from and against claims, liabilities, demands, damages, losses, costs, expenses, and causes of action arising out of or resulting from CONTRACTOR's negligence or willful misconduct in the performance of Services or failure to comply with this Agreement.

Neither party shall be required to indemnify the other party for claims, liabilities, demands, damages, losses, costs, expenses, or causes of action arising from the other party's negligence, willful misconduct, or failure to comply with this Agreement.

**11. Force Majeure.** CONTRACTOR shall not be liable for failure to perform if the failure arises from causes beyond CONTRACTOR's reasonable control and without CONTRACTOR's fault or negligence, including acts of government, fires, floods, strikes, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or similar events.

**12. Assignment.** Neither Party may assign this Agreement without prior written approval of the other Party, which approval shall not be unreasonably withheld; provided, however, CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without prior approval of CUSTOMER if said affiliate is continuing Services at the Facility location in the Town of Apex, NC. Notwithstanding the foregoing, if CONTRACTOR is temporarily unable to provide services at the Facility identified in this Agreement, the Parties may agree in writing to temporary delivery of Acceptable Materials to one of CONTRACTOR'S affiliates. For purpose of this section 12 only, electronic communication is considered "in writing."

**13. Insurance.** CONTRACTOR shall maintain insurance as required by State law, including general liability, workers compensation, and motor vehicle insurance. The required coverages may be provided by CONTRACTOR's parent corporation and will be in the minimum amounts listed below:

| Coverage                         | Limit                             |
|----------------------------------|-----------------------------------|
| Workers Compensation             | Statutory / \$1,000,000 aggregate |
| Employer's Liability             | \$1,000,000 each occurrence       |
| Bodily Injury Liability          | \$1,000,000 each occurrence       |
| Excess Auto Liability            | \$1,000,000 aggregate             |
| Automobile Combined Single Limit | \$1,000,000 each accident         |
| Property Damage Liability        | \$2,000,000 each occurrence       |
| Excess Umbrella Liability        | \$2,000,000 aggregate             |

**14. Mediation.** Any controversy or claim arising out of or related to this Agreement that cannot be amicably resolved may be submitted to mediation in Wake County, North Carolina upon agreement of the Parties.

**15. Notices.** All notices shall be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail, or facsimile with receipt confirmed. Notices shall be effective when received, except notices by registered or certified mail shall be effective three (3) days after mailing if received within five (5) days, or when actually received if later.

If to CONTRACTOR: Liberty Waste Solutions, Attn: General Manager, 2126 Garner Road, Raleigh, NC 27610

If to CUSTOMER: Town of Apex, Attn: John Mullis, Public Works Director, PO Box 250, 105A Upchurch St., Apex, NC 27502

**16. Entire Agreement; Counterparts.** This Agreement, including all exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements relating to the Services. This Agreement may be executed in counterparts, each of which shall be deemed an original.

**17. E-Verify.** CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). CONTRACTOR shall require all of CONTRACTOR’s subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

**18. Anti-Human Trafficking.** CONTRACTOR warrants and agrees that no labor supplied by CONTRACTOR or its subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

**19. Nondiscrimination.** Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, CONTRACTOR hereby warrants and agrees that CONTRACTOR will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement “protected class” includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

**20. Nonappropriation.** Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the CUSTOMER are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the CUSTOMER to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the CUSTOMER.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**The Town of Apex, North Carolina**

**Wall Recycling, LLC d/b/a Liberty Waste Solutions**

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

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

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

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

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

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

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

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

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

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

## EXHIBIT A

### NON-EXCLUSIVE RECEIVER OF ACCEPTABLE MATERIALS

Acceptable Materials is defined in Section 3 of the Agreement.

The fees to receive, process, and dispose of acceptable materials are as follows:

| Material         | Rate            |
|------------------|-----------------|
| Leaves           | \$34.25 per ton |
| Brush            | \$25.12 per ton |
| Wood chips       | \$25.12 per ton |
| Other Commingled | \$25.12 per ton |

A one-ton minimum fee applies to all inbound loads. CONTRACTOR will provide weight tickets for all inbound loads.

