

SOLID WASTE and RECYCLABLE MATERIALS COLLECTION, TRANSPORTATION AND DISPOSAL/PROCESSING AGREEMENT

This SOLID WASTE and RECYCLABLE MATERIALS COLLECTION, TRANSPORTATION AND DISPOSAL/PROCESSING AGREEMENT (this "Agreement") is made and entered into this the __ day of 2025, by and between the Town of Apex, a North Carolina municipal corporation, hereinafter referred to as "CUSTOMER" or "Town", and Waste Industries, LLC dba GFL Environmental, with its principal business offices located at 1000 Social Street, Ste. 1100, Raleigh, NC 27609, hereinafter referred to as "CONTRACTOR." CUSTOMER and CONTRACTOR may be individually referred to as "Party" or collectively referred to as "Parties" throughout this Agreement.

WITNESSETH

WHEREAS, pursuant to Article 16 of Chapter 160A of the North Carolina General Statutes, CUSTOMER is authorized to provide for the collection of residential curbside solid waste and recyclable materials of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste and recyclables collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect residential curbside solid waste and recyclable materials from within its boundaries as described in this Agreement, and in accordance with all applicable laws, including, without limitation, the ordinances of the Town of Apex and the law of the State of North Carolina.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term: This Agreement shall be binding on the Parties for a period of ten and one-half (10 1/2) years beginning February 1, 2026, and ending June 30, 2036 (the "Initial Term"), unless terminated earlier in accordance with the terms of this Agreement. The Parties hereto may, by mutual consent, extend the term of the Agreement for additional two (2)- one- year extensions (or any term allowable by law). This Term shall not apply to the limited provision of commercial services as described in Section 3(f) of this Agreement.

2. Definitions. The following definitions shall apply to this Agreement:

2.01 Accessibility Exception (also referred to as "Special Collection Customers" or "Back Door Service") means rear-yard or other special handling service provided to individuals who are unable to place their Solid Waste or Recyclable Materials curbside due to a Physical Impairment, and where no other person capable of doing so resides in the dwelling. Special needs Accessibility Exception households are verified by Town of Apex Public Works, assuring a single resident within the household has a physical impairment precluding them from bringing Cart to the curb.

2.02 Building Material See Construction Debris.

2.03 **Bulky Waste** means residential waste items that are too large to fit in the supplied Solid Waste Cart.

2.04 **Cart** means a Solid Waste or Recyclable Materials receptacle furnished by the CONTRACTOR, with a capacity between 65 and 96 gallons. It must be constructed of plastic and metal with wheels, handles, and a tight-fitting lid capable of preventing vector entrance. It must also be designed to be lifted and emptied mechanically, and its mouth must be wider than or equal to its base. CONTRACTOR is responsible for the repair and replacement of damaged Carts for Residential Unit and Town Facility customers, the bulk delivery of Carts to designated Town Facilities, and providing the CUSTOMER with Cart inventory.

2.05 **Cityworks** means Enterprise Asset Management (EAM) software platform designed to manage infrastructure, assets, and work processes.

2.06 **Collection Schedule** means the days of collection authorized by the Contract.

2.07 **Complaint** means an expression of dissatisfaction, made through any channel, regarding the standard of service, actions, or lack of action by the CONTRACTOR or its staff. Complaints include, but are not limited to: Missed Pick Up, spills, grease deposits on carts, hydraulic leaks (excluding unexpected ruptured hoses beyond the CONTRACTOR's control), dropped trash, broken glass, broken waste containers, and misplaced containers.

2.08 **Construction Debris** Means waste building materials resulting from construction, remodeling, repair, or demolition operations conducted by the property owner or tenant.

2.09 **Dedicated Customer Service Support Center** Means a CONTRACTOR-operated and human-staffed support center with a Local Presence. It must be capable of receiving real-time phone calls, voicemails, texts, and inbound emails during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) on Scheduled Collection days. The CONTRACTOR is responsible for providing a dedicated phone number and email address for this center.

2.10 **Dedicated Field Representative** Means a dedicated employee provided by the CONTRACTOR exclusively for the Town, who must be physically present within Town limits at all times during collection operations. This person serves as the primary liaison to the Town, responsible for complaint resolution, customer engagement, and working directly with the Town's Solid Waste Manager or Contract Administrator. This is a non-collection role, and the representative is prohibited from performing routine collection tasks. However, they are authorized to perform a single-location collection if it is done specifically to respond to and resolve a complaint.

2.11 **Dumpster Container** Means a large receptacle (typically 2, 4, 6, or 8 cubic yards) designed to be lifted and emptied mechanically. Dumpsters are furnished by the CONTRACTOR for use at commercial, industrial, or Town properties with waste streams that exceed the capacity of Roll-Out Carts. The CONTRACTOR is responsible for the repair and replacement of damaged dumpsters.

2.12 **Garbage** means animal and vegetable matter resulting from the handling, preparation, cooking, and consumption of food, including the minimum amount of incidental liquid; non-

hazardous waste; properly contained medical waste; discarded food/beverage containers; glass; and discarded items. This definition *excludes* any items defined as Bulky Waste, Construction Debris, Hazardous Waste, or Unacceptable Solid Waste.

2.13 Hazardous Waste Means waste in any amount that is defined, characterized, or designated as hazardous by the U.S. Environmental Protection Agency or appropriate State Agency, or is otherwise regulated under Federal or State Law. For the purposes of this Contract, this term also includes (but is not limited to) motor oil, gasoline, paint, paint cans, and household cooking oils.

2.14 Littering means allowing spilled or wind-blown materials to fall from the CONTRACTOR'S truck hopper or to fall to the ground during the process of emptying Carts and Dumpster containers.

2.15 Local Presence means to have a tangible, physical, and established base of operations within Wake County or within a 30-mile radius of Apex.

2.16 Missed Pick Up means a Complaint alleging that the Scheduled Collection of Solid Waste or Recyclable Materials was not made on the scheduled date and the pick up was not made by 8:00 p.m. on the day after it was reported. Complaints that are verified to be the result of a Resident Error are not considered a Missed Pick Up.

2.17 Qualifying Complaint means a Complaint against the CONTRACTOR that is not resolved by 8:00 p.m. on the following business day. A Complaint that is invalid due to an error on the part of the complainant, inaccuracy of the information provided as support for the Complaint, or Resident Error is not a Qualifying Complaint. The CONTRACTOR must provide evidence (e.g., photos, video) to dispute any Qualifying Complaint.

2.18 Recyclable Materials means materials that are collected, separated, or processed and reused as raw materials or products:

- **Recyclable Materials** includes aluminum and metal cans, newspapers, non- hazardous plastics that pour (opening is smaller than base of the body) such as milk jugs, water jugs, soft drink bottles, and detergent bottles, paper, magazines, cardboard, glass (green, brown, clear), glass bottles and jars, paper, paperboard (e.g., cereal/shoe boxes), cardboard egg cartons, plastic bottles, plastic tubs, plastic jugs, plastic jars, juice boxes, table-top paper cartons, metal food cans, yogurt cups, sports drink bottles, magazines, junk mail, catalogs, and phone books.

Margarine containers, frozen food trays, plastic wrap, plastic bags, Styrofoam, stamps/stickers in junk mail, motor oil bottles, aerosol cans, batteries, aluminum foil, clothing, ceramic materials, clothing, diapers, electronics, medical waste, plastic cups, lids and straws, shredded paper, scrap metal/wood, tires, toys, hoses and wires, and pesticide bottles are not considered Recyclable Materials for the purpose of this Agreement.

Items included in the definition of Recyclable Materials may be added or deleted based on whether items are accepted at the material recycling facility.

2.19 **Resident** means an individual living in a Residential Unit that is included in the Services.

