



Republic Services Disposal Agreement
(Not for Special Waste)

Customer Name Jackson County
Address 401 Grindstaff Cove Road
 Sylva, NC 28779

Contact Name County Manager Phone Number 828-631-2295
FED ID # 56-6000310 PO Number _____

Republic Landfill Name: White Oak Landfill
Address: 3898 Fines Creek Road, Waynesville, NC 28785

Contact Name Steve Slater, General Manager Phone Number: 828-424-9893
 Sharon Parks, Municipal Sales Manager Phone Number: 828-404-9662

Contract Effective Date : 1/1/2024
Waste Types : MSW/C&D

Unit of Measure for Billing : \$35.95/ton

Disposal Fee : \$33.95 / Unit of Measure Above
Taxes/Host Fees/Charges : \$ 2.00 / Unit of Measure Above
Administrative Fee : \$ n/a / Month
Environmental Fee : \$ n/a / _____, or _____ % of Disposal Fee
Fuel Recovery Fee : \$ n/a / _____, or _____ % of Disposal Fee
Other Fees : \$ n/a / _____, or _____ % of Disposal Fee

Invoice Period : Semi-Monthly (Weekly, Semi-Monthly, 3 Per Month)

All Payments Are Due Within 30 Days After Receipt of Invoice

Minimum Volume : n/a / Unit of Measure Above / Month/Quarter/Year
Maximum Volume : n/a / Unit of Measure Above / Month/Quarter/Year
True-Up Period for Minimum Volume Calculations: n/a (Month, Quarter, Year)

Special Instructions : Rates will be effective as of the Effective Date Terms will be effective through December 31, 2029.

THE PARTIES AGREE TO THE TERMS CONTAINED IN THE ATTACHED "REPUBLIC SERVICES DISPOSAL AGREEMENT TERMS AND CONDITIONS" (COLLECTIVELY, THE "AGREEMENT")

Republic:
Republic Services of North Carolina, LLC

Customer:
Jackson County

Signature Date

Signature Date

Name:

Name:

Title:

Title:

REPUBLIC SERVICES DISPOSAL AGREEMENT

TERMS AND CONDITIONS

1. Delivery of Acceptable Waste. Customer shall deliver at least the minimum volume of Acceptable Waste (as defined below) indicated on the cover of this Agreement (the "Minimum Volume") to the landfill indicated on the cover of this Agreement (the "Landfill"). Customer shall not deliver in excess of the maximum volume of Acceptable Waste indicated on the cover of this Agreement to the Landfill. During the Term of the Agreement, Republic shall be the exclusive provider for Disposal services hereunder.

2. Delivery Procedures; Operation of the Landfill.

(a) Acceptance of Acceptable Waste. Republic shall have the right in its sole discretion to reject delivery of any waste offered for acceptance by Customer that does not constitute Acceptable Waste. "Acceptable Waste" means all waste that is authorized to be disposed of at the Landfill under then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") and that is not Unacceptable Waste (as defined below).

(b) Operation of the Landfill/Procedures. Notwithstanding anything in this Agreement to the contrary, Republic shall have the right, in its sole discretion, to close the Landfill, in whole or in part, either temporarily or permanently, at any time for any reason. Upon any such permanent closure, Republic shall have the right to terminate this Agreement. Customer's delivery of Acceptable Waste to the Landfill, which shall occur only during the Landfill's posted hours, shall be governed by the procedures applicable generally to customers utilizing the Landfill as Republic may modify such procedures from time to time.

(c) Compliance with Applicable Laws. Customer shall collect, transport and deliver waste to the Landfill in compliance with all Applicable Laws and the procedures referenced in Section 2(b). Republic shall conduct all operations in strict compliance with Applicable Laws including all safety, preventive, and remedial measures required by the North Carolina Department of Environmental Quality, the U.S. Environmental Protection Agency, the Occupational Safety and Health Administration, and any other Federal, State or local agencies having jurisdiction over Republic or its activities.