**Termination for Convenience – Non-Exclusive Service Model.** If Customer elects to proceed under the non-exclusive pricing model, Customer acknowledges that Contractor is not being granted exclusive rights to receive, process, or dispose of Customer's acceptable yard waste materials and that Customer may use other disposal or processing outlets at its discretion. Accordingly, Contractor shall have the right to terminate the non-exclusive service arrangement, refuse future loads, or discontinue acceptance of materials from Customer for convenience upon ~~thirty (30)~~ ninety (90) days' written notice to Customer.

Termination or discontinuation under this provision shall not relieve Customer of responsibility for any amounts owed to Contractor for services provided, materials received, contamination charges, hauling charges, disposal charges, equipment charges, administrative fees, environmental fees, or other charges incurred prior to the effective date of termination. Contractor may also immediately reject or refuse any load that does not comply with the Agreement, facility rules, permit requirements, or applicable law.

**EXHIBIT B**  
**DUMPSTER RENTALS**

This Exhibit applies to the rental, hauling, and disposal charges for available open-top roll off dumpsters provided by CONTRACTOR to CUSTOMER. The fees below apply when dumpsters are staged at CUSTOMER's location within the Town limits of Apex, sized as available and appropriate.

| Charge Type                        | Definition                                                                                                                                                                           | Charge                                                                                                     |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Rental Fee                         | Daily rental charge for each roll-off dumpster after fourteen (14) days of inactivity. "Inactivity" means the dumpster remains staged without being hauled, exchanged, or removed.   | \$11.00 per day after 14 days of inactivity                                                                |
| Container Movement Charge          | One time charge for first delivery of any container, customer requested relocation, dry run (customer requested haul where container is inaccessible or haul canceled after arrival) | \$125 fee for each occurrence, plus 12% environmental fee                                                  |
| Haul to CONTRACTOR's Apex Yard     | Hauling charge for transporting acceptable material to CONTRACTOR's Apex Yard.                                                                                                       | \$275.00 per haul, plus 12% environmental fee                                                              |
| Disposal at CONTRACTOR's Apex Yard | Disposal charge for acceptable leaves, brush, and wood chips delivered to CONTRACTOR's Apex Yard.                                                                                    | Applicable per-ton rate in the Exhibit A,, subject to a one-ton minimum                                    |
| Haul to South Wake Landfill        | Hauling charge for transporting material to South Wake Landfill.                                                                                                                     | \$250.00 per haul, plus 12% environmental fee                                                              |
| Disposal at South Wake Landfill    | Disposal charge for material delivered to South Wake Landfill.                                                                                                                       | Actual disposal cost per ton per weight ticket, plus 25% administrative markup, plus 12% environmental fee |
| Minimum Tonnage                    | Minimum chargeable tonnage for each haul.                                                                                                                                            | One-ton minimum applies to all hauls                                                                       |

Hauling calculation: Base haul rate x 1.12 (Environmental fee)

South Wake Landfill disposal calculation: Tons disposed, subject to a one-ton minimum, x actual disposal rate per ton x 1.25 (Administrative) x 1.12 (Environmental fee)

Unless otherwise approved in writing by CONTRACTOR, material delivered to CONTRACTOR's Facility under this Exhibit is limited leaves, twigs, small limbs, weeds, vines, brush, hedge trimmings, shrubbery clippings, plant trimmings, wood chips, hay straw, pine straw, pine cones and small shrubs. Any other material may be rejected, redirected, or charged under Exhibit C.

## EXHIBIT C

### MATERIAL ACCEPTANCE, CONTAMINATION PROCESS, AND CHARGES

This Exhibit applies to all materials delivered by or on behalf of CUSTOMER to any facility operated or designated by CONTRACTOR.

**1. Acceptable Materials.** Unless otherwise approved in writing by CONTRACTOR prior to delivery, "Acceptable Materials" is as defined in Section 3 of the Agreement.

**2. Unacceptable Materials.** All materials other than Acceptable Materials (defined in Section 3) are unacceptable unless approved in writing by CONTRACTOR prior to delivery. Grass, including loose grass, bagged grass, and grass clippings, is expressly excluded unless approved in writing by CONTRACTOR prior to delivery.