2.20 **Resident Error** means a collection was missed for reasons within the Resident's control and outside the CONTRACTOR'S control, including the Cart not being at the curb when required, or otherwise being inaccessible, blocked, overfilled, lid open, contaminated, or prohibited items being placed in the Cart.

2.21 **Residential Unit** means a dwelling within the corporate limits of the Town of Apex occupied by a person or group of persons comprising not more than four (4) families. A condominium dwelling, whether of single or multi-level construction, consisting of separate single-family dwelling units, shall be treated as a Residential Unit. However, each single-family dwelling within such a unit shall be billed separately, *unless* their service is provided by a dumpster, in which case they will be billed according to the dumpster rate schedule.

2.22 **Scheduled Collection** means the day and frequency which CONTRACTOR is to provide Solid Waste and Recyclable Materials collection to Residential Units and Town Facilities as determined by this Agreement.

2.23 **Solid Waste** means a mixture of Garbage, refuse, or trash, generated from Residential Units, Town Facilities, and commercial businesses. This includes non-hazardous organic and inorganic materials such as paper, plastics, and food scraps. Solid Waste does not include construction and building materials including earth, stone, cement and gravel and any other debris left from work performed in residences including castings, sheet rock, plaster, lumber, doors and windows, leaf and Yard Waste, automobile parts including batteries, any bulk item or any hazardous material or otherwise material not accepted at landfill.

2.24 **Town Facility** means any property owned or managed by the Town of Apex, North Carolina and designated in Exhibit B.

2.25 **Unacceptable Solid Waste** means:

- (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;
- (ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste

including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

- (iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

2.26 Yard Waste means organic materials harvested from a residential lot, typically consisting of grass clippings, brush, pine needles, tree limbs, shrubbery clippings, and leaves.

3. Services. CONTRACTOR hereby agrees to collect and transport Solid Waste and Recyclable Materials in the Town of Apex from Residential Units and Town Facilities, and Solid Waste and Recyclable Materials from commercial properties, as described in this Agreement, from the point of pickup to a solid waste disposal site or materials recycling facility (the "Services"). For the purposes of this Agreement, the CONTRACTOR shall dispose of Solid Waste at the South Wake Landfill located at 6300 Old Smithfield Rd., Apex, NC 27539. Recyclable Materials shall be disposed of at a recycling processing/separation center of the CONTRACTOR'S choosing as long as the center is licensed and permitted by the appropriate regulatory bodies and is in compliance with all applicable law, rules, and regulations. The Services are more particularly described below:

- a) Residential Solid Waste Collection - CONTRACTOR shall provide a 96-gallon Cart, and provide Services for said Cart, on a once per week basis at each Residential unit. Carts must be placed at the curb no later than 6:00 a.m. on the Scheduled Collection day. Carts must be placed in a manner suitable to be emptied by the automatic dumping arm of the refuse vehicle where available/appropriate.
- b) Residential Recyclable Materials Collection – CONTRACTOR shall provide a 96-gallon Cart, and provide Services for said Cart, on a once per week basis at each Residential Unit. To receive Services, Carts must be placed at the curb no later than 6:00 a.m. on the scheduled day of service and must be placed in a manner suitable to be emptied by the automatic dumping arm of the refuse vehicle where available/appropriate.
- c) CONTRACTOR will provide an Accessibility Exception to elderly, injured, ill, or handicapped Residents receiving Services that are incapable of placing Carts curbside. Such Residents shall be identified and approved by CUSTOMER and qualifications for such special collection shall be determined by a written doctor's note. CUSTOMER shall maintain and provide the CONTRACTOR with a list of these addresses for this Accessibility Exception service. Such collection will be from a front or side door that is visible to the street. This collection will include CONTRACTOR physically taking the Cart by hand to the collection vehicle, emptying the Cart, and returning it to the location upon which it was placed on the

Scheduled Collection day. CONTRACTOR shall not charge any additional cost for this service but may request CUSTOMER to re-evaluate any address where evidence of abuse of the service may exist. These Accessibility Exception collections will not exceed 5% of total Carts serviced.

- d) CONTRACTOR shall provide Services to all Residential Units approved by the Town and shall provide Services from publicly and privately maintained streets and roads, including but not limited to, alleyways, cul-de-sacs, hammerhead turnarounds, and similar locations. Notwithstanding the foregoing, CONTRACTOR is not required to provide collection to any street that is not safely passable by the CONTRACTOR's equipment. CONTRACTOR shall notify the CUSTOMER of the limitations and impassability of CONTRACTOR's equipment on such streets so items for collection can be relocated and placed where practicable for collection.
- e) CONTRACTOR shall provide a 96-gallon Cart for Solid Waste and a 96-gallon Cart for Recyclable Materials and shall provide Services for Town of Apex Town Facilities identified in this Agreement. Current 65-gallon Carts shall be serviced in accordance with this subsection (e) until replaced with 96-gallon Carts by CONTRACTOR. The CONTRACTOR will perform said Services at the locations and cost as set forth in Exhibit B, attached hereto and incorporated herein. Service frequencies and/or Dumpster Container quantities and/or sizes may be adjusted upon the CUSTOMER'S request to the CONTRACTOR.

CONTRACTOR agrees to weigh the Recyclable Materials and Solid Waste Carts and Dumpster Containers upon request, as a group, on a quarterly basis at no additional cost to the CUSTOMER and will provide feedback regarding said weight to the CUSTOMER. CONTRACTOR will maintain all Carts and Dumpster Containers and repair/replace as needed.

CONTRACTOR shall empty Dumpster Containers at Town Facilities at the locations and frequencies and for the rates shown in Exhibit B. Dumpster Containers shall be labeled with the CONTRACTOR'S logo and clearly marked as either garbage or solid waste, or recycling and shall be kept in good working condition. CONTRACTOR is responsible for removing Solid Waste or Recycling Materials that fall off or out of the Dumpster Container during service.

- f) CONTRACTOR currently provides Solid Waste and Recyclable Materials Services at certain commercial locations in the Town of Apex ("Commercial Services") pursuant to the Recycling Collection and Solid Waste Collection and Disposal Services Agreement entered into between Waste Industries, LLC and the Town of Apex in June 2016 ("Prior Agreement"). These Commercial Services will be provided at the rates provided for in the Prior Agreement. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR will continue to provide those Commercial Services as provided for in the Prior Agreement until a date mutually agreed upon by the Parties but no later than June 30, 2026, after which Commercial Services will no longer be provided to CUSTOMER as part of either the Prior Agreement or this Agreement. For the purposes of this subsection (f) only, the Parties may agree to the termination of

Commercial Services at any time prior to June 30, 2026, via confirmation through electronic mail.

4. Special Provisions. The following special provisions shall apply to the Services.

4.01 Manner of Services.

- a) The CONTRACTOR shall provide curbside Services to each Residential Unit every week and on the corresponding Scheduled Collection day.
- b) Scheduled Collection days are subject to change and all changes will be mutually agreed upon by the CUSTOMER and the CONTRACTOR. The CONTRACTOR shall notify the Town of Apex Public Works Director to request a re-rebalancing of any Residential Unit route.
- c) If any Scheduled Collection route will not be collected due to circumstances beyond the control of the Parties, the CONTRACTOR shall be responsible for communicating any changes to the Services to the Town of Apex Solid Waste Manager (or designee) at no cost to the CUSTOMER.

