

**STATE OF NORTH CAROLINA**

**COUNTY OF ROWAN**

**THIS CONTRACT** was made and entered into this \_\_\_ day of May 2024 by and between the **Town of Landis (the "Town")**, acting by and through their **Town Mayor, and Waste Pro of North Carolina (Waste Pro)** (the "Company").

**WITNESSETH:**

**WHEREAS**, the Town is desirous of securing the services of the Company to provide equipment, personnel, and management of each Town collection, transportation, and disposal of the Town Municipal Solid Waste (MSW) and other additional collection services;

**WHEREAS**, the Company desires to provide these Services for the Town, having experience in the collection, transportation, and disposal of MSW and household Garbage to appropriate EPA and NCDEQ-approved Subtitle D Landfill Facilities:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

- A. **BULK WASTE**—Large solid waste items such as furniture, white goods, mattresses, and other oversized waste whose large size precludes or complicates their handling by standard solid waste collection, processing, or disposal methods.
  
- B. **COLLECTION** – The act of removing solid waste to a transfer station, or disposal facility.
  
- C. **CONSTRUCTION AND DEMOLITION WASTE** — Waste resulting solely from construction, remodeling, repair, or demolition operations on buildings or other structures, but not inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar non-hazardous material.
  
- D. **COMPANY** – The person, corporation, or partnership performing solid waste collection services under contract with the Town.

E. DISPOSAL SITE – A refuse depository including but not limited to sanitary landfills, transfer stations, and waste processing/separation centers licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse for processing or final disposal. The disposal or processing facility for any or all the materials collected may change to meet the needs and contractual obligations of the Town.

F. GARBAGE — Dead animals of less than ten (10) pounds in weight except those that have been slaughtered for human consumption; every accumulation of waste (animal, vegetable, or other matter) that results from the preparation, processing, consumption, Dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter, including, but not limited to, foods or containers of food; all putrescible or easily decomposable waste; animal or vegetable matter likely to attract flies or rodents, but excluding sewage and human waste.

G. HAZARDOUS WASTE—Any chemical, compound, mixture, substance, or article designated by the United States Environmental Protection Agency or appropriate federal or state agency to be hazardous or toxic as those terms are defined by or pursuant to Federal or State law or regulations.

H. INDUSTRIAL WASTE — Waste generated by industrial processes and manufacturing.

I. LANDFILL—A legally permitted disposal facility. Copies of permit documentation verifying the legality of such landfills must be provided. This language is not intended to preclude the utilization of transfer stations.

J. LEAF and LEAVES — Vegetative matter resulting from landscaping and lawn maintenance is limited to leaves from trees and shrubs, exclusive of limbs, stumps, etc.

K. MEDICAL WASTE — Any Solid Waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biological, but does not include any hazardous waste or those substances excluded from the definition of Solid Waste.

L. MUNICIPAL SOLID WASTE — Solid Waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would typically be collected, processed, and disposed of through a public or private solid waste management service. Municipal Solid Waste ("MSW") does not include Hazardous Waste, Special Waste, or solid waste from mining or agricultural operations.

M. REFUSE — All non-putrescible waste.

N. RECYCLABLES — Items that are acceptable by the Town include newspapers and their inserts, computer paper, white office paper and junk mail, magazines, envelopes, cereal boxes and boxes for crackers, cookies, and other similar foods, plastic soft drink bottles, plastic water and milk jugs, aluminum food cans, bi-metal and steel food cans, old corrugated cardboard boxes that are flattened, cut to 18” by 18” for placement inside the Designated Cart, and other recyclables acceptable for processing at the MRF as mutually agreed by the Town and the Company. Items to be recycled may be changed upon mutual agreement by the Town and the Company based on current market conditions for such goods. Recyclable materials may change based on the ability of the local processing facilities to process such goods.

O. RESIDENTIAL UNITS – An occupied dwelling (whether a single-family home or a multi-family unit) containing five (5) or fewer units within the corporate limits of the Town requiring curbside collection. A residential unit shall be deemed occupied when supplied with water or domestic light and power services.

P. ROLL OUT CART ("Cart") - A ninety-six (96) gallon storage receptacle with two (2) wheels and an axle and as a receiving receptacle for Garbage or Recyclables. The Cart is also equipped with a top lid constructed of special plastic that allows the Cart to be pushed or pulled to the curb of the street. It is designed to accommodate household Garbage and MSW or Recyclables.