(d) Title to Waste. Customer represents and warrants to Republic that either Customer or its customer shall hold clear title, free of all liens, claims and encumbrances, to the waste delivered by Customer to the Landfill. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Landfill by Customer shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Landfill. Title to Unacceptable Waste shall remain with Customer or its customer and shall never be deemed to pass to Republic.

3. Term. Unless sooner terminated pursuant to Section 6, this Agreement shall commence as of the Effective Date indicated on the cover of this Agreement and shall remain in full force and effect for a period of five years or through December 31, 2029 (the "Initial Term"). Upon mutual consents of both Customer and Contractor, this Agreement may be renewed for a maximum of two (2) additional 2 year terms (collectively, with the Initial Term, the "Term"). Upon expiration or termination of this Agreement, the obligations of Customer to deliver and of Republic to accept Acceptable Waste shall terminate; provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive termination.

4. Disposal Fees.

(a) Fees. Customer shall pay Republic a disposal fee (the "Disposal Fee") for all Acceptable Waste Customer delivers to the Landfill as set forth on the cover of this Agreement. In addition to the Disposal Fee: (i) Customer shall pay such fees as Republic may impose from time to time by notice to Customer (including, by way of example only, administrative fees and environmental fees), with Republic to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law, and (ii) Republic shall be entitled to an increase in payment equal to the amount of any fee, surcharge, duty, tax or other charges of any nature imposed by the Federal and/or State government or any agencies thereof which becomes effective on or after January 1, 2024, which is payable solely by reason of the nature of collection operations conducted by Republic and Republic shall provide documentation of such increases to the County and an explanation of how the increase has been calculated.

(b) Payment; Deposit. Republic shall transmit an itemized invoice to Customer of all Disposal Fees and other charges under this Agreement on a periodic basis as indicated on the cover page of this Agreement. Customer shall pay all invoices within 30 days after receipt of invoice. If Customer does not make payment by such date, Customer shall pay a late payment fee in an amount equal to the lesser of (i) the greater of \$5 per month or 1.5% per month on the amount past due or (ii) the maximum amount allowed by Applicable Law. Customer also shall pay a fee of \$50 (which Republic may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored. At any time after Republic becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Republic may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

(c) Taxes and Other Charges; Cost Increases. In addition to the Disposal Fee, Customer shall pay all federal, state, local or other taxes, fees (including host fees), surcharges or similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes/Host Fees/Charges"). The initial amount of Taxes/Host Fees/Charges is set forth on the cover of this Agreement, but is subject to change from time to time pursuant to the preceding sentence. In addition, Republic shall have the right to increase the Disposal Fee from time to time by the pro rata amount (determined by relative tonnage of Acceptable Waste delivered by Customer and accepted by Republic for processing at the Landfill divided by the total tonnage of waste processed at the Landfill) of any increase in operating costs or capital costs of the Landfill as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Republic to Customer.

(d) CPI Adjustment. In addition to the adjustments described in Section 4(c), On each anniversary of the Effective Date, the Disposal Fee shall be adjusted to reflect the increase or decrease in the cost of living as described in the national Consumer Price Index (CPI) published by the United States Bureau of Labor Statistics (or any successor thereto) All Urban Consumers, Water Sewer Trash (CUSR0000SEHG), using the month of March for the 12 months preceding. Republic will notify Customer of the increase by each May 1st for the price adjustment effective for the upcoming year.

(e) Price Adjustments. In addition to any other price increases pursuant to this Section 4, Republic shall have the right to request an increase in the Disposal Fee, from time to time and for any reason, by giving written notice of the amount and effective date of the increase (the "Price Increase Notice") to Customer at least 30 days before the effective date of the increase. If Customer does not object in writing (the "Objection Notice") to the price increase within 30 days after the date of the Price Increase Notice or if Customer accepts the price increase, the price increase shall go into effect on the date stated in the Price Increase Notice and this Agreement shall be deemed amended accordingly. If Customer gives an Objection Notice within 30 days after the date of the Price Increase Notice, Republic shall have 15 days after receipt of the Objection Notice to determine whether to (i) drop its request for a price increase and have the Agreement continue in full force and effect or (ii) terminate this Agreement effective as of the proposed effective date of the price increase (or any later date specified by Republic). If Republic does not give notice of this determination within 15 days after receipt of the Objection Notice, Republic shall be deemed to have dropped its request for a price increase and the Agreement shall continue in full force and effect. All price adjustment shall be brought before the Board of Commissioners for approval by the Contractor before they can be implemented.