4.02 Solid Waste Services

- a) All Solid Waste must be bagged and placed inside the Carts for collection.
- b) Cart lids are expected to be closed for health and safety reasons; however, Service is required if the lid is open 6 inches or less.
- c) Should Solid Waste spill during collection, CONTRACTOR shall pick up any scattered Solid Waste from the street, roadway, or public property.
- d) CONTRACTOR is not responsible for the collection, transportation and disposal of Unacceptable Solid Waste, as defined in this Agreement.
- e) Title to Unacceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4.03 Recycling Materials Services

- a) Recyclable Materials will be collected and transported separately from Solid Waste.
- b) All Recyclable Materials must be cut down to fit into the supplied Cart.
- c) Should Recyclable Materials spill during collection, CONTRACTOR shall pick up any scattered Recyclable Materials from the street, roadway, or public property.
- d) Cart lids are expected to be closed; however, Service is required if the lid is open 6 inches or less.

- e) The CONTRACTOR will take precautions to prevent the mixing of Solid Waste and Recyclable Materials.

4.04 Location of Residential Carts

- a) Carts to be serviced shall be located curbside. Curbside refers to the side of a road, street, or alley that is closest to a curb. Carts that are located in alleyways which may be safely traveled by CONTRACTOR'S vehicles or equipment shall also be serviced.
- b) Carts are to be placed as close to the street or road as practicable without interfering with or endangering the movement of vehicles or pedestrians.
- c) When construction work is being performed on the street, road, or right-of-way, the Cart shall be placed as close as practicable to an access point for the CONTRACTOR'S collection vehicle.
- d) The CONTRACTOR may decline to collect any Cart not properly placed, except for those that are otherwise placed as part of an Accessibility Exception.

4.05 Collection Criteria

- a) CONTRACTOR shall collect Solid Waste and Recyclable Materials separately from each other, and shall not combine loads of different material types.
- b) CONTRACTOR is responsible for all disposal and processing costs.
- c) CONTRACTOR'S employees shall provide Services with as minimal an amount of noise and disturbance to Residents and businesses as possible, shall be courteous at all times, and shall not use loud or profane language.
- d) CONTRACTOR shall exercise all reasonable care and diligence in the performance of Services.
- e) Carts and Dumpster Containers shall be completely emptied and shall be returned to an upright position following collection.
- f) After being emptied, Carts and Dumpster Containers shall be returned in a manner so as not to block driveway access or block or obstruct sidewalks.
- g) CONTRACTOR'S employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with the Services.
- h) CONTRACTOR'S vehicles shall not unduly interfere with vehicular

or pedestrian traffic.

- i) CONTRACTOR'S vehicles shall not be left on the street unattended. The CONTRACTOR acknowledges that collection points on roads, streets, or public rights of way may be within utility easements. CONTRACTOR'S vehicles and employees shall not interfere with, damage, or destroy mailboxes, water meters, transformers, guy wires, utility poles, decorative walls, plant material, and irrigation structures.
- j) CONTRACTOR is responsible for any damage caused by the Services and shall promptly repair or have repaired at no cost to the CUSTOMER or a private property owner any damage caused by the Services. If such repairs are made by or at the direction of the CUSTOMER or a private property owner, the CONTRACTOR shall reimburse the CUSTOMER or private property owner for said repairs.
- k) CONTRACTOR shall not Litter or cause any spillage to occur during the Services. All collected Solid Waste and Recyclable Materials shall be contained, tied, or enclosed to prevent leaking, spilling, or falling from the collection vehicle. In the event CUSTOMER is required to remove any Solid Waste or Recyclable Materials that have fallen or spilled over from any Service vehicle, CONTRACTOR will reimburse CUSTOMER for the cost of said removal.
- l) In the event of any confirmed spillage, leakage, or Solid Waste or Recyclable Materials falling from a CONTRACTOR'S vehicle, CONTRACTOR shall immediately, and no later than the end of the same day, clean up all spillage or leakage at no cost to the CUSTOMER. The CONTRACTOR is fully responsible for cleaning such spills, leaks, or fallen Solid Waste or Recyclable Materials per local, state, and federal regulatory standards and to the satisfaction of the Town of Apex Solid Waste Manager. Remediation shall include resealing or resurfacing of the street or road if warranted due to the severity of the damage.
- m) CONTRACTOR will not be responsible for the cleanup of spillage or leakage caused by a third party and upon satisfactory proof of the same provided to the Town of Apex Solid Waste Manager the same shall not be counted as a Qualifying Complaint.
- n) CONTRACTOR shall use competent, qualified, sober, drug-free personnel to provide the Services pursuant to this Agreement. CONTRACTOR'S employees shall adhere to a no smoking policy while performing Services for the CUSTOMER.
- o) CONTRACTOR shall devote sufficient personnel, time, and attention to the Services to CUSTOMER to ensure satisfactory performance to

the CUSTOMER.

- p) In the performance of the Services, CONTRACTOR shall not employ any person who engages in illegal activity, unprofessional or detrimental conduct, or is incompetent or negligent in the due and proper performance of his or her duties pursuant to this Agreement. The CONTRACTOR shall furnish such supervision, labor, and equipment as is considered necessary for the fulfillment of the Services in an acceptable manner and schedule.
- q) CONTRACTOR'S employees shall wear company uniforms clearly labeled with the name of the CONTRACTOR and the employee. CONTRACTOR'S employees shall wear CONTRACTOR shirts at all times, but if weather conditions require, employees may wear t-shirts with the CONTRACTOR'S logo prominently displayed. In lieu of uniforms, temporary or leased labor may wear brightly colored safety vests with the CONTRACTOR'S logo prominently displayed. Clothing will be as neat and clean as circumstances reasonably permit.
- r) All of the CONTRACTOR'S employees shall be qualified and appropriately trained for the tasks assigned to them. The CONTRACTOR shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all applicable laws. CUSTOMER has the right to review CONTRACTOR'S training records upon request.
- s) Employees driving the CONTRACTOR'S vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of North Carolina for the class appropriate to the weight of the vehicle being driven. CUSTOMER reserves the right to require the CONTRACTOR to provide proof of compliance with all laws regarding Commercial Driver's Licenses, specifically information regarding drug testing.
- t) The CONTRACTOR'S employees, officers, agents, and subcontractors shall, at no time, identify themselves or in any way represent themselves as being employees of the Town of Apex.
- u) CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law and maintain the same in full force and effect. Any revocation of CONTRACTOR'S licenses or permits shall be reported to the Town of Apex Solid Waste Manager within three (3) business days.
- v) The CONTRACTOR shall notify the Town of Apex Public Works Director, by telephone, of all vehicular accidents occurring during the

performance of the Services within twenty-four (24) hours of the accident.

4.06 Service Vehicles

- a) CONTRACTOR shall provide an adequate number of vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are to be utilized to collect Solid Waste and Recyclable Materials.
- b) All vehicles required to provide the Services specified herein shall be on hand and in good working order while performing the Services.
- c) All of the CONTRACTOR'S vehicles used in performance of the Services shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's hopper area during loading and transport operations.
- d) All vehicles shall be kept in clean condition at all times.
- e) All vehicles shall be licensed in the State of North Carolina and shall operate in compliance with all applicable state, federal, and municipal regulations.
- f) All vehicles shall be manufactured and maintained to conform to ANSI Standard Z245.1.
- g) Service vehicles shall be painted a uniform color and exterior paint and markings must be kept in good condition.
 - Each vehicle shall be serially numbered in lettering at least five (5) inches high and shall also bear the name and phone number of the CONTRACTOR plainly visible on both sides of the vehicle.
 - All vehicles shall be sufficiently secure to prevent Littering of any material and leakage of fluid. No vehicles shall be willfully overloaded.
 - Each vehicle shall be equipped at all times with all safety supplies, equipment, and first aid supplies required by applicable law; fire extinguisher; heavy-duty broom, rake, and large dustpan; spill response kit; audible backup warning device.
 - The CONTRACTOR shall also have on hand and maintain sufficient reserve Service vehicles.
 - The use of reserve Service vehicles shall include, but not be limited to, occasions when frontline vehicles are out of service, or when unanticipated delays will prevent frontline vehicles from completing the collection route(s) within the established hours of collection.
 - Reserve vehicles shall be in service within two (2) hours of any breakdown or delay of frontline vehicles. Reserve vehicles shall

- be similar in size and capacity to that of frontline vehicles.
- The CUSTOMER reserves the right during the term of the Agreement, with reasonable notice to the CONTRACTOR, to inspect the CONTRACTOR'S service facility and vehicles providing Services to the CUSTOMER.

h) Certain collection points in the Town of Apex require a special-sized Solid Waste/Recyclable Materials vehicle that can maneuver a twelve (12) foot wide one-way alley for collection. These locations are listed as Alley Streets in Exhibit B. CONTRACTOR warrants and agrees that it has such vehicles in its possession and agrees to utilize them at the locations specified herein.