Q. SEPTAGE — Any solid, semisolid, or liquid waste generated from municipal, commercial, industrial, or institutional wastewater treatment plants, water supply treatment plants, air pollution control facilities, or other waste with similar characteristics and effects.

R. SMALL COMMERCIAL UNIT – Any active small business in the Town that requires curbside collection.

S. TOWN – Town of Landis, NC

T. SOLID WASTE — All solid and semi-solid Garbage and Refuse, but never (a) Hazardous Waste materials, (b) the other items excluded under the Exclusions paragraph of this Contract, (c) solid or dissolved materials in domestic sewage, (d) solid or dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), and (f) source, special nuclear, or by-product materials as defined by the Atomic energy Act of 1954 as amended (68 STAT.923)

U. SPECIAL WASTE — Solid Waste requiring special handling and management, including White Goods, whole tires, used motor oil, lead-acid batteries, and Medical Wastes. Also, all treated/de-characterized (formerly hazardous) wastes, polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos-containing material, chemical-containing equipment, demolition debris, incinerator ash; medical wastes; off-spec chemicals, sludge; spill-cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

V. UNACCEPTABLE WASTE – Highly flammable substances, Hazardous Waste, Special Waste, liquid wastes(wastewater, fats, oils or grease (FOG), used oil, and hazardous liquids), biological and pathological wastes, explosives, toxic materials, radioactive materials, materials that the disposal facility is not authorized to receive or disposal of, and other materials deemed by state, federal, or local law, or in the reasonable discretion of the Company, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the disposal facility.

W. UNIT - is defined as one (1) single-family residence, detached or attached, or a designated non-residential location within the Town's Corporate Limits requiring curbside collection.

X. UNIT PRICE - is defined as the amount on “Exhibit A” to provide Refuse and Recyclable Collection. (Services as mentioned above shall not include apartment complexes.)

Y. WHITE GOODS - Refrigerators, ranges, stoves, water heaters, freezers, scrap metal, copper, and similar domestic and commercial large appliances.

Z. YARD WASTES - All vegetative matter resulting from landscaping or yard maintenance. Yard Waste shall not include Unacceptable Waste. Contractor-generated yard waste and land clearing are not included in this definition.

## 2. AWARD OF CONTRACT

The Town hereby awards this Contract to the Company. During the term of this Contract and any extensions or renewals, the Company shall be the only entity or person paid by the Town to provide the Services herein within the Town limits for the term of this Contract and any extensions.

## 3. TERM

The Term of this Contract shall begin July 1, 2024, and continue through June 30, 2029, unless sooner terminated for cause or failure to perform per the terms and conditions set forth. The Term of this Contract shall automatically extend for an additional five (5) year terms unless one party advises the other in writing at least one hundred eighty (180) days before the expiration of the then-current term of the Contract. Any such written notice shall be served by certified or registered mail return receipt requested. In no event shall the term of this Contract extend beyond that allowed by Applicable North Carolina State Law. Nothing herein shall prevent the Town and the Company from mutually agreeing upon the selection of an extension term subsequent to the initial term of the Contract.

## 4. SERVICE

The Services to be provided by the Company shall include the following:

A. MSW - The Company shall service each Town-approved Residence and Small Commercial Unit within the Town with one (1) ninety-six (96) gallon Cart specifically designed for the storage and collection of MSW and household Garbage. The Company will provide a scheduled service to empty the stored contents in the Company's collection refuse body on a scheduled basis once each week, which the customer adequately prepares in accordance with Section 4. A.i.

i. Each unit will be serviced with one (1) Refuse cart per unit. The Company will not be responsible for collecting overflow outside of the cart except for the weeks following Thanksgiving, Christmas, and New Year's.

ii. The Company shall not collect materials resulting from the operation of any business or commercial endeavor unless it falls under the definition of a Small Commercial Unit.

iii. The Company shall take refuse collected to the Designated Disposal Facility as specified by the Town.