**3. Contaminated Loads.** Loads containing more than 5% by volume of unacceptable materials may be rejected, redirected to Raleigh or Durham Transfer Stations as Municipal Solid Waste (MSW), or placed in the Construction & Demolition (C&D) pile and charged a fee to move. Loads containing hazardous waste, regulated waste, or prohibited items may be rejected regardless of percentage. CUSTOMER has the ability to manually remove visual contamination once load is discharged from the truck. If removing visual contamination takes longer than 15 minutes, wait charges will apply at the Sorting/Cleanup labor rates below. At CONTRACTOR's discretion, Equipment may be used to manage the load and will be charged at the rates below.

**4. Inspection and Documentation.** All loads are subject to inspection upon arrival, before unloading, during unloading, after tipping, and during handling or processing. CONTRACTOR may document any unacceptable or contaminated load using scale tickets, photographs, video, notes, and related records. Discovery after acceptance or unloading does not relieve CUSTOMER of responsibility for the load or related charges as outlined below. Documentation in the form of pictures will be provided.

**5. Contractor Rights.** If unacceptable or contaminated material is delivered, CONTRACTOR may reject the load, require removal, reload the material, reclassify the load, sort or handle the material, redirect it to South Wake Landfill or another approved facility, assess applicable charges, suspend future acceptance, require pre-approval of future loads, or terminate acceptance of material from CUSTOMER.

**6. Charges.** If unacceptable or contaminated material is identified, CUSTOMER shall be responsible for all applicable charges below. Charges are cumulative and may be assessed in addition to normal disposal, processing, transportation, or service charges. Based on the severity of the contamination, CONTRACTOR may: reject the entire load, require removal, reclassify the load, or separate materials according the rates below and still bill per ton.

| Charge Type                     | Definition                                                                                                                              | Charge                                                                                    |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Contamination Fee               | Fee assessed when unacceptable material or contamination is found in a load.                                                            | \$40.00 minimum per occurrence                                                            |
| Sorting / Cleanup Labor         | Labor to remove contamination, clean the tipping area, reload material, or separate unacceptable items.                                 | \$160.00 per labor hour, billed in 15-minute increments                                   |
| Equipment Time                  | Loader, excavator, skid steer, truck, container, or other equipment used to manage the load.                                            | \$160.00 per equipment hour, billed in 15-minute increments                               |
| Rejected Load / Reload Fee      | Fee assessed when a load must be rejected, reloaded, removed, or handled separately.                                                    | \$100.00 minimum per occurrence                                                           |
| Reclassification Charge         | Charge when a load cannot be handled as acceptable yard waste and is reclassified as MSW, C&D, special waste, or another material type. | MSW, C&D, special waste, or other disposal rate and all other applicable charges and fees |
| Haul to South Wake Landfill     | Hauling charge when material must be transported to South Wake Landfill or another approved disposal facility.                          | \$250.00 per haul, plus 12% environmental fee                                             |
| Disposal at South Wake Landfill | Actual disposal cost charged by South Wake Landfill or another approved facility.                                                       | Actual disposal cost per ton, plus 25% administrative markup, plus 12% environmental fee  |

|                   |                                                                                                                         |                                                                        |
|-------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Third-Party Costs | Any third-party transportation, disposal, testing, regulatory, special handling, or related costs not otherwise listed. | Actual cost plus 25% administrative markup, plus 12% environmental fee |
|-------------------|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|

**7. Storm or Special Events.** For storm, emergency cleanup, or special collection events, CUSTOMER shall coordinate with CONTRACTOR in advance regarding material type, quantity, timing, size, and delivery method. Materials other than clean leaves, twigs, small limbs, weeds, vines, brush, hedge trimmings, shrubbery clippings, plant trimmings, wood chips, hay straw, pine straw, pine cones and small shrubs, remain prohibited unless approved in writing by CONTRACTOR prior to delivery.

**8. Customer Responsibility.** CUSTOMER is responsible for ensuring that all material delivered by CUSTOMER, its employees, contractors, subcontractors, agents, haulers, or residents acting through a CUSTOMER-managed program complies with this Agreement.

**9. Repeated Contamination.** Repeated delivery of unacceptable or contaminated material may result in account review, revised pricing, suspension of acceptance privileges, required pre-approval of future loads, or termination of CONTRACTOR's acceptance of material from CUSTOMER.