4.07 Service Impediments

4.07.1 During the term of this Agreement impediments to Service may arise that require special effort by the CONTRACTOR to perform Services. When conditions require special efforts to complete the Services, the CONTRACTOR shall make these additional efforts at no additional cost to the CUSTOMER.

4.07.2 If the impassability of a road, street, or alley due to extreme weather conditions is anticipated to last for only one or two Scheduled Collection days, CUSTOMER may elect to delay Services until conditions improve. When this occurs, the CONTRACTOR shall provide Services as described in an Adverse Weather Plan which shall be submitted by the CONTRACTOR to the CUSTOMER for review and approval within 30 days of execution of this Agreement and again by July 1 of each year of the Agreement.

4.07.3 Periodically, major renovation is necessary to maintain the infrastructure of the CUSTOMER, including such activities as replacing gas, water, and sewer lines, surfacing, or resurfacing streets, and replacing wiring for telephone, electricity, or cable television. In such event, the following shall apply:

- a) If the Town of Apex Solid Waste Manager (or designee) is notified in advance of these activities, the CONTRACTOR will be notified and the Parties will work in good faith to identify an alternative route or methodology for providing Services. CONTRACTOR shall identify an alternative collection method for the CUSTOMER to review and approve.
- b) In the event of an impassable obstruction in a road, street, or alley that makes performance of Services impossible, the CONTRACTOR shall immediately notify the CUSTOMER.
- c) If an illegally parked vehicle blocks a road, street, or alley, the CONTRACTOR must inform the Town of Apex Solid Waste Manager. If the vehicle is removed within four hours of notification, Services must be provided on the Scheduled Collection

day. If the vehicle is not removed by the end of the Scheduled Collection day and there is no other access to the Carts, the CONTRACTOR shall, upon notification to and approval by the Town of Apex Solid Waste Manager, provide collection at the start of shift on the following day. The CONTRACTOR is responsible for follow-up with the Town of Apex Solid Waste Manager until the vehicle is removed.

5. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be marked by CONTRACTOR name and/or CONTRACTOR logo. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term of this Agreement. CONTRACTOR will be responsible for repair/replacement for all Carts due to normal wear and tear. All Carts remain the property of the CONTRACTOR.

6. Employees: CONTRACTOR'S employees will be required to wear uniforms that display the name of the CONTRACTOR. Each employee will carry a valid driver's license to operate the type of vehicle he/she is required to operate. The CONTRACTOR shall be responsible for the safety training of each of their employees.

7. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service and will comply with the following:

7.1 Routes and Scheduled Collection days are as detailed in Exhibit B. Solid Waste and Recyclable Material collection shall occur on the same day for each Residential Unit and Town Facility unless modified in accordance with Section 4.01(b).

7.2 Services shall not start before 6:00 am or continue after 8:00 pm without prior approval from the Town of Apex Public Works Director.

7.3 Except for Town Facilities, collection from Dumpster Containers is not permitted on Saturdays or Sundays except by permission of the CUSTOMER or on a scheduled holiday collection.

7.4 All routes shall be completed on the regular Scheduled Collection day, unless the CONTRACTOR has notified the Town of Apex Solid Waste Manager via email that conditions, including weather, make collection at the scheduled time impossible and receives approval to extend or modify operating hours in order to provide Services for the maximum number of Residential Units possible.

7.5 A route shall be deemed incomplete if two percent (2%) or more of the Residential Units on the route did not receive regularly scheduled Service.

7.6 The following shall be holidays for purposes of this Agreement: Labor Day, New Year's Day, Independence Day, Memorial Day, Thanksgiving Day, Christmas Day, and any other day the South Wake Landfill is closed.

7.7 CONTRACTOR may decide to observe any and all of the above-mentioned holidays by suspension of Services on the holiday, but such decisions in no manner relieve the

CONTRACTOR of CONTRACTOR'S obligation to provide Services at least once per week for Residential Units and as per the schedule for Dumpster Collection service detailed in Exhibit B.

7.8 During the week on which a holiday falls, Services may be pushed back by one day to accommodate the holiday observance. Friday routes may be collected on Saturday if needed.

7.9 CONTRACTOR is expected to provide Services on a Monday through Friday schedule provided that the receiving disposal facility is open and provided that the receiving recycling facility is open. Should either of these facilities close without notice, CONTRACTOR is to resume collection as soon as practicable following re-opening.

7.10 To ensure smooth service, the CONTRACTOR will provide sufficient resources to manage the higher Solid Waste and Recyclable Materials volumes after the Thanksgiving, Christmas and New Year holidays. If Services are delayed, the CONTRACTOR will pick up extra bags of Solid Waste and Recyclable Materials placed outside the Carts.

8. Service Standards.

8.1 CONTRACTOR shall promptly resolve all Complaints, received from residents or from the CUSTOMER, no later than 8:00 p.m. the next business day after receiving the Complaint. When a Complaint is received on a Saturday or the day preceding a holiday, it shall be resolved by the CONTRACTOR no later than the close of the next business day.

8.2 CONTRACTOR shall establish and operate a Dedicated Customer Service Support Center with a Local Presence located in Wake County. This site will handle all electronic and phone service inquiries and Complaints from both the CUSTOMER and Residents. The office must be open to assist Town of Apex staff as well as Residents on Scheduled Collection days Monday to Friday, 8:00 a.m. to 5:00 p.m.

8.3 The CONTRACTOR'S office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and Complaints by the next business day. The CONTRACTOR'S office staff shall be familiar with the CUSTOMER and CONTRACTOR'S obligations under the Agreement.

8.4 CONTRACTOR shall supply an answering method to receive service inquiries and Complaints during those times when the office is closed.

8.5 Messages transmitted electronically via software application platform (currently Cityworks) prior to 12:00 noon, shall be responded to by CONTRACTOR in the software application the same day by 5:00 p.m. Messages transmitted after 12:00 noon, shall be responded to by CONTRACTOR no later than noon the following business day.

8.6 Should the answering method be used during office hours, such as during lunchtime or when all telephone lines are full, messages must be monitored regularly, so that the CONTRACTOR can respond to the message promptly.

8.7 CONTRACTOR shall provide to the Town a contact person's email address and cell phone number to whom the Town can report issues.

8.8 All issues related to the Services reported to CUSTOMER staff will be documented in the CUSTOMER'S software reporting application (currently Cityworks). This process will also generate an email notification to the CONTRACTOR, requesting resolution. The CONTRACTOR will be granted specific data entry permissions within Cityworks to provide status updates and is required to acknowledge receipt of the issue within the application (typically done with a comment and status change). CONTRACTOR will be provided the ability to comment in the Cityworks application and is obligated to monitor and respond. In the event CONTRACTOR fails to provide the required data entry into Cityworks as noted above, CONTRACTOR shall send a summary email to the Town of Apex Solid Waste Manager the day following receipt of a Complaint or Missed Pick Up or after a delay or Service failure.