iv. Tagging Non-Compliant Materials. The Company shall collect refuse placed in the Designated Collection Container provided by the Company if unacceptable materials are placed in the Designated Collection Container. The Company shall not collect materials, tag them with an explanatory printed notice to the customer, or notify the Town within eight (8) work hours. Following the notification by the Company, the Town will investigate the matter and advise the Company of its decision and any action that the Town requires. If the Town finds that the material set out does meet the specifications, the Company will be notified by the Town and must return and pick up the refuse within eight (8) working hours of notification. If the Town finds that the materials did not meet the specifications, the Company will not be required to return to the Unit until the next regularly scheduled pickup. The Company shall pick up the material if the materials set out meet the specifications at the next regularly scheduled pickup.

v. Customers will contact the Town to obtain additional Refuse Containers. Additional containers will be serviced on the regular collection day.

vi. MSW carts are provided by the Company.

## 5. HOURS of OPERATION

The Company shall operate from 5:30 a.m. to 8:00 p.m. All approved services shall be at the curb before 5:00 a.m. on collection day. Any material not at the curb before 5:00 a.m. may be considered late/non-compliant. The company shall not be deemed a missed service during a late set-out. Exceptions to collection hours may occur upon mutual agreement of the Town and the Company.

6. HOLIDAYS

Collection will be suspended on the observed holidays at the discretion of the Company. The observed holidays may or may not be the same as those designated by the Town for Town employees. The Company shall submit annually to the Town its observed holidays for the calendar year. Holiday schedules for the following year must be submitted by December 1, proceeding with the new calendar year. All dates are subject to change based on the disposal/processing facilities.

7. EXCLUSIONS

This Contract shall not require the company to collect, transport, dispose of, or otherwise handle Bulk, Yard, Construction, Demolition, Hazardous, Industrial, Septage, or Special Waste.

8. TITLE

The Company shall collect the Town's MSW, and the title shall remain with the Town during the Company receipt and transportation to the designated Subtitle D Landfill for ultimate disposal of the MSW.

9. RATES

Rates are outlined in ATTACHMENT "A."

10. RATE MODIFICATION

The rate charged by the Company to the Town for the second and subsequent years of the term hereof will be adjusted upward to reflect the changes in the Consumer Price Index ("CPI") during the preceding twelve months. For this Contract, the CPI shall mean the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Water and Sewer and Trash Collection Services. The initial rate adjustment will take effect July 1, 2025, and any successive rate increases in the succeeding year throughout the term. Monthly rate payments will be adjusted to compensate for the annual rate increases. The Company shall give notice of possible rate increases before March 1<sup>st</sup> of each fiscal year based on the December report.

In addition, the Company may petition the Town for a rate increase based on other unusual changes in the Company's cost of operations, including disposal costs or increased costs associated with the relocation of either facility, by written request with justification approved by the Town. The Town will not withhold such approval unreasonably.

11. PANDEMIC / ENDEMIC

The parties acknowledge that the financial impacts of a pandemic or endemic would be uncertain. They understand that those effects, as they become known, would constitute “unusual changes.”

12. CHANGE in FUEL PRICE

The Town shall adjust payments to the Company quarterly for either an increase or decrease in the fuel cost for providing the service to the Town as per the contract. The fuel adjustment component (fac) shall be adjusted on the first quarter after the start date of the contract with the base of fuel pricing being set at the fuel pricing as per "On Highway Retail Diesel Price" Lower Atlantic Region, U. S. Department of Energy, Energy Information Administration published on the Internet at: [http://tonto.eia.doe.gov/oogiinfo/wohdp/diesel\\_detail\\_report.asp.at](http://tonto.eia.doe.gov/oogiinfo/wohdp/diesel_detail_report.asp.at) the start date of this contract and every quarter thereafter. This fuel adjustment component will not be considered within the CPI adjustment in paragraph F above.

Example:	Fuel cost as per the internet listing at the start date of the
contract:	\$2.90 per gallon
	5% of rate .145
	Base Rate \$3.045
	1st Quarter price \$3.25
	Rate increase .205 per gallon
	.205 multiplied by the gallons used by the Company.

Each quarter, the Company shall calculate the adjusted fuel component price described above and send a letter to the Town showing the calculations using the route miles, route hours, and gallons of fuel used to provide the services to the Town as per the contract. The rate paid to the Company will be adjusted by residential unit counts for residential will be adjusted monthly accordingly.