5. Unacceptable Waste.

(a) Delivery of Unacceptable Waste. Customer agrees that it shall not deliver any Unacceptable Waste to the Landfill. If Customer delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of Republic, as Customer's agent to cause such separation, with the cost of such separation to be paid by Customer.

(b) Weighing and Inspection of Waste by Republic. Republic shall weigh all Acceptable Waste at the Landfill and the weight so determined shall be final and conclusive on both Customer and Republic. Republic shall have the right, but not the obligation, to inspect any of Customer's trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste. Customer acknowledges and agrees that any failure by Republic to perform any such inspection or to detect Unacceptable Waste despite such inspection shall in no way relieve Customer from its obligation to deliver only Acceptable Waste or from its other obligations under this Section 5.

(c) Rejection of Unacceptable Waste. If Customer delivers Unacceptable Waste to the Landfill, Republic may, in its sole discretion: (i) reject such Unacceptable Waste at Customer's expense; or (ii) if Republic does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving Customer telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, Republic may, as Customer's agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge Customer all direct and indirect costs incurred due to handling, delivery and disposal of such Unacceptable Waste, unless Customer otherwise elects to arrange for disposal of the Unacceptable Waste. If Customer elects to dispose of such Unacceptable Waste, it shall do so within such time period as Republic reasonably deems necessary or appropriate in connection with the operation of the Landfill, including the preservation of the health and safety of its employees. If after electing to do so Customer does not dispose of the Unacceptable Waste within such time period, Republic may dispose of such Unacceptable Waste as Customer's agent, without further notice to Customer, and Customer shall pay the direct and indirect costs set forth above. Notwithstanding the foregoing, no notice shall be required by Republic to Customer for Republic to dispose of Unacceptable Waste as Customer's agent in emergency situations where in Republic's reasonable judgment a delay in such disposal could constitute a hazard to the Landfill or any person on, about or near the premises.

(d) Definition of Unacceptable Waste. For the purposes of this Agreement, "Unacceptable Waste" means: (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill, or because of its size, durability or composition cannot be disposed of at the Landfill or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill.

6. Default.

(a) Events of Default. Each of the following shall be an event of default by Customer under this Agreement: (i) Customer fails to pay any amount due as and when the same becomes due under this Agreement; or (ii) Customer fails to perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Customer specifying the nature of such failure and requesting that it be remedied.

(b) Remedies on Default. Whenever any event of default by Customer shall have occurred and be continuing, Republic shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 6, Republic shall have the option to immediately terminate this Agreement unless during such period Customer has taken remedial steps the effect of which would be to enable Customer to cure such event of default within an additional 15 day period following the expiration of such grace period; and (ii) if Customer is then in default, Republic shall have the option, without terminating this Agreement, to stop accepting Acceptable Waste delivered by Customer until such default is cured or this Agreement is terminated. If Republic stops accepting Acceptable Waste, Customer shall pay Republic a service interruption fee in an amount determined by Republic in its discretion up to the maximum amount allowed by Applicable Law.

7. Indemnification. To the extent permitted by North Carolina law, Customer shall indemnify, defend (upon request by Republic) and hold harmless Republic and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns (the "Republic Indemnified Parties") from and against any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in any litigation, investigation or proceeding (collectively, "Losses"), whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Indemnified Party, or otherwise, caused by or arising out of (a) Customer's breach of this Agreement, (b) Customer's negligence or willful misconduct, or (c) Customer's delivery of Unacceptable Waste to the Landfill.

Republic agrees to indemnify, save harmless, and defend Customer from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or governmental laws, regulations, or orders caused in whole or in part by: (1) Republic's breach of any term or provision in this Agreement; or (2) any negligent or willful act of omission of Republic, its employees, or subcontractors.