8.9 CONTRACTOR agrees to a Service standard of no more than 10 Qualifying Complaints per ten thousand collection point stops (Solid Waste and Recyclable Materials combined) every month. Exceeding 10 Qualifying Complaints will result in a two per cent reduction in the CONTRACTOR'S invoice to CUSTOMER for the corresponding month. If there are more than 40 Qualifying Complaints per ten thousand collection point stops (Solid Waste and Recyclable Materials combined) in a month, then 4% will be deducted from CONTRACTOR'S invoice to the CUSTOMER for the corresponding month. If there are more than 40 Qualifying Complaints per ten thousand collection stop points in a month, on two (2) or more occasions during the term of this Agreement, it shall be considered a breach of the Agreement. In the event CONTRACTOR'S invoice does not reflect the reduction noted in this Section 8.9, CUSTOMER may withhold payment until a corrected invoice is provided. Failure to make payment on an incorrect invoice is not considered a breach of this Agreement.

8.10 CONTRACTOR shall submit its process and procedure for receiving and addressing emergency calls, both during and after business operating hours, to the Town of Apex Solid Waste Manager for approval. Upon approval, said process and procedure shall be followed. An emergency call is one in which an immediate response is required due to a potential threat to the public health, welfare, or safety, including but not limited to, motor vehicle accidents, fatalities, environmental contamination, chemical spills, improperly disposed of hazardous materials, or spills or waste that create a fire hazard.

8.11 CONTRACTOR shall keep a computerized list of all Residential Units that are included in the Services.

8.12 All communications with the CUSTOMER and Residents shall be logged by the CONTRACTOR in the Cityworks platform. These entries will contain all new starts, additional service requests, Accessibility Exception Residential Units, Complaints, and inquiries, including the street address and Resident's name.

8.13 The CONTRACTOR'S response to when and how a Complaint or inquiry was managed shall be readily available to the CUSTOMER'S employees with access to the Cityworks application.

8.14 Each week CONTRACTOR shall send an email to the Town of Apex Solid Waste Manager identifying new Residential Units being serviced for the first time in the week prior,

and identifying Cart repairs and Cart change outs completed the week prior. CONTRACTOR shall submit a monthly report to the Town of Apex Solid Waste Manager no later than the 14th of each month, including the weights of Solid Waste collected and disposed of the month prior, the weights of Recyclable Materials collected and disposed of the month prior, a summary of Complaints and Missed Pick Ups, and a summary of non-collections due to Resident Errors.

9. Complaints

9.1 All Complaints received by CUSTOMER shall be given promptly to the CONTRACTOR for resolution. Complaints received by the CONTRACTOR for spills, dropped Solid Waste or Recyclable Materials, grease deposits, broken glass, broken Carts, and misplaced Carts should be resolved promptly, or scheduled for repair, within the day the Complaint was received. If not resolved by 8:00 P.M. the following business day the Complaint shall be deemed a Qualifying Complaint.

9.2 Complaints for Missed Pick Ups received by the CONTRACTOR during a Scheduled Collection day shall be resolved the same day the Complaint is received. If not resolved by 8:00 P.M the following business day the Complaint shall be deemed a Qualifying Complaint.

Notwithstanding anything to the contrary in Section 9.1 or 9.2, spills or leaks involving Garbage waste, hydraulic fluid, or any other fluid used for the operation of CONTRACTOR'S vehicle shall be cleaned up within 2 hours of CONTRACTOR being notified.

10. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed properties including, to the extent necessary, adding any prior months' billing for such new or annexed properties that have been serviced but not previously billed and including prorated billing for partial months, as appropriate.

11. Rates; Number of Units: Total compensation due to CONTRACTOR for Residential Unit Services is set forth in Exhibit A, which is incorporated by reference and made a part of this Agreement. This amount is the "Service Fee" for Residential Unit Services. The Service Fee shall be adjusted as provided in Section 12 of this Agreement. Services for Town Facilities shall be invoiced as detailed in Exhibit B. CONTRACTOR shall invoice CUSTOMER no later than the 10th of each month. Payment is due by the 10th day of the following month in which the invoice is submitted. The number of Residential Units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of Residential Units serviced. CUSTOMER is responsible for billing its residents for services.

12. Adjustments:

- a) The Service Fee will be adjusted annually every July 1st beginning on July 1, 2028, to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Trash and Garbage Collection Services (2) not to annually exceed 2.5% (No cost-of-living fees shall be assessed for budget years July 1, 2026, through June 30, 2028.) Any proposed modification to the Service Fee shall be provided to the CUSTOMER, through notification to the Town of Apex Public Works Director, no later than February 15th of the year during which the modification would go into effect.
- b) The Service Fee may be adjusted through negotiations more often than annually if such adjustments arise out of changes in CONTRACTOR'S direct operational costs related to the provision of the Services over which CONTRACTOR has ***no control***, including by way of example, but not limited to:
 - 1. Relocation of or change in disposal or recycle processing facility or fees.
 - 2. Disposal or recycle processing facility operational or acceptance changes.
 - 3. Governmental regulations including, but not limited to, state or federal taxes or fees.
 - 4. Extra services performed outside the normal working hours of the company, natural disaster, or on a federal holiday when requested by CUSTOMER.
 - 5. Natural Disaster or other acts of nature such as but not limited to flooding or hurricanes that cause an increase in normal volume of solid waste.

Documentation justifying any proposed adjustment will be provided with any such request. Any such adjustment will not be unreasonably withheld or refused. Adjustments will not be effective until an amendment to this Agreement reflecting said changes is signed by the Parties.

13. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services and will provide the Services in accordance with all applicable federal, state, and local laws and regulations. CONTRACTOR will comply with all Federal, State, and local requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability. 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.

14. Point of Contact: All dealings, contacts, and notifications, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Public Works Director or their designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or their designee.

15. Local Presence: CONTRACTOR will provide a dedicated local and/or toll-free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m. Any call will be answered with attempted resolution during the call or call back within sixty minutes of a message being left during normal business hours.

A Field Representative will be physically present in the Apex Town limits during all Scheduled Collection days. This person will be assigned to CUSTOMER for the purposes of responding to CUSTOMER calls, issues, concerns, or disruptions to the Services provided to the CUSTOMER. There may be a substitute for vacations, illness, etc. The substitute will call to inform the CUSTOMER and provide their contact information for the day.

16. Notification of Customer and/or Residents: CONTRACTOR will notify CUSTOMER about Service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement. In addition, excluding schedule changes listed in Section 7, as and when approved by CUSTOMER, CONTRACTOR will notify the Residents with respect to any changes in Scheduled Collection day or other similar information due to a change by the CONTRACTOR. CUSTOMER will ensure that any Resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the Resident to receiving phone calls related to the Services.

17. Breach; Termination: If either Party reasonably concludes that the other is in material breach of this Agreement, such Party shall so notify the other Party in writing, including a detailed description thereof. The Party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other Party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching Party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other Party may terminate this Agreement.

18. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER, its elected officials, and employees harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S performance of the Services, any other service included in this Agreement, or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

19. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

20. Assignment: Neither Party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld.

21. Insurance: CONTRACTOR shall be required to carry and keep insurance coverage as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$1,000,000
General Liability	
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$2,000,000 aggregate
Automobile Liability	
Bodily Injury	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence
Excess Umbrella Coverage	\$10,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR prior to Services beginning and CUSTOMER will be named as additional insured on the general liability and automobile liability policies. CONTRACTOR shall provide CUSTOMER with thirty (30) days' prior notice in the event of cancellation of, or major change in the insurance coverage. Notwithstanding the foregoing, neither the requirement of CONTRACTOR to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

22. Dispute Resolution. CUSTOMER and CONTRACTOR agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation, pursuant to The Mediated Settlement Conference Rules of the 10th Judicial District, Superior Court Division, Wake County. If such mediation is unsuccessful in resolving a dispute, then either Party may seek to have the dispute resolved by a court of competent jurisdiction as set forth in Section 28.

23. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the Parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries, LLC dba GFL Environmental
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: Matthew Terrell, VP

If to CUSTOMER, to:

Town of Apex
PO BOX 250
Apex, NC 27502
Attn: Town Manager

24. Entire Agreement. This Agreement constitutes the entire understanding between the Parties, and except as noted in Section 3(f), cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the Services described herein.

25. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

26. Modification. This Agreement constitutes the entire agreement and understanding between Parties hereto, and it shall not be considered modified, altered changed or amended in any respect unless in writing and signed by the Parties hereto.

27. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CUSTOMER and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

28. Laws to Govern. This Agreement shall be governed by the laws of the State of North Carolina both as to interpretation and performance. Any dispute that may arise with respect to any term or provision of this Agreement shall be resolved in the General Court of Justice, Wake Count, Superior Court Division, it being the clear intent of the Parties hereto to consent to said jurisdiction and venue.

29. Nonwaiver for Breach. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the Parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each Party shall be relegated to such remedies as provided by law.

30. Independent Contractor. CONTRACTOR is an independent contractor and shall undertake performance of the Services pursuant to the terms of this Agreement as an independent contractor. CONTRACTOR shall be wholly responsible for the methods, means and techniques of performance.

31. E-Verify Compliance. 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 the CONTRACTOR'S subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

32. Anti-Human Trafficking. CONTRACTOR warrants and agrees that no labor supplied by the CONTRACTOR or the CONTRACTOR'S 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.

33. Non-Appropriation. Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the CUSTOMER are from appropriations and monies from the 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.

34. Electronic Signature. Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

IN WITNESS WHEREOF, the Town of Apex and Waste Industries, LLC dba GFL Environmental, have executed this Solid Waste and Recyclable Materials Collection, Transportation and Disposal/ Processing Agreement as of the date first set forth above.

CUSTOMER
The Town of Apex

By: _____

Title: _____

Date: _____

CONTRACTOR
Waste Industries, LLC dba GFL
Environmental

By: _____

Title: _____

Date: _____

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

Jon Griffin, Finance Officer

Exhibit A

Solid Waste and Recyclable Materials Collection - The monthly charge for once per week Residential Unit Solid Waste collection and once per week Residential Unit Recyclable Materials collection to CUSTOMER from CONTRACTOR shall be:

1. CONTRACTOR provided 96-gallon Cart emptied one time per week for Solid Waste - \$10.15 each per Cart per month (includes disposal fees).
2. CONTRACTOR provided 96-gallon Cart emptied once per week for Recyclable Materials- \$4.10 each per Cart per month.
3. Recyclable Material Processing Fees are \$1.34 per recycle Cart per month.

Recyclable Materials Carts will be 65-gallon upon the commencement of this Agreement. Beginning January 1, 2026, CONTRACTOR will deliver one thousand (1000) 96-gallon Recyclable Materials Carts per month to a CUSTOMER designated area. This will be done until all Carts being serviced are 96-gallon Carts. The CUSTOMER will, on a mutually agreed upon schedule, accept delivery of new Carts from the manufacturer and will execute the exchange of Carts with Residents.

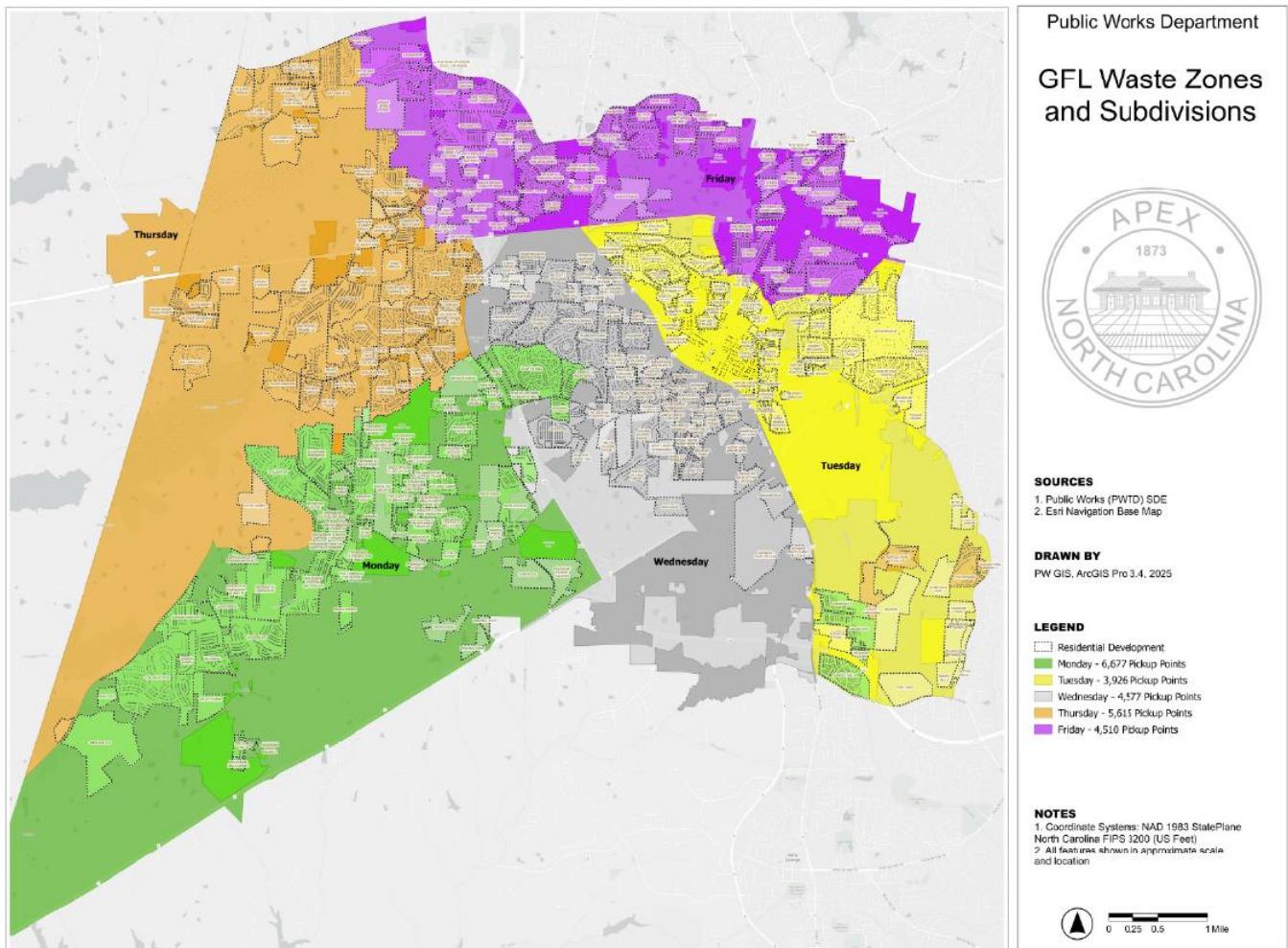
EXHIBIT B
Solid Waste and Recyclable Materials – Town Facilities