The base rate established for this contract is \$3.75 per gallon. Therefore, fuel increase will only occur once the fuel reaches this rate.

13. INDEMNITY

The Company shall indemnify the Town against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by (a) the Company's negligent or willful misconduct in providing the Services herein required, (b) the Company's negligent or willful misconduct in the operation of its equipment in connection with the performance of the Services herein required, or (c) the Company's failure to comply with any applicable law, ordinance, or regulation. The Town shall notify the Company immediately upon obtaining knowledge of any matter giving rise to possible indemnification. The Company shall have the right to defend or contest any such claim or demand in the name of the Company. The Town shall provide such cooperation in connection therewith as the Company may reasonably request and shall make available to the Company or its representatives all records or other materials reasonably required in such defense. So long as the Company is contesting or defending any such claim or demand in good faith, no amount shall be deemed due unless the Town has been required by order of any court to pay any sum arising out of the subject matter of the suit.

14. INSURANCE

During the term of this Contract and all extensions, the Company shall maintain in full force and affect the following insurance, and a Certificate of Insurance will be provided to the Town upon execution of the Contract:

The Company shall provide the Town with the Certificate of Insurance for the Company for all coverage upon executing the Contract by the parties. In writing, a thirty (30) day notification is required from the Company if the stipulated Insurance Coverage is canceled or modified. It shall be the responsibility of the Company to ensure that all subcontractors used by the Company have the exact insurance requirements hereinabove, which shall be required by the Town.

15. FORCE MAJEURE

The Company shall be relieved of its obligations hereunder when acts of God, war or public enemy, civil commotion, strike, terrorism, inclement weather, riot or insurrection, epidemic, pandemic, governmental interference, or any other event beyond the control of the Company render its performance hereunder substantially impossible. During such periods, a mutually agreed reduction in charges reflecting the decrease in service shall be made. The Company shall make all reasonable efforts to resume Service as expeditiously as possible.

16. PERMITS, LICENSES AND TAXES

The Company shall obtain all permits and licenses required by law or ordinance at its own expense and maintain same in full force and effect. The Company shall be solely responsible for permitting, licensing, and operating its equipment. The Company shall promptly pay all taxes required by local, state, and federal laws.

17. COMPLIANCE WITH LAWS AND LAWS TO GOVERN

The Company shall conduct operations under this Contract in compliance with all applicable state, federal, and local laws and ordinances, provided, however, that the term of this Contract shall govern the obligations of the Company where conflicting ordinances exist. The Company will also comply with all applicable federal, state, and local laws, rules, and regulations related to accepting, transporting, and delivering Company-collected Recyclables to the Company's-designated MRF. This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

18. ENTIRE CONTRACT/MODIFICATION



This Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

19. BIDING EFFECT

This Contract shall inure to the benefit of and be binding upon the lawful successors and permitted assigns of the parties hereto.

20. REPORTS

The town shall be able to review daily reports of missed stops or areas and requests for cart delivery, removal, or repairs. Monthly invoicing will be submitted by the 14<sup>th</sup> of each month after service and include the monthly tonnage information. All payments by the Town will be processed within thirty (30) days of receipt. Notification of personal injury or property damage, including vehicular damage to public or private property, including status and final disposition. The revocation of any license or permits to provide service to the Town of Mount Pleasant.

The Company shall provide the Town with information and records to assist the Town, County, or State of North Carolina in reporting data under the Solid Waste Management Act.

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**IN WITNESS WHEREOF**, this Contract was executed in duplicate on the day and in the year mentioned above. The execution by the Town shall be made pursuant to the authority granted to the Town Mayor by the Town’s elected Board. The Town Municipal corporate seal shall be affixed by the Town Mayor and attested by the Town Clerk, and Waste Pro of North Carolina, as Company, has set their hand herein below.

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

Madison Stegall, Town Clerk

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

Meredith Smith, Town Mayor

ATTEST:

WASTE PRO of NORTH CAROLINA (Waste Pro)

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

Malinda Barkley,  
Regional Director of Government Affairs

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

Chip Gingles,  
Regional Vice President

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

\_\_\_\_\_  
Jeneen McMillen, Finance Director

ATTACHMENT "A"

Pricing

MSW Collected once per week per unit per month: \$11.19

MSW second cart Collected once per week per unit per month: \$11.19