8. Insurance.

(a) Customer's Insurance. During the term of this Agreement, Customer shall maintain the following insurance coverages:

Workers' Compensation:

Coverage A	Statutory
Coverage B – Employer's Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability:

Bodily Injury/Property Damage	\$2,000,000
Combined – Single Limit	Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers)

Commercial General Liability:

Bodily Injury/Property Damage	\$1,000,000 each occurrence \$2,000,000 general aggregate
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The insurance carriers providing the coverage required by this Section 8 shall be rated at least A-VIII by A.M. Best. Customer shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic before Customer delivers any waste to the Landfill pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Customer's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". The Certificates (ACORD form) and the insurance policies required by this Section 8 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Republic. With the exception of the workers' compensation policy, Republic and the Republic Indemnified Parties shall be shown as additional insureds under all of the insurance policies required by this Section 8. The policies required by this Section 8 shall be primary and non-contributory with respect to Republic and the Republic Indemnified Parties, and the insurance providers shall agree to waive their rights of subrogation against Republic and the Republic Indemnified Parties.

(b) Republic's insurance. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract. Renewal certificates shall be sent to the County thirty (30) days prior to an expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation, modification of coverage, or erosion of aggregate limits of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provision shall be forwarded to the County. The County shall be named as an additional insured on both the general liability and auto liability policies. The limits of liability of all insurance required herein shall be as follows:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
<u>Workers' Compensation:</u>	
Coverage A	Statutory
Coverage B – Employer's Liability	\$500,000 \$1,000,000 each occurrence Bodily Injury (except Automobile) \$2,000,000 aggregate
<u>Automobile Liability:</u>	
Bodily Injury	\$1,000,000 per person
Property Damage	\$1,000,000 each occurrence
<u>Commercial General Liability:</u>	
Property Damage (except Automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
<u>Excess Umbrella Liability:</u>	\$2,000,000 each occurrence

The Certificate of Insurance should note in the Description of Operations the following:

Insurance procured by Republic shall not reduce nor limit Republic's contractual obligation to indemnify, save harmless and defend Jackson County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

Certificate Holder shall be listed as follows:

Jackson County
Attention: County Manager
401 Grindstaff Cove Road, Suite A207
Sylva, NC 28779

If Republic is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Republic shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services

9. General.

(a) Independent Contractor. Customer and Republic shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.

(b) Assignment; Binding Effect. Customer may not assign this Agreement without Republic's prior written consent, which Republic may grant or withhold in its sole discretion. Republic may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Republic shall release Republic from any liability under this Agreement from and after the date of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(c) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(d) Severability. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) Waiver. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only on that occasion and not any other.