Town of Apex Facilities as of (10/31/25)					
Commercial Trash and Recycling by Container size, service frequency, rate					
Description	Container Type	Qty	Service frequency	Rate	Unit
Roll-Off Dumpster - 20 CY Town owned -MSW Dewatering B	20ROMSW	1	on call dump disposal	\$ 125.28 \$ 34.85	each pull per ton landfill disposal rate
Roll-Off Dumpster - 30 Cubic Yards- Construction Debris	30ROCD	1	on call rent dump disposal	\$ 84.86 \$ 108.32 \$ 38.95	per mo each pull per ton landfill disposal rate
Office Paper Recycling	OFFICEPAPE	1	1xwk	\$ 38.64	per mo
Roll-Out Cart- Trash - 96 gallons	96GAL TRASH	1	1xwk	\$ 10.15	per mo
Roll-Out Cart- Trash - 96 gallons	96GAL TRASH	1	2xwk	\$ 21.19	per mo
Roll-Out Cart- Recycling - 96 gallons	96RCYREC	1	1xwk	\$ 5.44	per mo
Front Load Dumpster - 2 Cubic Yards- Trash	02FLMSW	1	2xwk	\$ 153.48	per mo
Front Load Dumpster - 8 Cubic Yards- Recycling-Cardboard	08FLOCC	1	1xwk	\$ 59.99	per mo
Front Load Dumpster - 8 Cubic Yards- Recycling	08FLREC	1	1xwk	\$ 108.76	per mo
Front Load Dumpster - 8 Cubic Yards- Recycling	08FLREC	1	2xwk	\$ 210.00	per mo
Front Load Dumpster - 8 Cubic Yards- Trash	08FLMSW	1	2xwk	\$ 207.37	per mo
Front Load Dumpster - 8 Cubic Yards- Trash	08FLMSW	1	3xwk	\$ 311.00	per mo

Town of Apex Facilities (as of 10/31/25):

Town of Apex Facilities as of (10/31/25)						
Commercial Trash and Recycling by Container size, service frequency, rate, and location						
Site Name	Address	Container	Qty	Service frequency	Rate	Unit
Apex Town Hall	73 Hunter St	08FLREC	1	2wk	\$ 210.00	per mo
Apex Town Hall	73 Hunter St	08FLMSW	1	2wk	\$ 207.37	per mo
Apex Town Hall	73 Hunter St	08FLMSW	1	2wk	\$ 207.37	per mo
Apex Community Center	53 Hunter St	96RCYREC	1	1wk	\$ 5.44	per mo
Apex Community Center	53 Hunter St	08FLMSW	1	2wk	\$ 207.37	per mo
Town of Apex Public Works	105 Upchurch St #A	96RCYREC	1	1wk	\$ 5.44	per mo
Town of Apex Public Works	105 Upchurch St #A	OFFICEPAPE	1	1wk	\$ 38.64	per mo
Town of Apex Public Works	105 Upchurch St #A	30ROCD	1	on call		
				rent	\$ 84.86	per mo
				dump	\$ 108.32	each
				disposal	\$ 38.95	per ton
Town of Apex Owned- Dewatering Box	Perry Rd	20ROMSW	1	on call		
				dump	\$ 125.28	each
				disposal	\$ 34.85	per ton
Town of Apex Water Resources/TID	105 Upchurch St #B	96Gal Trash	2	2wk	\$ 42.38	per mo
Town of Apex Water Resources/TID	105 Upchurch St #B	96CY Rec	2	1wk	\$ 10.88	per mo
Apex Water W/TP	300 Pristine Water Dr	02FLMSW	3	2wk	\$ 460.45	per mo
Apex Police Station	205 Saunders St	08FLMSW	1	2wk	\$ 207.37	per mo
Apex Police Station	205 Saunders St	96RCYREC	3	1wk	\$ 16.32	per mo
Apex Community Park	2200 Laura Duncan Rd	08FLMSW	1	3wk	\$ 311.00	per mo
Apex Community Park	2200 Laura Duncan Rd	08FLREC	1	1wk	\$ 108.76	per mo
Apex Warehouse/Purch Bldg	105 Upchurch St #C	08FLMSW	1	2wk	\$ 207.37	per mo
Apex Warehouse/Purch Bldg	105 Upchurch St #C	08FLOCC	1	1wk	\$ 59.99	per mo
Apex Nature Park	2800 Evans Rd	08FLMSW	1	3wk	\$ 311.00	per mo
Apex Nature Park	2800 Evans Rd	08FLREC	1	1wk	\$ 108.76	per mo
Apex Nature Park Maintenance Building	2500 Evans Rd	30ROCD	1	on call		
				rent	\$ 84.86	per mo
				haul	\$ 108.32	each
				disposal	\$ 38.95	per ton
Pleasant Park Maintenance Building	2241 Recreation Dr	08FLREC	1	1wk	\$ 108.76	per mo
Pleasant Park Maintenance Building	2241 Recreation Dr	08FLMSW	1	3wk	\$ 311.00	per mo
Mason Street Municipal Building	322 N Mason St	08FLREC	1	2wk	\$ 210.00	per mo
Mason Street Municipal Building	322 N Mason St	08FLMSW	1	2wk	\$ 207.37	per mo
Halle Cultural Arts Center	237 N Salem St	96RCY REC	1	1wk	\$ 5.44	per mo
Halle Cultural Arts Center	237 N Salem St	96GAL TRASH	8	2wk	\$ 169.52	per mo
Electric Dept Facility	2850 Milano Avenue	8CYLMSW	1	2wk	\$ 207.37	per mo
Electric Dept Facility	2850 Milano Avenue	8FLREC	1	1wk	\$ 108.76	per mo
Electric Dept Facility	2850 Milano Avenue	30ROCD	1	on call		
				rent	\$ 84.86	per mo
				haul	\$ 108.32	each
				disposal	\$ 38.95	per ton
Fire Administration	315 W Williams St	96GAL TRASH	3	2wk	\$ 63.57	per mo
Fire Administration	315 W Williams St	96RCYREC	2	1wk	\$ 10.88	per mo
Public Safety Station 1	210 N Salem St	96GAL TRASH	4	2wk	\$ 84.76	per mo
Public Safety Station 1	210 N Salem St	96RCYREC	4	1wk	\$ 21.76	per mo
Public Safety Station 2	3045 New Hill Holloman	96GAL TRASH	3	2wk	\$ 63.57	per mo
Public Safety Station 2	3045 New Hill Holloman	96RCYREC	2	1wk	\$ 10.88	per mo
Public Safety Station 3	736 Hunter St	96GAL TRASH	3	2wk	\$ 63.57	per mo
Public Safety Station 3	736 Hunter St	96RCYREC	2	1wk	\$ 10.88	per mo
Public Safety Station 4	1615 E Williams St	96GAL TRASH	4	2wk	\$ 84.76	per mo
Public Safety Station 4	1615 E Williams St	96RCYREC	3	1wk	\$ 16.32	per mo
Public Safety Station 5	2050 Kelly Rd	96GAL TRASH	4	2wk	\$ 84.76	per mo
Public Safety Station 5	2050 Kelly Rd	96RCYREC	3	1wk	\$ 16.32	per mo
Public Safety Station 6	1201 Wimberly Rd	96GALREC	3	1wk	\$ 16.32	per mo
Public Safety Station 6	1201 Wimberly Rd	96GAL TRASH	3	1wk	\$ 30.45	per mo

Solid Waste and Recyclable Material Routes (As of 10/31/2025):



Solid Waste Routes by Day by Area (As of 10/31/2025):

