

## **FIRST AMENDMENT TO SERVICE CONTRACT BETWEEN THE TOWN OF WEDDINGTON AND ACTIVE WASTE SOLUTIONS, LLC**

This First Amendment to the SERVICE CONTRACT (“First Amendment”) is made and entered into this 1<sup>st</sup> day of July, 2025 (the “Effective Date”), by and between the Town of Weddington of the state of North Carolina, a municipal corporation (“Town”) and Active Waste Solutions, LLC (“Contractor”).

### Background

Town and Contractor are parties to that certain Contract For Services which executed on August 8, 2022 (the “Contract”), pursuant to which Contractor agreed to provide solid waste services for the citizens of Weddington (the “Services”). Town and Contractor have agreed to amend the Contract as provided herein.

### Agreement

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree for themselves, their heirs, personal representatives, successors and assigns and follows:

1. The Initial Term, as defined in Paragraph 1 of the Contract, is hereby extended to December 31, 2031.
2. Exhibit 1 to the Contract is hereby deleted and replaced with **Exhibit 1** attached hereto and Incorporated by reference.
3. **Definition of Contract; Capitalized Terms.** All references in the Contract, to “Contract” shall mean the Contract, as amended by this First Amendment. All capitalized terms not otherwise defined in this First Amendment shall have the meanings given to them in the Original Contract.
4. **Unmodified Terms.** Terms and provisions of the Original Contract which are not expressly modified by this First Amendment shall remain in full force and effect.
5. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

*Signatures Appear on Following Page*

**IN WITNESS WHEREOF**, the Town and the Contractor have executed this Contract on the to be Effective on July 1, 2025.

**Active Waste Solutions, LLC**

the Contractor Name

Signed by:

*Heather Hamilton*

7/7/2025

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Signature of Authorized Representative Date

464,336,291.00

the Contractor's Federal Identification #

[if Contract is with Organization or Social Security Number if individual]

**Town of Weddington**

DocuSigned by:

*Karen Dewey*

7/7/2025

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Signature of Authorized Representative Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

Signed by:

*Leslie Gaylord*

7/2/2025

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Signature of Authorized Finance Officer Date

Approved as to Form

Signed by:

*Karen Wolter*

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Town Attorney

**EXHIBIT 1****Summary of Services and Prices**

Weekly Curbside Residential for One (1) 96 GL Rollout Household Trash	\$10.76 Per Unit Price Per Month
One (1) 96GL Rollout for Single Stream Recycling every other week	\$5.09 Per Unit Price Per Month
One (1) 45GL Rollout for Glass Recycling every other week	\$2.61 Per Unit Price Per Month
Recurring Residential Service Charge	\$21.20 Per Unit Price Per Month
Services below directly billed to residents Must be scheduled 48 hours in advance For pick-up contact Active Waste directly 704-626-7400	
Extra Carts	Delivery \$31.80 Service \$10.06/month
Bulk Pick-up	\$19.08 service fee plus cost of item
Acceptable Bulk Waste Items:	<ul style="list-style-type: none"> <li>▪ Air conditioners - Window units only not to exceed 45 lbs. -\$75.00</li> <li>▪ Appliances (residential stoves, microwaves, dishwashers, washer, dryer); must be empty; refrigerators/freezers- remove doors -\$125.00 per item</li> <li>▪ Basketball goal (portable) - Remove concrete base &amp; dismantle; concrete will not be collected - \$85.00 per item</li> <li>▪ Bed and bed frames - Dismantle. \$50.00 per item</li> <li>▪ Bicycles \$25.00 per item</li> <li>▪ Carpet/floor coverings- Roll &amp; cut no longer than 4 ft.; Up to 4- rolls accepted (max. 25-lbs each) \$35.00</li> <li>▪ Couches/Chairs \$125.00 per item</li> <li>▪ Computers \$25.00 per item</li> <li>▪ China cabinet hutches - Empty; tape any glass - \$120.00 per item</li> <li>▪ Desks/Dressers - Empty. \$50.00 per item</li> <li>▪ Entertainment centers - Empty; tape any glass - \$60.00 per item</li> <li>▪ Fencing – wood fencing only, no metal fences. Remove or flatten protruding nails; limited to 45 lbs. \$35.00 for one bundle</li> <li>▪ Fireplace inserts - Remove bricks; no bricks collected. \$25.00 per insert</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Garbage cans - Tag with a note indicating to take the can \$10.00 per can</li> <li>▪ Glass doors, windows, table inserts - Using tape, make an X over the glass and place at curbside \$40.00 per item.</li> <li>▪ Grills - Remove propane tanks; 45 lbs. or less; no commercial grills. \$35.00 per item</li> <li>▪ Gutters - 4 ft. or less. \$25 per bundle of 5 4 ft pieces</li> <li>▪ Lawnmowers - Remove gasoline and battery, if applicable. \$35.00 per item</li> <li>▪ Linoleum - Roll &amp; cut no longer than 4 ft.; Up to 4- rolls accepted (max. 10-lbs each) \$50.00</li> <li>▪ Mattresses – can be rejected upon sight of any contamination or not accepted at all based on regulation at landfills \$100.00 per mattress</li> <li>▪ Patio furniture - \$40.00 per item</li> <li>▪ Pianos or organs - 45 lbs. or less; dismantle. \$50.00 per item</li> <li>▪ Play sets/swing sets- Remove concrete base and dismantle, remove or flatten nails - \$125.00 per item</li> <li>▪ Plumbing materials - \$20 per item</li> <li>▪ Plywood &amp; paneling - No larger than 1 in. thick x 4 ft. x 4 ft. - \$50.00</li> <li>▪ Pool Covers - Folded; only folded cover; 45 lbs. or less will be collected. \$75.00</li> <li>▪ Space heaters, oil and kerosene heaters; Must be emptied -\$50 per item</li> <li>▪ Televisions - no consoles – weight limit 45 lbs. \$50.00 per item</li> <li>▪ Toys (large) \$10 per toy</li> <li>▪ Windows- Tape and all glass – not to exceed 45 lbs. \$40.00 per item</li> </ul>
Yard Waste	\$12.72 for (5) 30-gallon Biodegradable bags \$2.12 for Each additional bag
20-yard temporary roll off container	Delivery \$50 Haul and disposal (up to 2 tons) \$400 Over 2 tons \$80 per ton