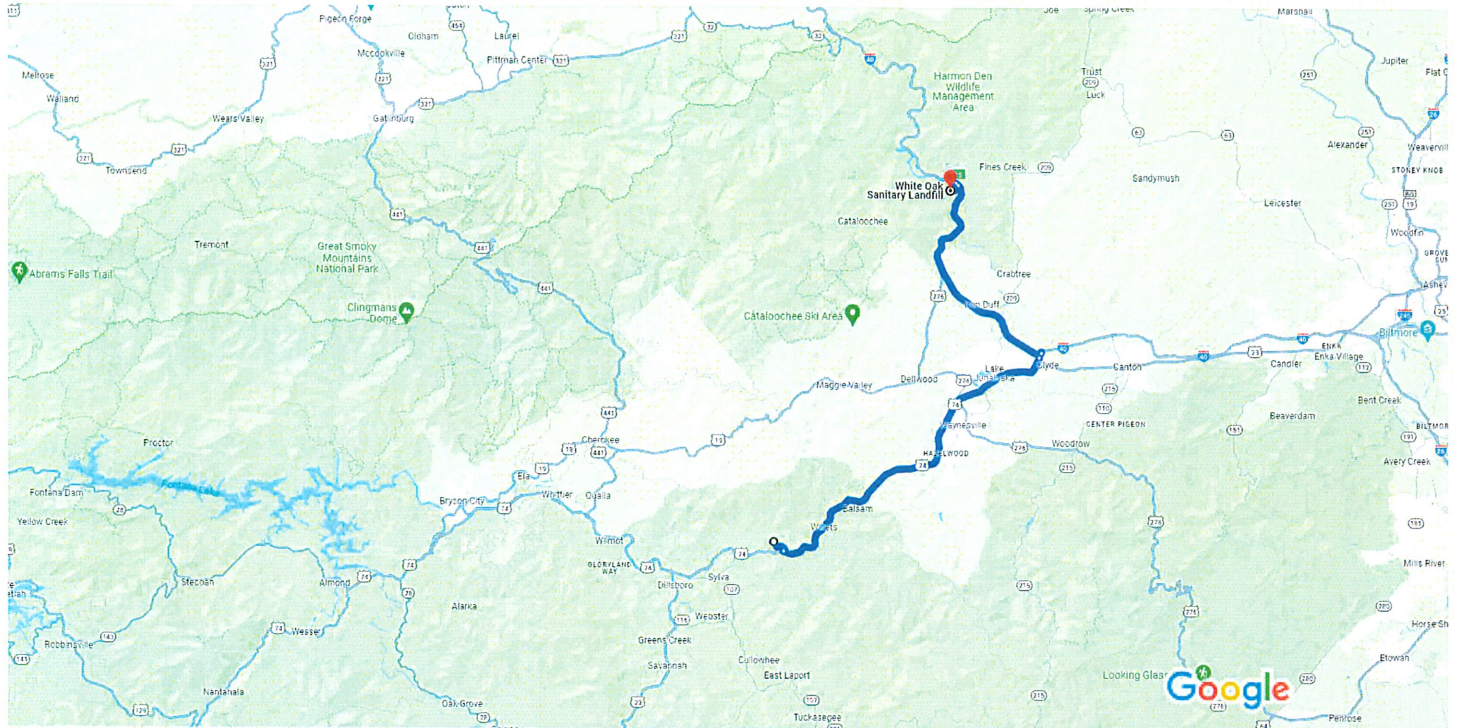
(f) Waiver of Jury Trial; Attorneys' Fees; Alternative Dispute Resolution; Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. Jurisdiction of any legal proceedings concerning this Agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Jackson County. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

(g) Force Majeure. Republic shall be relieved of its obligations when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other event or condition beyond the control of the Republic renders substantially impossible its performance. During such periods a mutually agreed reduction in charges reflecting the reduction in services shall be made. Republic shall make all reasonable efforts to resume service as expeditiously as possible.




1172 Mineral Springs Drive, Sylva, NC to White Oak Sanitary Landfill

Drive 34.0 miles, 38 min



Map data ©2023 Google 2 mi

 **via US-74 E/Great Smoky Mountains Expy and I-40 W** **38 min**
34.0 miles
 Fastest route now due to traffic conditions
 ⚠️ **This route has restricted usage or private roads.**