		GFL ROUTE DAYS by SUBDIVISION as of 10/31/25						
MONDAY		TUESDAY	WEDNESDAY	THURSDAY	FRIDAY			
Neighborhood/Subdivision	Neighborhood/Subdivision	Neighborhood/Subdivision	Neighborhood/Subdivision	Neighborhood/Subdivision	Neighborhood/Subdivision	Neighborhood/Subdivision		
Ananda	55 James at Midtown	Abbey Run	Abbington	540 Townes				
Beaver Creek	Apex Mobile Estates	Amherst	Alderwood	Beaver Creek Apartments				
Bella Casa	Avalon Peaks (recycle ONLY)	Ashley Downs	Arcadia Ridge	Brookfield				
Belterra	Bladestone	Beckett Crossing	Arcadia West	Camden Lake Pine				
Buckhorn Preserve	Brittany Trace	Bradley Park	Bristol Walk	Castlereagh				
Bungalow Park at Scotts Mill	Buckingham	Bradley Terrace	Castleberry Estates	Castlewood				
Crockett's Ridge	Center Heights	Cameron Park	Castleberry Trails	Charleston Village				
Friendship Station	Center Park	Carriage Downs	Chelsea Run	CitiSide				
Green at Scotts Mill	Center Street Station	Depot 499	Colvin Park	Crestmont				
Grey's Landing	Claumont	Dogwood Ridge	Covington	Edgewater				
Holland Farm	Crossings at Haddon Hall	Downtown	Creekside Commons	Ellingtonplace				
Holleman Hills	Damont Hills	Germaine Village	Deer Creek	Ellsworth				
Jordan Manors	Dogwood Acres	Glen Arbor	Green Level Estates	Greenmoor				
Jordan Oaks	Downtown Apex area	Goldenview	Greenbrier	Howell Road				
Jordan Pointe	Edwards Creek	Green at Scotts Mill	Haley Farm	Hudson Landing				
Kelly Glen	Edwards Pond	Hempstead at Beaver Creek	Holland Cove	Indian Trails				
Kelly Grove/Toad Hollow	Fairview Road	Iron Gate	Hollands Crossing	Jainix Green				
King's Grant	Glens at Haddon Hall	James Street Station	Homestead Park	Knollwood Estates				
Madison	Golders Green	Justice Heights	Kelly West	Meadows at Walden Creek				
McKenzie Ridge	Haddon Hall	Lexington	Lake Castleberry	Meridian at Nichols Plaza				
Miramonte	Haddon Place	Olive Chapel Park	Linden	Middleton				
Olive Ridge	Heatherwood	Peakway Village	Lucas Farms	Montclair				
Parkside at Bella Casa	Hunter Valley	Pearson Farms	Peak 502 at Beaver Creek	Oak Pointe				
Parkside	Lakefield	Perry Farms	Retreat at Cedar Crossing	Prestwick				
Pemberley	Linwood Apartments	Perry Hills	Riley's Pond	Rambelwood				
Retreat at Friendship	Magnolia Walk	Perry Village	Saddlebrook	Reams Grove				
Reunion Pointe	Old Mill Village	Promenade at Beaver Creek	Smith Farm	Roberts Crossing				
Scotts Mill	Peakway Commons	Salem Creek Townhomes	Stratford at Abbington	Salem Pointe				
Siena and Verona at Bella Casa	Salem Oaks	Salem Village	Sweetwater	Salem Woods				
Stillwater	Seagrove's Farm	Shangri-La Mobile Home Park	The Park at Wimberly	Shepherds Vineyard				
Sunset Hills	Shepherds Vineyard	South Walk	The Point at Lake Castleberry	St. James Villages				
The Cottages at Bella Casa	Sterling at Buckingham	Stone Glen Apartments	The Preserve at White Oak Creek	Sutton Place				
The Estates at Bella Casa	Surrey Meadows	Sugarland Run	Townes at Westford	The Courtyards on Holt				
The Manors at Bella Casa	The Groves	Sunny Side	Villagio	The Enclave at Trackside				
Village at Crocketts Ridge	EVANS RD	The Orchard Villas	Townes at Sugarland	The Glen at Green Level Crossin				NO SUBDIVISION
West Village	HUMIE OLIVE RD	Villages of Apex	Village at Broadstone Station	The Glen at Westhigh				CHAMPLAIN CREST WAY
Whistling Quail	KELLY RD	Vintage Grove	West Haven Townhomes	White Oak Creek				FARM POND RD
Winston	NEW HILL HOLLEMAN RD	Waterford Green	West Haven Townhomes	Willow Hills				GREEN LEVEL CHURCH RD
Woodall Estates	NEW HILL OLIVE CHAPEL RD		West Haven Townhomes	Woodridge				HOLT RD
Woodbury	OLD US 1 HWY		White Oak Villas					HOWELL RD
			Whitehall Manor					KENNETH RIDGE CT
			Whitehall Village Phase 1 & 2					OLD IVEY RD
			Whitehall Village Reserve					OLD JENKS RD
			Winslow					ROOSONDALL CT
								SALEM CHURCH RD
								TWIN CREEK RD

Special Collection Customers (As of 10/31/2025):

Special Collection Counts as of 10/31/25	
Monday	6
Tuesday	38
Wednesday	18
Thursday	3
Friday	5
Total	70

Households located on Private Streets (As of 10/31/2025):

Households located on Private Streets		As of 10/31/2025
Private Street Location	Household Count	Comments
Bradley Terrace	173	173 (all on/with private streets)
Bungalow Park at Scotts Mill	120	120 on/with private alleys (179 total in subdivision)
Glen Arbor - Arbor Valley Lane	33	33 on private streets (44 total in subdivision)
Green at Scotts Mill (pt1)	57	57 with private alleys/streets (379 total in subdivision)
Green at Scotts Mill (pt2)	39	39 with private alleys (379 total in subdivision)
Havenfield Court	5	5 (all on private street)
Herbert Street	6	6
Linwood Street	12	This is based on nonmetered services addresses
Salem Towne Court	22	22 (total subdivision on private street)
Shangri-La Mobile Home Park	5	5 private streets
Villages of Apex	314	314 with private alleys (344 total in subdivision)
	786	

Alley overview by Subdivision (as of 10/30/25):

Apex Communities with Alley Access (as of 10/30/25)				
Development Name	Construction Status	Residential Units	Alley Status	Day of Week
540 Townes	Existing	38	Public	Friday
Bradley Park	Existing	12	Private	Wednesday
Bungalow Park at Scotts Mill	Existing	125	Private	Monday
Creekside Commons	Existing	72	Private	Thursday
Depot 499 (Wednesday 1)	Existing	51	Public	Thursday
Depot 499 (Wednesday 2)	Existing	272	Public	Wednesday
Ennis Branch	Future	71	Public	Thursday
Green at Scotts Mill (pt1)	Existing	159	Mix	Monday
Green at Scotts Mill (pt2)	Existing	39	Mix	Monday
Hempstead at Beaver Creek	Existing	82	Public	Wednesday
Horton Park	Future/Under Construction	33	Public	Tuesday
Humie Olive Place	Existing	3	Public	Monday
Huxley	Future/Under Construction	82	Public	Thursday
Old Mill Village	Existing	182	Private	Tuesday
Olive Ridge	Existing	29	Public	Monday
Olive Street	Existing	5	Private	Tuesday
Parkside PUD	Existing	54	Public	Monday
Prestwick	Existing	22	Public	Friday
Retreat at Friendship	Under Construction	90	Public	Monday
Seagrove's Farm	Existing	42	Private	Tuesday
Smith Farm (Phase 1-4)	Existing	298	Public	Thursday
Sweetwater	Existing	248	Public	Thursday
Townes at Westford	Existing	167	Public	Thursday
Tunstall Square	Existing	9	Private	Tuesday
Villages of Apex	Existing	343	Private	Friday
Villages of Apex (South Phase 1)	Existing	130	Private	Tuesday
Total		2,658		