Explore nearby White Oak Sanitary Landfill



Restaurants

Hotels

Gas stations

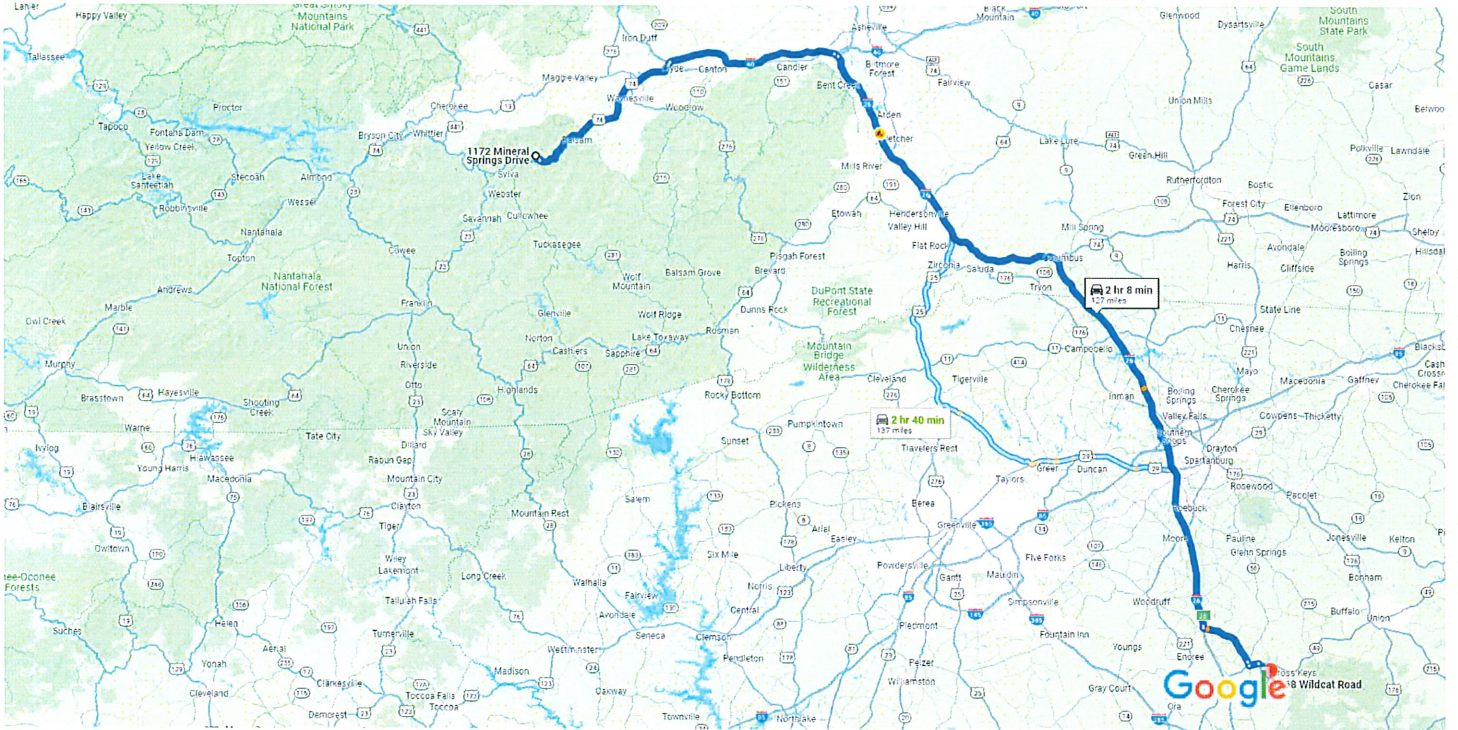
Parking Lots

More



1172 Mineral Springs Drive, Sylva, NC to 868 Wildcat Road, Enoree, SC

Drive 127 miles, 2 hr 8 min



Map data ©2023 Google 5 mi

via I-26 E **2 hr 8 min**
 Fastest route now due to traffic conditions 127 miles

via US-25 S and I-26 E **2 hr 40 min**
 137 miles

Explore nearby 868 Wildcat Rd



Restaurants Hotels Gas stations Parking Lots More

Chad Parker - Landfill

From: Nestor, Tracy <TNestor@republicservices.com> on behalf of Nestor, Tracy
Sent: Thursday, November 30, 2023 10:07 AM
To: Chad Parker - Landfill
Subject: backup landfill

Chad,

The email is to confirm for Jackson County's operational plan submitted to NCDEQ, the following landfill will be back up to the primary landfill in Haywood County. See information below:

UPSTATE REGION LANDFILL

868 Wildcat Road Cross

Enoree, SC 29335

Let me know if you need anything else.

Tracy Nestor

Senior Area Manager Municipal Sales

2440 Whitehall Park Drive, Suite 800

Charlotte, NC 28723

[e tnestor@republicservices.com](mailto:tnestor@republicservices.com)

[o 828.695.2064](tel:828.695.2064)

[c 828.217.8766](tel:828.217.8766)

[w RepublicServices.com](http://RepublicServices.com)



Sustainability in Action